

AGENDA

BOARD OF TRUSTEES' MEETING

January 23, 2023

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from January 9, 2023.
- b) Request approval of the Board of Trustees' special meeting minutes from January 12, 2023.
- c) Request approval of the parade and public assembly application submitted by the Village of Freeport and the Freeport Public School to hold a Peace Walk on May 6, 2023 from 9:30 A.M. to 11:30 A.M., assembling at the Freeport High School, proceed east on Pine Street, south on Bayview Avenue, west on Merrick Road, north on Brookside Avenue ending at the Freeport High School.
- d) Decision of the Dangerous/Nuisance Buildings proceeding for 60 Meister Blvd.
- e) Decision of the Dangerous/Nuisance Buildings proceeding for 82 President Street.

2. ELECTRIC DEPARTMENT – Al Livingston Jr.

- a) Request to rescind bid #22-10-ELEC-618 “Furnishing of Single Conductor – 4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits awarded to Irby Utilities, 4583 Buckley Road, Liverpool, New York 13088.
- b) Request to advertise a request for proposals #23-02-ELEC-647 “Manual Contact/Stray Voltage Testing” in the Freeport Herald on January 26, 2023 with a return date of February 10, 2023.
- c) Request to advertise a notice to bidders #23-02-ELEC-649 “Uniformed Guard Services for Power Plant” in the Freeport Herald on January 26, 2023, with a return date of February 14, 2023.
- d) Request to advertise a notice to bidders Rebid #23-02-ELEC-650 “Furnishing of Single Conductor – 4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits in the Freeport Herald, on January 26, with a return date of February 14, 2023.
- e) Request retroactive approval to increase the existing contract for “Fuel Oil Testing Contract” with Tribologik Corporation, 12112 172nd Street, Hammond, Indiana 46324, an additional \$9,336 from \$6,764 to \$16,100.
- f) Request approval to renew the consulting services agreement with Environmental Laboratories (ELI), 57 Verdi Street, Farmingdale, New York 11735, from March 1, 2023 through February 29, 2024, for a not to exceed amount of \$15,000, with no increase in prices.

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

- g) Request approval to renew the consulting agreement with SUANT Consulting, 16 Lagoon Blvd., Massapequa, New York 11758, from March 1, 2023 through February 29, 2024, in a decreased not to exceed amount of \$15,000.
- h) Request approval to renew the professional services agreement with Duncan, Weinberg, Genzer & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, DC 20006, from March 1, 2023 through February 29, 2024, with an increased amount of \$10 per hour for attorneys, and a not to exceed amount of \$100,000.
- i) Request approval to renew the software maintenance and support services provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, Maine 04105, from April 1, 2023 through February 29, 2024, in the amount of \$140,980.31, with no increase in price.
- j) Request to retroactively increase the existing contract with UniFirst Corporation, 1750 Arctic Avenue, Bohemia, New York 11716, for an additional \$5,000, from March 1, 2022 through February 28, 2023, from \$ 26,220.92 to \$31,220.92.

3. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Thomas Christopher Kelleher, Engine Co. # 1.
- b) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Lorena Paola Idrovo, Emergency Rescue Co. # 9.

4. GRANTS ADMINISTRATOR – Nora Sudars

- a) Request to extend the contract #C000852 – Infrastructure Flood Protection Project with New York State Department of Homeland Security and Emergency Services from December 31, 2022 to June 30, 2023.

5. POLICE DEPARTMENT – Michael J. Smith

- a) Request approval to renew the software support and maintenance agreement for the Impact Records Management System with Central Square Technologies, 1000 Business Center Drive, Lake Mary, Florida 32746, from March 1, 2023 through February 29, 2024, in the amount of \$52,302.67, an increase of \$2,490.60.
- b) Request approval of the agreement with LA Dell Marketing LP, One Dell Way, Round Rock, Texas 78680, for Microsoft 365 for licenses and protection, from March 1, 2023 through February 29, 2024, in the amount of \$9,348.60.
- c) Request approval of the agreement with Lanrover Networks Services, Inc., 85 S. Snedecor Avenue, Bayport, New York 11705, for Microsoft 365 email migration, in the amount of \$15,065.05.

6. PURCHASING DEPARTMENT – Kim Weltner

- a) Request to reject all bids received on December 20, 2022 for bid #22-12-PURC-627 “2023 Contract for Printing Services”.
- b) Request to advertise a notice to bidders for “2023 Contract for Printing Services Re-Bid” in the Freeport Herald on January 26, 2023, with a return date of February 14, 2023.

7. RECREATION CENTER – Victoria Dinielli

- a) Request approval to renew the personal services agreement with Defense Concepts Inc., for karate classes, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$2,500, with no increase in prices.

8. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval to renew the Risk and Claim Management agreement with CCS Adjusters Inc., 100 Ring Road, Suite 202, Garden City, New York 11530, from March 1, 2023 through February 29, 2024, in the amount of \$107,856, with no increase in price.

9. VILLAGE CLERK – Pamela Walsh Boening

- a) Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the 2022/2023 fiscal year operating budget:

FROM:	
A801004 542300 Zoning/Advertising	\$1,000
A802004 542300 Planning/Advertising	\$1,000
TO:	
A141004 542300 Clerk/Advertising	\$2,000

- b) Request approval of the following tree/limb resolution in the amount of \$3,885 as follows:

101 S. Long Beach Avenue	\$420.00
147-151 W. Merrick Rd.	\$1,200.00
114 S. Long Beach Avenue	\$840.00
16 Irving Avenue	\$1,425.00

- c) Pursuant to Election Law §15-104(1)(b) and §15-104 (3)(b) the Board of Trustees retroactively adopt a resolution to identify the polling places in each district and set the hours the polls are open for the March 21, 2023 Village Election; and authorize the Village Clerk to publish the resolution in the Freeport Herald.

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

10. VILLAGE COMPTROLLER – Anthony N. Dalessio

- a) Request approval to renew the Financial Services for Bonds agreement with Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, from March 1, 2023 through February 29, 2024, at the same hourly rate, with no increase in price.

- b) Request approval to renew the Financial Consulting Services agreement with Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, from March 1, 2023 through February 29, 2024, at the same hourly rate, in an amount not to exceed \$55,000, with no increase in price.

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 Hearings

7:15 P.M. to consider amending Chapter 128 entitled Housing Standards by adding an article entitled “Board-Up Material Specifications”.

7:15 P.M. to consider amending Chapter 128 entitled Housing Standards by adding an article entitled “Transient Rental Properties”.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: January 13, 2023

RE: Parade and Public Assembly
Applicant: Freeport Public Schools
Date: May 6, 2023
Time: 9:30 A.M. – 11:30 A.M.
Assembly Time: 8:30 A.M.

Attached please find a copy of the request for a Parade and Public Assembly Permit Application submitted by Dr. Alice Kane, on behalf of the Freeport Public Schools to hold a parade on Saturday, May 6, 2023 between the hours of 9:30 A.M. to 11:30 A.M. The participants will assemble at 8:30 A.M. at Freeport High School, proceed east on Pine Street, south on Bayview Avenue, west on Merrick Road and north on Brookside Avenue ending at the Freeport High School.

Also included are the recommendations from the Police Department, Department of Public Works, Fire Department, and the Claims Examiner Aide for your review.

Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk
Attachments

FREEPORT POLICE DEPARTMENT
PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION

Applicant:

Hon. Robert Kennedy / Dr. Kishore Kuncham 46. N. Ocean Ave / 235 N. Ocean Ave Freeport NY 11520
 Name Address City State Zip Code

516-377-2200 / 516-867-5205
 Telephone # Business # Permit Application Organization

Village of Freeport / Freeport Public School 46 N. Ocean Ave / 235 N. Ocean Ave Freeport NY 11520
 Organization Name Address City State Zip Code

516-377-2200 / 516-867-5205
 Telephone #

Organization Representatives (Other than applicant):

- | | | |
|----------------------------------|--|---|
| 1) <u>Dr. Alice Kane</u>
Name | <u>516-867-5201</u>
Contact Phone # | <u>Assistant Superintendent</u>
Position |
| 2) _____
Name | _____
Contact Phone # | _____
Position |
| 3) _____
Name | _____
Contact Phone # | _____
Position |
| 4) _____
Name | _____
Contact Phone # | _____
Position |

Parade/Public Assembly Location:

Date Requested: May 6, 2023 Assembly Time: 8:30 AM
 Starting Time: 9:30 AM Finish Time: 11:30 AM

Route/Public Assembly Location:

We want to assemble at Freeport High School – 50 Brookside Avenue
 The parade will start at Freeport High School – 50 Brookside Avenue to

East on Pine Street to Bayview Avenue South to
 Direction/Location Direction/Location

Merrick Road West to Brookside, North on Brookside to
 Direction/Location Direction/Location

End at Freeport High School to _____ to
 Direction/Location Direction/Location

- Will the parade occupy all or only a portion of the width of the streets proposed to be traversed?
 a) All of the width will be occupied? Yes
 b) Only a portion of the width will be occupied, considering of _____ lanes.

RECEIVED
 2022 DEC 21 P 1:35
 CLERK'S OFFICE
 VILLAGE OF FREEPORT, NY

If reviewing stand is to be used, where will it be located?

N/A

Participants:

What is the approximate number of:

a) Persons 1000 b) Animals _____ c) Vehicles _____ d) _____ Utility trailer float, which will constitute such parade? (Tractor trailer floats are discouraged)

For b) and c) above, please indicate the type of animal or description of vehicles: N/A

A minimum of (100) one hundred feet of space must be maintained between units.

Please describe any recording equipment, sound amplification equipment, banners, signs, or other attention getting devices to be used in connection with the Parade/Public Assembly: _____

For your Parade/Public Assembly, are any public facilities or equipment to be utilized: Yes /No? No

What is the estimated number of spectators or Public Assembly visitors? 0

Insurance Requirement Notice: (If required)

You are informed that you must meet the following insurance requirements for this event:

Comprehensive General Liability Insurance (Broad Form), with the Inc. Village of Freeport named as additional insured for the entire policy period. Required Minimum Limits: \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 aggregate> A copy of the policy endorsement showing that the Inc. Village of Freeport is named as additional insured for this event is to be attached to the original certificate evidencing this coverage and must be in a form acceptable to the Inc. Village of Freeport.

All policies and certificates must provide that a minimum of ten (10) days prior notice will be given to the Village by registered mail for any cancellation or modification of the insurance.

Insurance companies providing the required insurance policies must be New York State admitted carriers, have a policy holders rating of A or better and financial rating of at least "10" or better according to the current Best Insurance Rating Guide.

Contractual Liability coverage or the hold harmless cited below, the wording of which is to be transcribed on your group's letterhead, all portions indicated by parenthesis to be filled in with your group's information, and is to be signed by a representative of the festival sponsor/ride concessionaire and the signature notarized, must be attached.



Freeport Public Schools

235 North Ocean Avenue • Freeport, New York 11520 • 516-867-5200

December 16, 2022

Re: Addendum to Freeport Police Department Parade/Public Assembly Permit Application for One-Day Peace March on Saturday, May 6, 2023.

Kishore Kuncham, Ed.D.
Superintendent of Schools
e-mail address:
kkuncham@freeportschools.org

516-867-5205
516-623-4759 (fax)

Hold Harmless Agreement

Freeport Public Schools agrees to defend and indemnify and save harmless the Incorporated Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting therefrom sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of **streets within the Village of Freeport by Freeport Public Schools**, whether or not such injury to persons or damage to property are due or claim to be due to any negligence of **Freeport Public Schools**, their employees, or agents.

Alice Kane, Freeport Public Schools

Date: December 16, 2022.

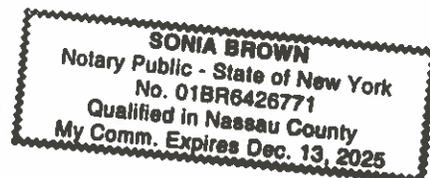
Affirmation of Understanding and Awareness:

I, **Alice Kane**, acting as an authorized representative of **Freeport Public Schools**, swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI, entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.

Signature of Applicant

Sworn to before me the 16th
day of December, 2022.

Notary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: New York Schools Insurance Reciprocal		34843
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD : WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: _____	X	SSP FPT 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		ECL FPT 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE UNLIMITED
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - use of premises/facilities for the District's Peace March on May 6, 2023.

CERTIFICATE HOLDER Inc. Village of Freeport 46 North Ocean Avenue Freeport, NY 11520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ty... [Signature]</i>
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INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

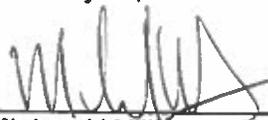
40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael Williams
DATE: December 23, 2022
RE: 2023 Freeport Annual Peace March

On Saturday May 6th 2023 Freeport Public Schools will be holding its annual Peace March Parade commencing at 0930 a.m. and concluding on or before 1130 a.m. at the Freeport High School and the surrounding area. After review of the attached Public Assembly Application I am informing you that I conditionally approve this permit. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Once the Board approves; the permit is valid.

I do anticipate there will be police overtime costs incurred due to this event in the amount of \$1900.00. Please advise me when a decision has been made so I will know how to proceed.

Thank you,



Michael Williams
Deputy Chief of Police

Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of VOF/Freeport Public Schools 46 & 235 N. Ocean Ave.

<u>Freeport</u> City	<u>New York</u> State	<u>11520</u> Zip	<u>516-377-2200/516-867-5200</u> Telephone #
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as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and it's representatives. The conditions are:

EVENT: FREEPORT ANNUAL PEACE MARCH

DATE: SATURDAY, MAY 6TH, 2023 Time: 9:30 A.M. TO 11:30 A.M.

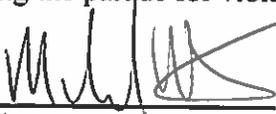
Assembly Time: 8:30 A.M.

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.
2. The applicant and participants will walk the pre-determined route with police assistance. Participants will assemble at Freeport High School the march will proceed easterly crossing S. Brookside Ave. onto Pine Street E/B to S. Bayview Ave. then S/B to W. Merrick Rd then W/B to S. Brookside Ave. then N/B, and west onto Freeport High School grounds for dispersal by 11:30 am.
3. The applicant and participants will adhere to village regulations while participating in the peace walk.
4. Applicant: Dr. Alice Kane 516-867-5201

This parade/public assembly permit must be available to be submitted for inspection by any Freeport Police Officer on the date and times of the parade. (Photocopies are permitted)

THE PARADE/PUBLIC ASSEMBLY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

Please note the parade/public assemblies permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the parade for violation of Freeport Village Code Section 155-67.

Issued by Deputy Chief Michael G. Williams  12/23/2022
Rank Name Signature Date

CC to: Mayor Village Attorney Fire Chief Public Works Postmaster
 Affected Public Transportation Utilities Other: _____

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

TO: Pamela Walsh Boening, Village Clerk

FROM: Robert Fisenne, Superintendent of Public Works

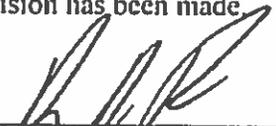
DATE: December 22, 2022

RE: Parade and Public Assembly Permit Application

Applicant:	Dr. Alice Kane/Village of Freeport, Freeport Public Schools
Date:	Saturday, May 6, 2023
Assembly:	8:30 am
Time:	9:30 am – 11:30 am

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Dr. Alice Kane, on behalf of the Village of Freeport and Freeport Public Schools to hold a parade. The route will begin at Freeport High School, head east on Pine Street, south on Bayview Avenue, west on Merrick Road and north on Brookside Avenue ending at the Freeport High School.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought to the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Ray Maguire
Sent: Thursday, December 22, 2022 5:49 PM
To: Pamela Boening
Subject: RE: 5.6.2023 Parade and Public Assembly

I have reviewed the Parade & Public Assembly Permit application for May 6, 2023 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as this event will be moving. They indicate that they will be using the street(s) for this Peace March. Event Coordinator(s) should be cognizant of moving the participants off of the street if Emergency Vehicles are approaching.

Please remind the applicant(s) that access to the area(s) must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

If you have any questions, please feel free to contact me.

Ray Maguire

Raymond F. Maguire
Executive Director
Freeport Fire Department
Office: 5163772190
Cell: 5166801801
Fax: 5163772499

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, December 22, 2022 11:40 AM
To: Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 5.6.2023 Parade and Public Assembly

Please send recommendation.

Pamela Boening

From: Christine Maguire
Sent: Thursday, December 22, 2022 12:39 PM
To: Pamela Boening; Michael Smith; Robert Fisenne; Ray Maguire
Cc: Carl Hetzel; Michael Williams; Ben Terzulli; Sheryl Sobers; Sabrina Lafleur; Conor Kirwan
Subject: RE: 5.6.2023 Parade and Public Assembly

Hi Pam,

Insurance is approved for the 5/6/23 parade and public assembly.

Regards,

Christine Maguire
Claims Examiner
Inc. Village of Freeport
516-377-2293

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, December 22, 2022 11:40 AM
To: Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 5.6.2023 Parade and Public Assembly

Please send recommendation.

**INCORPORATED VILLAGE OF FREEPORT
BOARD OF TRUSTEES DECISION**

DATE: January 23, 2023

Hearings were held on November 10, 2022, December 1, 2022, and January 12, 2023 in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-58 (Property Maintenance Requirements), §128-59 (Maintenance Standards), and §128-62 (Nuisances and Abatement) as to the condition of the building located at 60 Meister Boulevard, Freeport, New York.

Tonia Mitchell, the daughter of owner Joysetta Pierce, was present at the hearings. Superintendent of Buildings, Sergio Mauras explained that the house is an incomplete New York Rising Project. There are sections of the home missing siding, there are shingles missing, there is no staircase from the front door or the rear door, the garage door is missing, a door at ground level is missing. On November 10, 2022, Ms. Mitchell explained that the house needs electrical and plumbing, and there is an issue of needing to reach milestones with New York Rising before receiving additional funding. Ms. Mitchell explained that she would not object to the Village doing the work if funding was not obtained. At a follow up hearing on December 1, 2022, Ms. Mitchell explained that she did expect to be able to get some funding, but in the interim, the Village could move forward with doing the work. At the hearing on January 12, 2023, Ms. Mitchell said she did not yet have funding, and authorized the Village to move forward with the project.

The Board makes the following findings of fact based on the testimony of Sergio Mauras, Superintendent of Buildings. The property at 60 Meister Boulevard has been in a state of disrepair for many years. The house is missing siding. There are doors and the garage door in need of replacement. There are staircases missing from the elevated home.

Freeport Village Code §128-59(C)(4) requires that exterior walls, roofs, and all openings shall be maintained so as to keep water from entering a building. Materials which have been damaged shall be replaced. Exterior walls, roofs and other parts of buildings shall be free from holes, rotting material, and loose and unsecured objects and material.

Based on the evidence and testimony about the house on 60 Meister Boulevard, the Board finds pursuant to §128-59(C)(4) of the Freeport Village Code that the house has not been maintained under the requirements of the code. Further, the house is deemed to be a nuisance under §128-62 and §128-63 and shall be repaired as provided in the Village Code. As per the homeowner's request, the Board authorizes services to be obtained to repair the defects in the

house. The selection of materials is to be done in consultation with the owner of the property. Any expenditure by the Village for these repairs will be applied to the homeowner's taxes, and if unpaid, will become a lien on the property.

**INCORPORATED VILLAGE OF FREEPORT
BOARD OF TRUSTEES DECISION**

DATE: January 23, 2023

Hearings were held on December 1, 2022, and January 12, 2023 in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-58 (Property Maintenance Requirements), §128-59 (Maintenance Standards), and §128-62 (Nuisances and Abatement) as to the condition of the building located at 82 President Street, Freeport, New York.

The owner of the property was notified of the hearing, but was unable to attend. Superintendent of Buildings, Sergio Mauras explained that the house is missing some siding.

The Board makes the following findings of fact based on the testimony of Sergio Mauras, Superintendent of Buildings. The property at 82 President Street is in a state of disrepair. The house is missing siding.

Freeport Village Code §128-59(C)(4) requires that exterior walls, roofs, and all openings shall be maintained so as to keep water from entering a building. Materials which have been damaged shall be replaced. Exterior walls, roofs and other parts of buildings shall be free from holes, rotting material, and loose and unsecured objects and material.

Based on the evidence and testimony about the house on 82 President Street, the Board finds pursuant to §128-59(C)(4) of the Freeport Village Code that the house has not been maintained under the requirements of the code. Further, the house is deemed to be a nuisance under §128-62 and §128-63 and shall be repaired as provided in the Village Code. As per the homeowner's request, the Board authorizes services to be obtained to repair the defects in the house. Any expenditure by the Village for these repairs will be applied to the homeowner's taxes, and if unpaid, will become a lien on the property.

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: January 13, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Request to Rescind Bid Award
Bid #22-10-ELEC-618 - Furnishing of Single Conductor - #4/0 – 500 KCMIL,
15 KV Cold Shrink Splice Kits

At the bid opening on October 11, 2022, the Electric Department received one bid proposal in response to its advertisement for Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits. On November 7, 2022, the Board awarded the bid to the only responsive and responsible bidder, Irby Utilities. The original quantity requested in the specifications was 60 splice kits. The Utility would like to update that quantity to 72 splice kits and re-bid the specifications to obtain more competitive pricing. I am recommending rescinding the bid award to Irby Utilities, 4583 Buckley Road, Liverpool, NY 13088 and re-bidding the splice kits specifications.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board rescind the award of the Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits to Irby Utilities, 4583 Buckley Road, Liverpool, NY 13088 and re-bid the specifications. The splice kits, for use in the Microgrid project, will be funded by grant funds from New York Rising Community Reconstruction Program. The Village was awarded \$5,500,000.00 to complete the Microgrid project.



Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachment

cc: Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller

Approved as to form

Village Attorney

1/17/2023

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

WHEREAS, on November 7, 2022, the Board awarded the contract for the Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits, Bid #22-10-ELEC-618 to Irby Utilities, located at 4583 Buckley Road, Liverpool, NY 13088, for the not to exceed cost of \$44,280.00; and

WHEREAS, the original quantity requested in the specifications was 60 splice kits; and

WHEREAS, the Utility would like to update that quantity to 72 splice kits and re-bid the specifications to obtain more competitive pricing; and

WHEREAS, the Superintendent of Electric is requesting for the Board to rescind the award with Irby Utilities and re-bid the updated specifications for more competitive pricing; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Mayor and the Board hereby rescind the award for the Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits, Bid #22-10-ELEC-618 to Irby Utilities, 4583 Buckley Road, Liverpool, NY 13088, and re-bid the updated specifications to obtain more competitive pricing.

The Clerk polled the Board at follows:

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

Approved as to form

Village Attorney

1/17/2023

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: Al Livingston Jr., Superintendent of Electric Utilities 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 Deputy Mayor Ellerbe, seconded by Trustee Sanchez that the following resolution be adopted:

WHEREAS, the Village of Freeport has solicited bids for the Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits, Bid #22-10-ELEC-618; and

WHEREAS, at the bid opening on October 11, 2022, the Electric Department received one bid proposal in response to its advertisement; and

WHEREAS, the only responsive and responsible bidder meeting specifications was submitted by Irby Utilities, located at 4583 Buckley Road, Liverpool, NY 13088, for the not to exceed cost of \$44,280.00; and

WHEREAS, the splice kits, for use in the Microgrid project, will be funded by grant funds from New York Rising Community Reconstruction Program; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the contract for the Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits, Bid #22-10-ELEC-618 to Irby Utilities, located at 4583 Buckley Road, Liverpool, NY 13088, for the not to exceed cost of \$44,280.00.

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 <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>

INCORPORATED VILLAGE OF FREEPORT

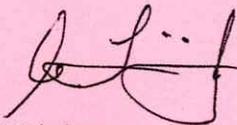
INTER-DEPARTMENT CORRESPONDENCE

Date: January 5, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Request to Advertise
RFP #23-02-ELEC-647
Manual Contact/Stray Voltage Testing

Contact/Stray Voltage Testing is mandated by the State of New York Public Service Commission, and it is Freeport Electric's responsibility to test all Freeport Electric and 3rd Party electric facilities exposed to the general public in order to ensure their safety.

The Manual Contact/Stray Voltage Testing RFP describes the testing to be performed by the selected contractor. Requirements include a review of personnel qualifications, adherence to testing programs and procedures, listings of testing equipment to be utilized, operation of the required testing devices, formalized test procedures for voltage detection and measurement, testing of structures, and data collection. Any exceptions or deficiencies detected while performing Manual Contact/Stray Voltage Testing will be reported immediately to Freeport Electric. The Utility intends to award the successful contractor on the basis of qualifications and cost.

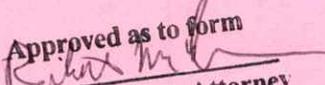
I request authorization to advertise a Notice of Request for Proposals on January 26, 2023, in the Freeport Herald Leader and other relevant publications. Specifications would be available from January 27, 2023, to February 10, 2023. The proposals would have a returnable date of February 10, 2023. Attached is a copy of the Notice for your review. This expense will be charged to E7414600 57400 (Stray Voltage). There are sufficient funds available for this expense.



Al Livingston Jr.
Superintendent of Electric Utilities

AL:db
Attachments

Cc Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, the New York State Public Service Commission mandates Contact/Stray Voltage testing each year for all Freeport Electric and 3rd Party electrical facilities exposed to the general public to ensure their safety; and

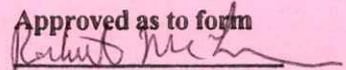
WHEREAS, the procurement of these services is best accomplished through the use of a formal Request for Proposals; and

WHEREAS, this expense will be charged to E7414600 574000 (Stray Voltage) and there are sufficient funds for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to publish a Request for Proposals for "Manual Contact/Stray Voltage Testing", RFP #23-02-ELEC-647 in the Freeport Herald and other relevant publications on January 26, 2023, with specifications available from January 27, 2023 to February 10, 2023, with a return date of February 10, 2023.

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

REQUEST FOR PROPOSALS
MANUAL CONTACT/STRAY VOLTAGE TESTING
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC 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 “Manual Contact/Stray Voltage Testing” until 4:00 P.M. on Friday, February 10, 2023, in the **Purchasing Department**, 46 North Ocean Avenue, Freeport, New York 11520.

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. Copies of the Request for Proposals will be available from 9:00 A.M. on Friday, January 27, 2023, until 4:00 P.M. on Friday, February 10, 2023.

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

In submitting a proposal, candidates 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 – January 26, 2023

VILLAGE OF FREEPORT

Nassau County, New York



RFP #23-02-ELEC-647 RFP FOR MANUAL CONTACT/STRAY VOLTAGE TESTING

MAYOR

Robert T. Kennedy

TRUSTEES

Jorge A. Martinez
Evette B. Sanchez

Christopher L. Squeri
Ronald J. Ellerbe

Pamela Walsh-Boening, Village Clerk
Howard Colton, Village Attorney
Ismaela Hernandez, Treasurer
Kim Weltner, Purchasing Agent



Al Livingston Jr., Superintendent

REQUEST FOR PROPOSALS
MANUAL CONTACT/STRAY VOLTAGE TESTING
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC 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 “Manual Contact/Stray Voltage Testing” until 4:00 P.M. on Friday, February 10, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520.

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. Copies of the Request for Proposals will be available from 9:00 A.M. on Friday, January 27, 2023, until 4:00 P.M. on Friday, February 10, 2023.

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

In submitting a proposal, candidates 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 – January 26, 2023

MANUAL CONTACT/STRAY VOLTAGE TESTING

SECTION 1. GENERAL

1. General Expectations

All proposals shall be legibly typed and comply in all regards with the requirements of this RFP.

All proposals must be signed in ink in the blank spaces provided herein. If a firm or partnership makes the proposal, the name and address of the firm or partnership shall be shown together with the names and addresses of the members. If a corporation makes the proposal, an authorized official must sign it in the name of said corporation.

Sealed proposals must be submitted, bearing on the outside the name and address of the proposing party, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the proposal must be enclosed in a sealed package addressed to:

**Ms. Kim Weltner, Purchasing Agent
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520**

The Village of Freeport reserves the right to solicit additional information or proposal clarification from vendors, or any one vendor, should the Village of Freeport deem such information necessary.

The Village of Freeport reserves the right to reject any and all proposals, to waive informalities or irregularities in the proposal submission process, and to negotiate further with any proposing parties. Any disputes, or interpretations, will be resolved by the Village of Freeport and will be final.

Any material supplied by a Proposing Party that may be considered confidential, to the extent it is allowed under law, must be so marked with statutory exemption asserted.

Acceptance of the proposal shall be deemed to have been granted only upon the signing of a professional services agreement by both the proposing party and the Mayor of the Incorporated Village of Freeport.

The Village of Freeport accepts no responsibility for expenses incurred in the proposal preparation and presentation. Such expense is to be borne exclusively by the proposing party.

2. Schedule

Proposals must be submitted by 4:00 P.M. on **Friday, February 10, 2023**. All submitted proposals must arrive at the office of the Purchasing Department, Inc. Village of Freeport Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, on or before 4:00 P.M. on this date. Proposals must arrive in a sealed and clearly labeled enclosure.

3. Official Contact

Proposals are due no later than **4:00 P.M. on Friday, February 10, 2023**. Each proposal should be sealed and addressed to:

Kim Weltner
Inc. Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520
kweltner@freeportny.gov

Any questions should be directed to:

Al Livingston Jr. – Superintendent of Electric Utilities
Freeport Electric
220 Sunrise Hwy
Freeport, NY 11520
516-377-2220
procurement@freeportny.gov

SECTION 2. SCOPE OF SERVICES

1.0 Introduction

The Village of Freeport's Electric Department (*Freeport Electric/FE*) is issuing this Request for Proposal (RFP) to solicit vendors to submit pricing to perform Manual Contact/Stray Voltage Testing in the Village of Freeport.

1.1 Background

Contact/Stray Voltage Testing is mandated by the State of New York Public Service Commission, and it is *Freeport Electric's* responsibility to test all *Freeport Electric* and 3rd Party electric facilities exposed to the general public in order to ensure their safety.

This specification describes the Manual Contact/Stray Voltage Testing to be performed by the selected contractor. Requirements include a review of personnel qualifications, adherence to

testing programs and procedures, listings of testing equipment to be utilized, operation of the required testing devices, formalized test procedures for voltage detection and measurement, testing of structures, and data collection. Any exceptions or deficiencies detected while performing Manual Contact/Stray Voltage Testing shall be reported immediately to *Freeport Electric*.

1.2 Objective

Upon a thorough review of all proposals by interested parties, the Village of Freeport will select a contractor to perform such services as described above.

The term of the contract shall be for two (2) years with an option to extend the contract for up to two additional years upon the mutual agreement of the Parties. Proposers will submit unit pricing for Contact/Stray Voltage Testing in accordance with the attached Pricing Spreadsheet (Page 14) and Forms A and B (Pages 16 and 17). Responding parties are to include any or all costs necessary to perform and administer this testing effort, and include these in their submittal of unit rates. Responding parties must complete all unit pricing sheets.

The Village of Freeport will review all submitted responses and select, at its determination, the successful vendor to be awarded a contract. The basis of a contract award will be on a scoring matrix applied to a quantitative review of unit rates submitted for the testing effort and the content of other supporting deliverables described in further detail in the RFP Response Documents. It is the intent of the Village of Freeport to award a two (2) year contract with the option to extend annually for up to two (2) years upon Board Approval covering the Contact/Stray Voltage Testing effort. The Village of Freeport, at its sole discretion, reserves the right to reject any or all responses deemed incomplete or unacceptable.

2.0 Proposal Requirements

As part of the RFP Response, all proposers must submit a Project Management Plan. This Plan should list prior successful work experience on similar projects, as well as a detailed organizational structure to support the testing efforts including, but not limited to personnel, title, experience, a written description of the function each person will be performing, and their project organizational structure (organizational chart). The Plan shall include a project schedule indicating all activities associated with implementing the testing program including any/all milestone dates.

Proposers shall also submit a general description of the back office support effort to be employed and how they will distribute applicable testing assignments to field personnel, receive testing results back, and what back office routines will be utilized to ensure submitted field data will be acceptable to *Freeport Electric's* requirements.

3.0 Personnel Qualifications

The Contractor is required to maintain a workforce with the appropriate electric utility knowledge and skills necessary to perform Manual Contact/Stray Voltage Testing. As part of

the RFP Response, Proposers must submit their plan as to how they will assemble such a workforce and ensure personnel possess the necessary skills. This plan shall include a list of the minimum necessary skills, including experience levels and also include any internal or external training and certification programs Contractor will conduct or require technicians to attend. Contractor must have a minimum of 5 years experience performing Contact/Stray Voltage Testing.

4.0 Contact/Stray Voltage Testing

4.1 Description of the Testing Program

Freeport Electric is required by NYPSC regulatory order to test 100% of its electric system annually. The Total Quantity counts shown on the Contact/Stray Voltage Unit Pricing Spreadsheet (See Page 14) are estimated to approximate the number of tests required annually for each structure type.

- The Contact/Stray Voltage Testing Program includes a variety of the Village of Freeport and 3rd Party owned assets to be tested including:
 - **Street Light Facilities:**
 - Metallic Poles (Must be energized)
 - Utility Street Light Handhole Covers (Must be energized)
 - **Traffic Signal Poles – Wood & Metallic (Must be energized)**
 - Ground wires
 - Riser pipes
 - Guy wires/anchors
 - Traffic signal handhole covers
 - Traffic signal pedestals
 - Traffic signal cabinets
 - **Underground Facilities:**
 - Padmount switchgear cabinets
 - Padmount transformer cabinets
 - Electric utility manhole covers
 - Submersible transformer covers
 - Electric utility handhole covers
 - Network vaults and grates
 - **Overhead Distribution Facilities:**
 - Ground wires
 - Riser pipes
 - Guy wires/anchors
 - Switch control boxes
 - Overhead switch handles

- **Transmission Facilities:**
 - Ground wires
 - Riser pipes
 - Guy wires/anchors
 - Switch control boxes
 - Switch handles

 - **Substation Facilities:**
 - Fences
 - Cages
 - Gates
 - Entrance Doors
 - Any other exposed metallic fixture
- If the access cover is missing when testing streetlight poles, the Contractor shall furnish and install an Angel-Guard type cover. A unit cost for this work shall be included on the attached Contact/Stray Voltage Testing Pricing Sheets for billing for this service.
 - The Contractor must test all assets within the one year scheduled time period as set by the NYPSC.
 - Contact/Stray Voltage testing for all asset types shall occur during the daylight hours with the exception of street lights that shall be tested at night when energized.
 - The Contractor shall perform Contact/Stray Voltage Tests in accordance with the *Freeport Electric* Contact/Stray Voltage Testing Procedure as outlined in section 4.3.

4.2 Required Testing Equipment

- A hand held device (proximity detection unit) that is capable of detecting voltages up to 600 volts.
- A portable AC digital high impedance volt meter must have the ability to take readings with and without an input load impedance of 500 ohms.
- All handheld devices utilized must be certified by an independent test laboratory for accuracy and reliability to detect voltages up to 600 volts. The following units have been previously certified:
 - HD Electric Model LV-5 w/integrated tester
 - Fluke 175
 - Fluke 177
 - Fluke 179

4.3 Contact/Stray Voltage Test Procedure

a) Requirements:

1. Contact/Stray Voltage Tests shall be performed by qualified test personnel on all above ground and underground Electric Utility and 3rd Party facilities that are capable of conducting electricity and are exposed to contact by the general public.
2. Test personnel shall wear all appropriate Personal Protective Equipment (PPE) (e.g. vests, gloves, safety glasses, steel-toed boots, etc.) in accordance with OSHA and all other respective utility safety procedures and practices.
3. The operation of all Voltage Detectors and Multimeters shall be verified daily. Verification shall be performed before beginning daily testing and routinely during the testing period to ensure it is functioning properly.
4. Test equipment batteries shall be changed periodically to assure proper operation of the detectors and detector testers. The replacement frequency should be based on operating experience.

b) LV-5 Voltage Detection Procedure

1. LV-5 Setup:

- i. The HD Electric LV-5 Low Voltage Detector Tester shall be used in accordance with the manufacturer's instruction manual to verify proper operation.
- ii. The LV-5 detector is always on. It does not have an on/off switch. The LV-5 is activated by the presence of voltage exceeding 4.5 VAC.
- iii. The presence of a voltage is indicated by the illuminated red light in the end of the detector.

2. LV-5 Operation:

- i. The LV-5 shall be held and used per instruction manual to assure proper application.
- ii. Holding the LV-5 as instructed, move the Voltage Detector towards the facility to be tested until Contact/Stray is made.
- iii. Individually test all conductive devices on each structure.
- iv. If the detector light is activated on Contact/Stray by any one (1) device on a structure, proceed to the Voltage Measurement Procedure.

- v. If the detector light is not activated on Contact/Stray with any device on a structure, proceed to next structure requiring testing.

c) Voltage Measurement Procedure

1. All voltage measurements shall be conducted between metallic surfaces that are clean and bare.
2. A reference ground shall be established for the test using the 18” copper rod provided or other suitable ground (e.g. portable ground, system neutral, grounded metallic case, etc.) If test leads are insufficient to span the distance between the reference ground and the structure or device to be tested, use the cable reel provided for added length.
3. The voltage measurement shall be made between the structure facility on which the voltage was detected and the reference ground.
4. Multimeter (VOM) Setup:
 - i. Plug test leads into Multimeter.
 - ii. Turn VOM on.
 - iii. Select auto range or the highest voltage range.
5. Multimeter Tests **without** 500 Ohm Resistor Installed:
 - i. Connect test leads; BLACK to reference ground, RED to structure or device.
 - ii. Measure and record voltage.
 - iii. If the measured voltage is **LESS THAN 30 VAC, proceed to Step 6.**
 - iv. If the measured voltage **EXCEEDS 30 VAC do not proceed to Step 6. Any confirmed voltage reading on an electric facility greater than or equal to 30 volts measured using a volt meter without a 500 ohm shunt resistor must be mitigated. If an equipment Contact/Stray voltage condition is found and verified by the Voltage Measurement test procedure, the site is to be guarded until made safe by *Freeport Electric* personnel.**
 - v. Should a Contact/Stray voltage situation be identified on a utility owned electric facility, the tester shall be responsible for making additional tests

on all conductive structures regardless of ownership within a 30 ft. radius of the initial discovery.

6. Multimeter Tests **with** 500 Ohm Resistor Installed:

- i. Insert resistor box into VOM.
- ii. Insert test leads into resistor box placed into the VOM.
- iii. Connect test leads; BLACK to reference ground, RED to structure or device. Note: If test leads are insufficient to span the distance between the reference ground and the structure or device to be tested, use the Cable Reel provided for added length.
- iv. Measure and record voltage.

7. Response To Measured Voltage With 500 Ohm Resistor Installed:

- i. **Measured Voltage > 1 VAC – Any confirmed voltage reading on an electric facility greater than or equal to 1 volt measured using a volt meter and a 500 ohm shunt resistor must be mitigated. If an equipment Contact/Stray voltage condition is found and verified by the test procedure, the site is to be guarded until made safe by *Freeport Electric* personnel.**
- ii. Should a stray voltage situation be identified on a utility owned electric facility, the tester shall be responsible for making additional tests on all conductive structures regardless of ownership within a 30 ft. radius of the initial discovery.
- iii. **Measured Voltage < 1 VAC – No Response Required.**

4.4 Data

- *Freeport Electric* will provide the following Geo-databases to the Contractor prior to the start of each year:
 1. Geo-database of all Street Lights, Traffic Signals, Public Accessible Metallic Structures, Manholes, and Handholes to be tested in that year.
 2. Geo-database of all OH, Transmission, and Substation structures to be tested in that year.
- Testing data from the Contractor is to be submitted to *Freeport Electric* in batches on a weekly basis using the proper naming convention. Batches shall be submitted by structure type, examples are:
 1. Transmission and Substation

2. Street Lights, Traffic Signals, Vaults (Vault Grates), Handholes, Manholes, other

- GPS data must have at minimum sub-meter accuracy and a GPS positional distance of less than 15 feet from either the testable structure, or the original coordinates provided by *Freeport Electric*.
- It is the responsibility of the Contractor to propose a mutually agreeable compatible format to electronically deliver all Critical and Non-Critical findings to *Freeport Electric*.
- Every batch submittal should be accompanied by a “Not Found Log” file if applicable. This file will contain the location and resolution of facilities or structures not found.
- *Freeport Electric* will review all data (batches) received and reserves the right to reject any or all data batches deemed unacceptable. *Freeport Electric* will forward rejected batches back to the Contractor for resolution. All costs for rework and re-submission of rejected batches will be absorbed by the Contractor. This rework generally consists of structures deemed to be missed by field testers, moot inaccessible structures, and/or new structures not tested. When testing Street Lights, Traffic Signals, Manholes, or Hand holes, *Freeport Electric* expects field testers to be alert to new structures and to test and record the relevant data, even though they (structures) are not in the data provided by *Freeport Electric*.
- *Freeport Electric* reserves the right to reject batches for the following (but not limited to) reasons:
 1. Incorrect text-file formatting.
 2. Unacceptable levels of digitizing, >3% is unacceptable
 3. Duplicate Structures (data is to be scrubbed and clean prior to submittals)
 4. GPS positional distances of greater than 15 feet from either the testable structure, or the original coordinates provided by *Freeport Electric* exceeding 20% of a batch.

SECTION 3. SELECTION

The review and selection of valid and on-time proposals will be undertaken by the Village of Freeport. The Village of Freeport reserves the right to reject any proposal received.

Proposals responsive to the requirements of this RFP will be evaluated and scored in accordance with the Evaluation Criteria.

During or after the review of responses, the Village may submit written questions and requests for clarification, and may conduct interviews.

SECTION 4. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this request for proposal, each proposing party and each person signing on behalf of any proposing party certifies, and, in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposing party and will not knowingly be disclosed by the proposing party prior to opening of the sealed proposals, directly or indirectly, to any other proposing party or to any competitor, and;
3. No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;
4. That all requirements of law including mandatory provisions as to non-collusive proposal have been complied with.

SECTION 5. WAIVER OF IMMUNITY

Pursuant to the provisions of Chapter 605 of the laws of 1959 of the State of New York, as amended, if any person when called to testify before a grand jury concerning any transaction or contract with the State of New York, or a political subdivision thereof, or a public authority, or a public department, agency or official of any of the foregoing, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, then, any such person, or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified for a period of five (5) years after such refusal from submitting proposals to, receiving awards, or entering into any contract with any municipal corporation or department or agency or official thereof. If such person refuses to sign a waiver of immunity or to answer any relevant question as aforesaid, then this contract may be canceled or terminated by Freeport without Freeport incurring any penalty or damages by virtue of such cancellation or termination.

SECTION 6. WITHDRAWAL

A proposal already received may be withdrawn from consideration by the Village of Freeport only if the proposing party furnishes a written notice that the proposal is withdrawn prior to the time stated for the opening of the proposal.

SECTION 7. CERTIFICATION

The undersigned hereby certifies that he/she understands the specifications, has read the RFP document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor also agrees that acceptance of any or all proposal items by the Incorporated Village of Freeport, within the time frame indicated in this proposal constitutes a contract.

The undersigned hereby certifies that he/she has not participated in nor been party to any collusion, price fixing or any other unethical agreements with any company, firm or person concerning the pricing submitted on this proposal.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit an offer on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

The individual signing this proposal further certifies that no officer or employee of the Village of Freeport is personally interested directly or indirectly in this proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the Village of Freeport, its officers, agents, or employees had induced them to enter into this proposal and the papers made a part hereof by its terms.

CONTACT/STRAY VOLTAGE UNIT PRICING SPREADSHEET

Structure Type	Total Quantity	Unit Cost \$	Total \$
Manholes	427		
Others	7		
Poles	4922		
Pull Boxes	157		
Pad Mount Transformers	138		
Power Pedestals	6		
Service Boxes	282		
Street Lights	808		
Substations	10		
Transmission Manholes	8		
Transformer Pads	38		
Transformer Rooms	74		
Vaults	24		
Meter Pans	6		
Parks & Traffic Facilities	798		
Totals	7600	-----	

*Total Quantity Numbers is an estimate. Final numbers to be determined**

1. Contractors shall provide a “PROPOSAL / QUOTATION” form with the submission of their RFP. See the attached Form A that must be filled in entirely by each vendor. Prices are required for each \$ _____ blank area.

2. Contractors shall provide a “CONFORMANCE TO RFP” form with the submission of their RFP. See the attached Form B that must be filled in entirely by each vendor.
 - 2.1 Meet RFP? Requires a “YES” or “NO” response.

 - 2.2 Exceptions to RFP in the Section addressed must be listed for EACH individual item.

 - 2.3 For each Exception, provide an individual Alternative and the reason for proposing the Alternative. Exceptions to the specification must be itemized. All exceptions will be reviewed and acceptability determined by FE during evaluation. If proposer does not take exception to specific items in this specification in writing, FE will assume proposer is providing full and 100% compliance to this specification.

PROPOSAL SUBMISSION FORM

The following information must be provided in its entirety for your proposal to be considered:

Company Name: _____

Address of Principal Place of Business: _____

Phone of Principal Place of Business: _____

Fax of Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Dated at this day of _____

(Name of Organization) _____

By _____

(Title of Person Signing) _____

STATE OF NEW YORK:

ss:

COUNTY Of NASSAU:)

_____, being duly sworn, deposes and says that he/she is

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day

of _____ 20__

Notary Public

FORM A – PROPOSAL/QUOTATION

TO: Village of Freeport – Freeport Electric

All prices given here are firm for ninety (90) days. All exceptions to the RFP are contained in the Table of Conformance - FORM B shown below. The BASE BID price is offered with the understanding that it completely meets or exceeds the contents of the RFP, including proposed alternatives provided herein.

<u>LINE</u>	<u>ITEM</u>	<u>PRICE</u>
1.	TOTAL BASE BID – TWO YEAR CONTRACT (line 2.4)	\$ _____
2.	BREAKDOWN OF BASE BID	
2.1	Testing Hardware to be furnished	\$ _____
2.2	Testing Software to be furnished	\$ _____
2.3	Labor for complete testing program (enter from line 4.10)	\$ _____

2.4	TOTAL BASE BID (sum of lines 2.1, 2.2, & 2.3 enter here and on line 1).	\$ _____
3.	OPTIONAL 1 ST YEAR CONTRACT EXT.	\$ _____
4.	OPTIONAL 2 ND YEAR CONTRACT EXT.	\$ _____

COMPANY _____

AUTHORIZED SIGNATURE _____

TYPED NAME _____

TITLE _____

DATE SIGNED _____

FORM B – CONFORMANCE TO RFP

<u>SEC. 2</u>	<u>ITEM</u>	<u>MEET RFP?</u>	<u>EXCEPTION(S) TO RFP</u>	<u>ALTERNATIVE(S)</u>
1.2	OBJECTIVE			
2.0	PROPOSAL REQUIREMENTS			
3.0	PERSONNEL QUALIFICATIONS			
4.1	DESCRIPTION OF THE TESTING PROGRAM			
4.2	REQUIRED TESTING EQUIPMENT			
4.3	CONTACT/STRAY VOLTAGE TEST PROCEDURE			
4.4	DATA			

Use additional pages as needed.

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 10, 2023

To: Mayor Robert T. Kennedy

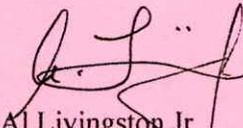
From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Request to Advertise
Uniformed Guard Services for Power Plant
Bid #23-02-ELEC-649

Attached is the specification for uniformed guard services for the Village of Freeport's Power Plant 1. The term of the contract shall be for approximately three years with the Village's option to renew for two one-year terms.

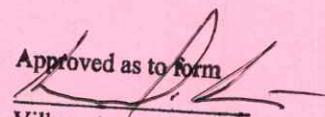
I request authorization to advertise a Notice to Bidders on January 26, 2023, in the Freeport Leader and other relevant publications. Specifications would be available from January 27 to February 10, 2023. The bids would have a returnable date of February 14, 2023. Attached is a copy of the Notice to Bidders for your review.

This service will be funded through Homeland Security account E7191001 511100 (Security Contract – PP1).


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db
Attachment

Cc Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller

Approved as to form

Village Attorney
1/12/2023

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

WHEREAS, the Freeport Electric Department has a need for uniformed guard services for the Village of Freeport's Power Plant 1; and

WHEREAS, the term of the contract shall be for approximately three years with the Village's option to renew for two (2) one-year terms; and

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

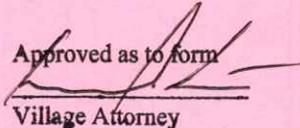
WHEREAS, the services will be funded through Homeland Security account E7191001 511100 (Security Contract – PP1); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "Uniformed Guard Services for Power Plant", Bid #23-02-ELEC-649 in the Freeport Herald and other relevant publications on January 26, 2023, with specifications available from January 27, 2023 to February 10, 2023, with a return date of February 14, 2023.

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

1/12/2023

NOTICE TO BIDDERS
UNIFORMED GUARD SERVICES FOR POWER PLANT
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC 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 “UNIFORMED GUARD SERVICES FOR POWER PLANT” until 11:00 A.M. on Tuesday, February 14, 2023, 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 Friday, January 27, 2023, until 4:00 P.M. on Friday, February 10, 2023.

There is no charge for a set of Contract documents.

Each Bid must be accompanied by a Bid Bond made payable to the Village in an amount of 5 percent of Bidder’s maximum Bid price for the three year contract term and in the form of a certified or cashier's check or a Surety Bond issued by a qualified surety.

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
Issue Date – January 26, 2023

VILLAGE OF FREEPORT

Nassau County, New York



REQUEST FOR BIDS for UNIFORMED GUARD SERVICES FOR POWER PLANT

BID #23-02-ELEC-649

MAYOR
ROBERT T. KENNEDY

TRUSTEES

JORGE A. MARTINEZ CHRISTOPHER L. SQUERI
EVETTE B. SANCHEZ RONALD J. ELLERBE

PAMELA WALSH BOENING, VILLAGE CLERK
HOWARD COLTON, VILLAGE ATTORNEY
ISMAELA HERNANDEZ, TREASURER
KIM WELTNER, PURCHASING AGENT



AL LIVINGSTON JR., SUPERINTENDENT

NOTICE TO BIDDERS

REQUEST FOR BIDS FOR UNIFORMED GUARD SERVICES FOR FREEPORT ELECTRIC POWER PLANT

INTRODUCTION

The attention of all who submit a Bid is called to the Federal, State, and Municipal laws, regulations and ordinances in reference to labor, materials, Bids and all other matters pertaining to the relationship between the Village and Bidder.

Bidders should ensure that their Bids include the completed forms identified herein in detail, as well as all of the supplemental information requested. Bids shall be addressed to:

Incorporated Village of Freeport
Office of the Purchasing Agent
46 North Ocean Avenue
Freeport, NY 11520
Attn: Ms. Kim Weltner, Purchasing Agent

This entire specification and Bid form must be returned in a SEALED envelope clearly marked:

“SEALED BID – UNIFORMED GUARD SERVICES”

Bids will be accepted until **11:00 A.M., February 14, 2023**, at the Office of the Purchasing Agent, 46 North Ocean Avenue, Freeport, NY 11520.

Each Bid must be headed by the name of the Bidder and the address of his principal office or principal place of business. Bids containing only a post office box as a mailing address will be deemed inadequate, and may, at the discretion of the Village, be rejected. In those instances that a Bid is made by corporation, a legally authorized agent of the corporation shall sign the Bid.

The Village representatives, acting on behalf of the Village governing Board, reserve the right to award all or any part of said Bid, to reject all or any part of said Bid, and reject any or all Bids received. The Village reserves the right to award to that responsive and responsible Bidder whose fee schedule and other costs when applied to the minimum hours would result in the least total cost for such services over the minimum hours worked. The Village reserves the right to waive all informalities not involving price or time and to negotiate contract terms with the Successful Bidder.

If a prospective Bidder is in doubt as to the true meaning of any part of the instructions, he may promptly submit to the Superintendent of Electric Utilities a **written request** for an interpretation thereof. The Superintendent of Electric Utilities or his representative may answer each inquiry in writing prior to the deadline for submitting of the Bids. However, no inquiries will be responded to if submitted within ten (10) days of the date that bids are due. The making

of any necessary inquiry will be the Bidder's responsibility. Oral requests or answers will not be binding on the Village.

The Bidder should not include sales taxes in the fee schedule. The Village of Freeport is exempt from payment of sales tax pursuant to Sec. 1116 of the Tax Laws of the State of New York.

A Bid may be withdrawn at any time prior to the scheduled time for bid opening. Once the Bids have been opened, no Bids may be withdrawn for a period of forty-five (45) business days from the date of Bid opening.

Further, no Bidder to whom any contract shall be let, granted or awarded, as required by law, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the prior written consent of the Board of Trustees of the Incorporated Village of Freeport.

SECTION 00003

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UNIFORMED GUARD SERVICES
FOR POWER PLANT
FREEPORT ELECTRIC
INC. VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

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SECTION 00100

REQUEST FOR BIDS FOR UNIFORMED GUARD SERVICES FOR POWER PLANT

The Village of Freeport, Long Island, NY (“the Village”) seeks Bids from individuals and firms qualified in supplying uniformed unarmed guard service (“Guard Service”) who can meet the Village’s need for reliable and flexible Guard Service at the Village’s power plant facilities located at 220 West Sunrise Highway in Freeport, NY. Guard Service shall include the use of unarmed guards to provide protection for power plant site, grounds and access. Bidders must have a minimum of five (5) years demonstrated on-site procurement and management of security staffing experience on power plant facilities of similar use and scale. Guard Service may be utilized to supplement existing in-house security staff or be utilized to provide all security personnel at a given facility.

The Village seeks Bids based upon a fixed rate applied against the minimum hours of service to be provided, including the option. All rates proposed should be the best rate that the Bidder can provide for Guard Service over the full five-year term, base plus option years.

RFB-1--DEFINED TERMS

A. Terms Used. Terms used in this Request for Bids which are defined in the Agreement for Uniformed Guard Services have the meanings assigned to them in the contract. Certain additional terms used in this Request for Bids have the meanings indicated below.

Bid Documents - the Advertisement or Invitation, Request for Bid, Bid Form, and the proposed Contract Documents (including all Addenda issued prior to acceptance of Bids.)

Bidder - one who submits a Bid directly to Village in response to this Solicitation.

Successful Bidder - the Bidder to whom Village (on the basis of Village's evaluation as hereinafter provided) makes an award.

RFB-2--GENERAL BID DOCUMENT INFORMATION

A. Address for Obtaining Bid Documents. Complete sets of the Bid Documents may be obtained from the Village purchasing department at the location stated in the Advertisement or Invitation for Bids.

B. Hourly Data. In establishing a Base amount, the Bidder should assume that the Guard Services will be performed twenty-hour (24) hours a day for seven (7) days a week (“24/7”) commencing on or about March 1, 2023 and concluding February 28, 2026. For the two options, the Bidder should assume that the Guard Services will be performed 24/7 for a one year term. One guard is required at the power plant site; however, the Bidder shall not propose qualified security personnel for more than 40 hours/per week.

RFB-3--QUALIFICATIONS OF BIDDERS

A. Prospective Bidders are advised that the Village's intent in establishing the requirements for this RFB is to ensure that only qualified and reliable Bidders perform the work required by the solicitation and any subsequent contract. Bidders shall have the burden of demonstrating to the satisfaction of the Village that they can in fact successfully perform the work required. This shall be in the form of written statements as to the Bidder's experience, references, listing of contracts performed, financial statements, number of guards, or ability to respond such that the Village can evaluate the Bidder's ability. All statements made must be independently verifiable by the Village. Bidder must demonstrate, to the sole satisfaction of the Village, Bidder's financial viability, creditworthiness, commercial soundness and depth of financial resources to insure completion of all contractual obligations. Bidder may furnish any information it deems pertinent to the Village's evaluation. Bidder shall, at a minimum, include the following documentation:

- A current Comprehensive Dun & Bradstreet Business Information Report prepared on Bidder information.
- Bidder may also be required to submit the most recent independently audited annual financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP).

B. This information will be used as part of the bid evaluation process. **Section 300 qualification forms must be filled out. The successful company shall possess a minimum of 5 years experience providing uniformed security guard services to power plant facilities of same or equal size.** Any Bidder failing to submit, in whole or in part, the required statements attesting to its qualifications may result in a rejection of the bid for that Bidder.

RFB-4--SECURITY GUARD QUALIFICATIONS

A. The primary obligation of the Bidder is to provide security guard services meeting at least the minimum performance requirements described below. The Bidder must evaluate the guards' experience and credentials prior to offering its services to ensure that all guards meet the requirements of the New York State Security Guard Act. Successful Bidders are required to maintain documented evidence that the guards meet all these qualifications prior to a guard starting work and continuing throughout the term of the Contract. Upon request, copies of the documents evidencing compliance with the Security Guard Act, excluding information that is statutorily prohibited from disclosure, shall be furnished within forty-eight (48) hours to the Village. Successful Bidders are required to make readily available for inspection or audit by the Village, on-site or off-site, copies of such documentation and as required ensuring compliance with all terms and conditions of the Contract.

B. Bidders must only propose security guards that meet the following minimum qualifications:

1. Minimum six months experience as a New York State Department of State registered security guard.
2. Minimum 18 years of age.

3. Able to communicate with visitors and prepare incident reports.
4. In good physical condition to perform the essential duties of the position.
5. Have a copy of their current DOS Photo ID card and Certification of Compliance on file with Bidder.
6. Completed all DOS and Department of Criminal Justice Services (DCJS) security guard training requirements.
7. Visibly display the DOS Photo ID on the guard's person at all times while on duty.
8. All security guards are to be bonded in the form of an Employee Dishonesty Bond including third party coverage in the amount of \$50,000 or in other form, term and amounts acceptable to the Village.
9. Copy of satisfactory (negative) drug test result either through a urine sample or mouth swab (oral fluid) for, at a minimum, marijuana, cocaine, opiates, amphetamines, and phencyclidine, meeting Substance Abuse and Mental Health Services Administration (SAMHSA) standardized cut-off levels. Tests shall be performed within the sixty (60) day time period prior to the initial assignment of each guard.
10. Random drug testing which will be conducted once by the Bidder within each twelve (12) month period after original assignment for all guards assigned, for a minimum of the above listed drug classes. These additional tests would be at the expense of the Bidder and limited to one additional test per guard per year. If an Authorized User requests further drug screen testing, Bidder shall have such tests performed at the Authorized User's expense. Bidder shall reimburse Authorized User for costs associated with each positive result.
11. Guard shall document completion of a high school degree or General Equivalency Diploma (GED).
12. Medical exam of the guard evidencing and attesting to the fitness of the guard to perform the essential duties of the position.
13. Valid current New York State driver's license.
14. Background Investigations for all guards assigned to site to include any or all of the following:
 - i. Three-year prior employer's check.
 - ii. Criminal records check for all out of state previous employment.

- iii. Minimum of two personal reference checks.
15. The following training:
- i. Legal Aspect of Private Security
 - ii. Criminology as it applies to Public Relations
 - iii. Report Writing and Record Keeping
 - iv. Patrol Functions – (detection and prevention)
 - v. Response to Criminal Incidents
 - vi. Traffic Control
 - vii. Investigative Techniques
 - viii. Familiarization of Security Equipment

RFB-5--EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder before submitting a Bid to:

1. Examine thoroughly the Contract Documents and other related data identified in the Bid Documents;
2. Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
3. Promptly notify Village of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in or between the Bid Documents.

RFB-6--INTERPRETATIONS AND ADDENDA

A. All questions about the meaning or intent of the Bid Documents are to be directed to Village in writing to Mr. Al Livingston Jr., Superintendent of Electric Utilities, Freeport Electric, 220 West Sunrise Highway, Freeport, NY 11520, Facsimile (516) 377-2359, Email: alivingston@freeportelectric.com. Interpretations or clarifications considered necessary by Village or Village's Consultant in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Village as having received the Bid Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Addenda may also be issued to modify the Bid Documents as deemed advisable by Village.

RFB-7--BID BOND AND PERFORMANCE BOND

A. Each Bid must be accompanied by a Bid Bond made payable to the Village in an amount of 5 percent of Bidder's maximum Bid price for the three year contract term and in the form of a certified or cashier's check or a Surety Bond on a form prescribed in Section 00200, issued by a qualified surety.

B. The Bid Bond of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 15 days after the Notice of Award, the Village may annul the Notice of Award and the Proposal security of that Bidder will be forfeited.

C. The Bid Bond of other Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the 7th day after the Effective Date of the Agreement or the 90th day after Bids are received, whereupon the Bid Bond furnished by such Bidder will be returned. Bid Bonds with Bids that are not competitive will be returned within 30 days after the Bid opening or as soon thereafter as is practicable.

D. Performance Bond – at the option of the Village, the Successful Bidder shall, at its own expense, furnish a satisfactory performance bond for one hundred percent of the contract price in favor of or payable to the “Inc. Village of Freeport.” The Bond must be written by a recognized surety company rated by A.M. Best & Co., Inc., currently as “A: Class IX”, or better and licensed to do business in the State of New York or, in the alternate, a certified check in the full amount of the contract price in favor of or payable to the “Inc. Village of Freeport.”

RFB-8--BID FORM

A. Separate Bid Forms (00200), Qualifications Statements (00300), Responsibility Questionnaire (00400) and Noncollusion Affidavit (00500) are included with the Bid Documents.

B. All blanks on the Bid Forms must be completed by printing in black ink or by typewriter or computer.

C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

E. All names must be typed or printed in black ink below the signature.

F. The address and telephone number for communications regarding the Bid must be shown.

G. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph C above and any other required authorizations must be shown.

H. If the Bid includes express or implied exceptions that are not listed as required, the requirements of the Bid Documents shall govern. Bidder shall not alter any part of the Contract

Documents in any way, except by stating its exceptions in accordance with Article 5 of the Bid Form (00200).

I. Bidders shall **submit one original and two duplicate copies of the Bid Form(s) and all related materials. Identify "Duplicate" copies as such.**

RFB-9--EXCEPTIONS TO BID DOCUMENTS

A. If Bidder takes exception to the Bid Documents, it shall so indicate by checking off "Exceptions Taken" and listing the exceptions in the Bid Form.

B. Exceptions taken shall be specific in nature and presented as follows. Bids that do not comply with these requirements for the presentation of exceptions shall be considered irregular and may be rejected at the discretion of the Village.

1. Reference the applicable page number, section number, and section title of the Bid Documents.
2. Proposed deletions shall be set off by brackets, thus: [delete this language], and proposed substitute or new language shall be indicated by underlining, thus: substitute this language.
3. Exceptions, which are general, that make reference to Bidder's standard terms and conditions, or which make reference to Bidder's descriptive information as a whole are not acceptable.

C. If Bidder does not take exception to the Bid Documents, it shall so indicate by checking off "No Exceptions Taken" in the Bid Form.

D. Bids that do not comply with this requirement shall be considered irregular and may be rejected at the discretion of the Village.

E. Although the Village shall review Bids that identify exceptions pursuant to instructions of this provision, the Village shall be under no obligation to accept or reject any Bid that includes exceptions that are consistent with the instructions of this provision.

RFB-10--SUBMISSION OF BIDS

A. Bids shall be submitted no later than **February 14, 2023, at 11:00 A.M.**, at the following address:

Incorporated Village of Freeport
Purchasing Department
46 North Ocean Avenue
Freeport, New York 11520
Attn: Ms. Kim Weltner, Purchasing Agent
(P) 516-377-2304

B. Bids shall be enclosed in an opaque sealed envelope or box, marked "UNIFORMED GUARD SERVICES FOR POWER PLANT", and identifying the name and address of Bidder. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope or box with the notation "BID ENCLOSED" on the face of it. Facsimiles of Bids will not be accepted.

RFB-11--OPENING OF BIDS

A. Bids will be opened publicly at **11:00 A.M. on February 14, 2023, in the Main Conference Room at Village Hall, 46 North Ocean Avenue, Freeport, NY.**

RFB-12--BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for 45 business days after the day of the Bid opening, but Village may, upon request and in its sole discretion, release any Bid prior to that date.

RFB-13--SELECTION CRITERIA - BID EVALUATION

A. In evaluating Bids, Village will consider the qualifications of Bidders and Guards proposed by Bidder, whether or not the Bids comply with the prescribed requirements, and such alternates, and other data, as may be requested in the Bid form or prior to the Notice of Award.

B. RFB-3 and RFB-4, above, set forth the Village's criteria regarding experience and qualifications. Bidders failing to submit evidence of their qualifications, in accordance with Section 00300, will cause a Bid to be considered non-responsive.

C. The Village will consider matters including, but not limited to:

1. Compliance with the Bid document requirements;
2. Technical skill and experience of the Bidder and its key personnel (*i.e.*, security guards) in performing Guard Service at power plants or similar facilities;
3. Overall responsibility and responsiveness of the Bidder;
4. Demonstrated knowledge of the various operational, administrative, and planning processes employed by the Guard Service industry; and
5. Past performance.

D. Bid prices may be adjusted based on the Village's valuation of exceptions taken.

E. The Village may conduct such investigations as the Village deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish uniformed guard services in accordance with the Contract Documents and Bidders shall cooperate with such investigations.

RFB-14--AWARD OF CONTRACT

A. The Village reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the Village believes that it would not be in the best interest of the Village to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful technical or financial ability or fails to meet any other pertinent standard or criteria established by the Village, in the Village's sole discretion. The Village also reserves the right to waive all informalities not involving price.

B. If the Contract is to be awarded, the Village will give the Successful Bidder a Notice of Award within 21 days after the day of the Bid opening. See sample Notice of Award contained at the end of this section.

RFB-15--CONTRACT SECURITY

The Village shall also require the Successful Bidder to provide performance and payment Bonds and other acceptable alternate security. When the Successful Bidder delivers the executed Agreement to Village, it must be accompanied by the required performance and payment Bonds, as described in the Agreement.

RFB-16--SIGNING OF AGREEMENT

When the Village gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 5 days thereafter the Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the Village. Within 15 days thereafter, the Village shall deliver one fully signed counterpart to Bidder.

RFB-17--SALES AND USE TAXES

The Village is exempt from New York State Sales and Use Taxes. Said taxes shall not be included in the Contract Price. An exemption certificate shall be furnished upon request.

RFB-18--CONTRACT TIMES

A. The Village anticipates that the services shall commence under an agreement, on or around March 1, 2023 and shall continue until February 28, 2026.

B. The Village shall include within any agreement for these services the option of unilaterally extending the services for an additional two years. Therefore, the Bidder should propose two options for Guard Services - one for the period of March 1, 2026 to February 28, 2027 and another for the period of March 1, 2027 to February 29, 2028.

NOTICE OF AWARD

DATE:

TO:

ADDRESS:

You are notified that your Bid dated ****DATE**** for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for items: ****Specify****

Three copies of each of the proposed Contract Documents accompany this Notice of Award. You must deliver to the Village three fully executed counterparts of the Agreement including all the Contract Documents within 5 days of the date of this Notice of Award, that is by ****DATE****.

Failure to return the executed contracts within the time specified will entitle Village to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within 15 days after you comply with the above conditions, Village will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

INCORPORATED VILLAGE OF FREEPORT

By: _____
(Authorized Signature)

(Title)

ACCEPTANCE OF AWARD BY: ****CONTRACTOR****

By: _____
(Authorized Signature)

(Title)

(Date)

SECTION 00200

BID FORM

P-1--PROJECT IDENTIFICATION:

CONTRACT FOR UNIFORMED GUARD SERVICES IN CONNECTION WITH FREEPORT ELECTRIC'S GENERATION PLANT

P-2--THIS BID IS SUBMITTED TO:

*Incorporated Village of Freeport
Office of Purchasing Agent
46 North Ocean Avenue
Freeport, New York 11520
Attn: Ms. Kim Weltner, Purchasing Agent*

P-3--BIDDER'S OBLIGATIONS AND REPRESENTATIONS

3.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Village in the form included in the Contract Documents to perform and furnish the guard services described in the Bid documents and in Bidder's submittals, the Price indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder may set forth deviations from the Contract Documents, but acknowledges that Village is not obligated to consider, acknowledge, or accept such deviations. Wholesale substitution of terms and conditions may render the Bid non responsive.

3.02 This Bid will remain subject to acceptance for 45 business days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement within 5 days after the date of Village's Notice of Award.

3.03 In submitting this Bid, Bidder represents and agrees, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents and the Contract Documents;

B. Bidder is familiar with federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the services;

C. Bidder has correlated the information known to Bidder, information identified in the Contract Documents, and data with the Contract Documents;

D. Bidder has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by the Village is acceptable to Bidder, and the Bidder asserts that Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted;

E. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Village. Bidder has signed the required non-collusion affidavit form provided; and

F. Bidder has ability to meet the minimum experience and qualification criteria set forth in Section 00100, RFB-3 and RFB-4, as evidenced in its completion of Section 00300.

3.05 Bidder, in the event it is selected as the Successful Bidder, has the ability and shall provide sufficient guard supervision and shall demonstrate that supervision is being conducted by the use of unscheduled supervisor checks and shall provide supervisors who shall be able to respond to site within the timeframe directed by the Village.

3.06 The Successful Bidder shall provide evidence to the Village for each security guard working at the Village's site: 1) a Department of State ("DOS") Photo Identification Registration, which shall be displayed on the guard at all times; and 2) a current Certification of Compliance. Failure by the Successful Bidder to provide evidence of such documentation will result in the rejection of the security guard from assignment.

P-4--CONTRACT PRICE

The Village seeks bids based upon minimum security hours to be worked per month over the course of the three years for the base contract, with an option for two one year options based upon the minimum security hours to be worked identified per month for the last year of the base. The Bidder shall be responsible for all cost associated with providing standard equipment for the security guards, providing insurance for the Guard Service, for any associated supervision costs, as well as any other miscellaneous costs. Therefore, the Bidder shall not be reimbursed under a separate line item for such costs.

The Bidder is required to bid rates and a labor mix for the provision of Guard Services. The Bidder is required to provide a narrative to explain the bid rates and labor mix provided, failure to do so may result in the Bidder be considered as non-responsive. Please state the unit rate and category of

Guard Service to be provided within the Bid, and provide narrative description explaining the labor mix used in the Bid.

Rate	Labor Category

Do not include Federal, State and other taxes in bid price. The Village of Freeport is exempt from payment of sales tax pursuant to Sec. 1116 of the Tax Laws of the State of New York. The above rates **exclude** sales and use taxes.

ITEM	DESCRIPTION	PRICE
UNIFORMED GUARD SERVICES FOR POWER PLANT		
E-1	Provision of Guard Services at the Village’s Power Plant Facility - Term March 1, 2023 – February 28, 2026	
E-2	OPTION 1 - Provision of Guard Services at the Village’s Power Plant Facility - Term of One Year	
E-3	OPTION 2 - Provision of Guard Services at the Village’s Power Plant Facility - Term of One Year	
TOTAL LUMP SUM BID PRICE - GUARD SERVICES (ALL ITEMS)		\$ (Use figures)
_____ and _____/100 (Use words)		

P-5—EXCEPTIONS TO PROPOSED CONTRACT DOCUMENTS

EXCEPTIONS NOT TAKEN (check if none taken)
 EXCEPTIONS TAKEN (check if yes)

If checked yes, Bidder’s Exceptions in the Contract Documents are listed below (specify if additional sheets are attached):

Section Excepted to	State Exception

P-6--EXHIBITS

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bidder’s Qualification Statement with supporting data (Section 00300)
- B. Bid Bond (Section 00310)
- C. Responsibility Questionnaire (Section 00400)
- D. Noncollusion Affidavit (Section 00500)
- E. Technical Requirements (Section 00600)
- F. Bidder’s Other Attachments (list items below or indicate “None”).

P-7--COMMUNICATIONS

7.01 Communications concerning this Bid shall be directed to the name, address, telephone number, and facsimile number of Bidder indicated below.

Bidder Name _____

Address _____

Phone/Email _____

Facsimile No. _____

P-8--SUBMISSION

SUBMITTED ON: _____

IF BIDDERS IS:

An Individual

By _____
(Individual's Name)

doing business as _____

Business Address

Telephone & Facsimile No. _____

A Partnership

By _____
(Firm Name)

(General Partner)

Business Address

Telephone & Facsimile No. _____

A Corporation

By _____
(Corporation Name)

State of Incorporation _____

By _____
(Name of Person Authorized to Sign)

Title _____

Corporate Seal

Attest _____
(Secretary)

Business Address _____

Telephone & Facsimile No. _____

Date of Qualification to do Business as out-of-state corporation: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Business Address _____

Telephone & Facsimile No. _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

SECTION 00300

QUALIFICATION FORMS

The following data, statements of experience, personnel, and general qualifications of the Bidder are submitted as a part of the Bid and the Bidder represents and guarantees the truthfulness and accuracy thereof.

A. Our organization has been in business continuously from the year _____.

B. Our organization has experience providing Guard Services to power plant facilities (or comparable Critical Infrastructure) for _____ years.

C. The following list of supervisory personnel currently employed by the Bidder would be primarily responsible for serving the Village. Please attach resumes, as available.

Name	Title	Years of Experience

D. Following is a list of security guards to be employed by the Bidder, whom the Bidder proposes to use for Guard Services for the Village. Please attach resumes, as available.

Name	Title	Years of Experience

E. The names of officers of the company responsible for this contract, their function, title, and number of years of service with company. Please attach resumes, as available.

Name and Title	Function	Years of Experience

F. Number of non-guard employees and their location(s); Number of New York DOS registered guards currently employed and their location(s).

Employees	Number	Location(s)
DOS Registered Guards		
Non-Guard		

G. The names and addresses of the members of the Board of Directors of proposing corporation, or the names and addresses of all persons and parties interested in this Bid as partners of a partnership or as individuals, are as follows (attach additional sheets if necessary).

Name	Residence Address	Business Address and Telephone No.

H. Following is a list of all power plants Bidder has supplied Guard Service to in the last five years.

Name of Plant	Contact Name/ Telephone No.	Describe Guard Service (including number of Guards provided)	Dates Served

I. Following is a list of the largest past or current contracts during the last three years including annual dollar volume, and approximate number of guards employed for each contract listed. Please list contracts starting with the most recent or current contracts first.

Name of Customer	Contact Name/ Telephone No.	Annual Dollar Volume	Number of Guards Employed	Dates Served

J. Reference is hereby made to the following bank or banks as to the financial responsibility of the Bidder.

Name of Bank	Address	Contact Name and Telephone No.

K. Identify all litigation Bidder has been a party to regarding Guard Service, or issues related thereto.

L. Identify all governmental agency investigations regarding Bidder's Guard Service, issues related thereto, or similar matters.

M. Provide an executive summary of Bidder's company, the extent of qualifications and experience in providing Guard Services to State and Federal government and commercial entities. Describe Bidder's qualifications in providing Guard Services of the type and magnitude contained in this RFB. Include Bidder's headquarters, the date Bidder was organized and, if a corporation, when and where incorporated. If not identified above, Bidder must provide evidence that it has been in the professional security guard business handling industrial, commercial, and institutional accounts for at least five years immediately prior to the submission of this Bid.

N. Provide copies of the appropriate licenses from the New York State Department of State authorizing the Bidder's operation.

O. Provide at least five references for contracts held during the last two years from clients preferably two of which should be from governmental entities, for security guard services provided similar in scope to the size, nature and complexity of the RFB. Each reference must contain the organization's name and address, with a contact person's name, title, phone and facsimile number and e-mail address (if available). Briefly describe the assignment for each of these references along with the staffing levels involved, the annual dollar volume and the billable hours charged on a monthly basis.

P. Identify each violation (if any) issued within the previous five years by DOS against Bidder relating to the Security Guard Act. Provide copies of any settlement agreements entered into with the NYS DOS for such violations. If there have been no violations, please state "NONE."

Q. Fully describe background checks that are performed by Bidder (other than DOS requirements) and how that information is verified. Describe Bidder's process for ensuring that guards provided are of the highest quality possible. Describe the average length of time required to screen and recruit guards for new assignments.

R. Identify the methods employed by Bidder to track employee training requirements in accordance with DOS requirements and in accordance with the contract specifications herein. Identify the system Bidder utilizes to monitor timely training and registration/license renewals and record maintenance. Detail the steps taken by your company to ensure that all guards who may be assigned under this contract have been properly trained, are currently registered with DOS, and meet the requirements of the Security Guard Act. Include at a minimum, a description of how you will maintain and update files to ensure that all initial and annual mandated training is completed in a timely manner and that all guards' DOS Registrations are kept current.

S. If Bidder is certified by the Department of Criminal Justice Services (DCJS) as a security guard training school, describe and provide documentation of DCJS instructor certification and training school approval in which Bidder's employees are trained. If Bidder is not a certified DCJS training school or provides only partial security guard training, provide the name, address and phone number of the certified school(s) Bidder's employees attend to be compliant with DOS training requirements. Include a detailed description of the training the guards shall receive prior to and during their assignment to meet the terms and conditions of this bid.

T. Describe the procedures for making guard rotation changes in schedules and other day-to-day routine adjustments in the Guard Service. Describe the procedures followed to provide coverage for "no show" guards, as there is no provision to compensate for overtime. Also describe Bidder's emergency notification plan, response time, responsibility levels and how guards are deployed to cover for "no shows."

U. Describe the procedures in place to provide company contact availability 24 hours a day, 365 days a year.

V. Describe any other background information or data that would be helpful in presenting a complete synopsis of the Bidder's capabilities. Include value added capabilities (e.g., 24-hour communication center operated by Bidder, automated scheduling/accounting systems, etc). Describe any new concepts or innovative ideas for the services being bid.

W. Describe in detail the immediate and long-term customer support structure Bidder proposes to provide in connection with this contract. Specific reference should be made to providing accessibility to staff. Ongoing support of the facility, including degree and availability of both management and technical support shall be outlined.

SECTION 00310

**UNIFORMED GUARD SERVICES
FOR POWER PLANT
FREEPORT ELECTRIC
INC. VILLAGE OF FREEPORT
NASSAU COUNTY, NY**

BID BOND FORM

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

SECTION 00400

RESPONSIBILITY QUESTIONNAIRE

INSTRUCTIONS:

Complete this form answering every question. A "Yes" answer to any question requires a written explanation attached to the questionnaire and submitted on company letterhead signed by an officer of the company. Each member of a partnership or joint venture, which was formed as a result of this Solicitation, must complete and submit this form.

QUESTIONS

Within the past five years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more shares) or any person involved in the bidding process been the subject of any of the following:

- (a) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?
_____ YES _____ NO
- (b) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?
_____ YES _____ NO
- (c) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any government agency?
_____ YES _____ NO
- (d) an investigation for a civil violation by any local, state or federal agency?
_____ YES _____ NO
- (e) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?
_____ YES _____ NO

- (f) a local, state, or federal suspension, debarment or termination from the contract process?
 _____ YES _____ NO
- (g) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?
 _____ YES _____ NO
- (h) a local, state, or federal denial of award for non-responsibility?
 _____ YES _____ NO
- (i) an agreement to a voluntary exclusion from bidding/contracting?
 _____ YES _____ NO
- (j) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract?
 _____ YES _____ NO
- (k) a State Labor Law violation deemed willful?
 _____ YES _____ NO
- (l) a firm-related bankruptcy proceeding?
 _____ YES _____ NO
- (m) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?
 _____ YES _____ NO
- (n) a denial, decertification, revocation or forfeiture of Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?
 _____ YES _____ NO
- (o) a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract?
 _____ YES _____ NO
- (p) a rejection of a bid on a New York State contract for failure to comply with the MacBride Fair Employment Principles?
 _____ YES _____ NO
- (q) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
- federal, state or local health laws, rules or regulations
 - unemployment insurance or workers’ compensation coverage or claim requirements
 - ERISA (Employee Retirement Income Security Act)

- federal, state or local human rights laws
- federal or state security laws
- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws
- Federal Power Act

_____ YES _____ NO

Information on the following additional topic should also be submitted with this questionnaire, if applicable:

- (1) Complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency?

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding either to award a contract or approve a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Name of Business

Signature of Officer

Address

Typed Copy of Signature

SECTION 00500

NON-COLLUSION AFFIDAVIT

I, _____, being duly sworn depose and under the penalty of perjury say that the following is true:

1. I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on the behalf of my firm.

2. The price(s) and amount of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition with any other contractor, competitor, Bidder, or potential Bidder.

3. Unless otherwise required by law, neither the price(s) nor the amount of this Bid have been disclosed to any other firm or person who is a Bidder, competitor, or potential Bidder on this Project, and will not be so disclosed either directly or indirectly prior to Bid opening.

4. No attempt has been made or will be made to solicit, cause, or induce any firm, partnership, corporation, or person to submit or not submit a Bid on this Project, or to submit a Bid higher than the Bid of this firm, or submit an intentionally high or noncompetitive Bid or other form of complementary Bid, or for the purpose of restricting competition.

5. The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary Bid.

6. My firm has not offered or entered into a subcontracting agreement regarding the purchase of materials, commodities or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other Solicitation, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary Bid to this Solicitation.

7. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials, commodities or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other Project, in consideration for my firm's submitting a complementary Bid or agreeing to do so, to this Solicitation.

8. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this affidavit.

Attest:
Sworn to me this _____ day of _____,

Company Name

Signature and Company Position

Type Name/Company Position

Date: _____

By: _____

SECTION 00600

UNIFORMED GUARD SERVICES FOR POWER PLANT FREEPORT ELECTRIC INC. VILLAGE OF FREEPORT NASSAU COUNTY, NY

TECHNICAL REQUIREMENTS

1. GENERAL

- The Contractor shall be completely responsible for the work of its assigned guards, including any damages or breakdowns caused by their failure to take appropriate action.
- The Contractor and all security guards shall have all necessary New York State and/or local government or agency licenses and/or certifications to provide security services in the State of New York. Contractor must provide a copy of company license with bid.
- The Village shall not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that Contractors have based their bid on the more expensive manner. Final decision shall rest with the Village.
- The Village has the right to request the removal of any guard at any time. The Contractor will comply with this request within 24 hours of notification by the Village.

2. SUPERVISION REQUIREMENTS

- Shift Supervision
The Contractor shall provide regular shift supervision of the guards.
- Inspection Requirements
The Contractor shall conduct random inspections of the Guard Services provided by the guards. Contractor shall include but is not be limited to providing to Freeport written reports, to include the date, time, and results within the time frame requested, or in a timely fashion if not specifically requested.

3. UNIFORMS (PROVIDED BY CONTRACTOR)

- The required current DOS photo ID card must be visibly displayed on the guard's person at all times.
- The Contractor shall provide distinctive and appropriate guard uniforms in keeping with weather conditions and seasons to ensure that the guards are neat and clean in appearance.
- Each guard shall wear identifying shoulder patches, the employer's badge and the employees' nametag identifying such person as a security guard.

4. STANDARD EQUIPMENT

The following equipment is required for each guard and shall be provided by the Contractor at the Contractor's expense:

- An operable flashlight
- Pen or pencil and watch
- Logbook (Note: Logbook with entries remains the property of the Village)
- General and special orders
- Whistle
- Supervisory watch clock
- Two-way radio/beeper
- Site specific training

5 MANDATORY RESTRICTIONS

- No smoking allowed by guard in other than designated smoking areas.
- No smoking in Guard Booth.
- No personal use by guard of Village's telephones, computers or telecommunications equipment, without prior written permission.
- No guard is to bring any weapon of any type into any building including but not limited to the following: firearms, knives, billy clubs, nightsticks, blackjacks, gas discharge guns, containers, etc.
- No guard is to bring into any building or carry on patrol any radio, recorder, television, reading material, music maker, game or pictorial material unless approved in writing by the Village.
- No guard shall be under the influence or carry the odor of alcoholic beverages while on duty, nor shall any guard carry or consume any alcoholic beverage while on duty.
- No guard shall be under the influence of, carry or ingest a controlled substance as defined in the Penal Law of the State of New York while on duty, except as prescribed by medical authorities and then only if the guard's performance of duties shall not be impaired in any way.

6. AREAS OF RESPONSIBILITY MAY INCLUDE BUT ARE NOT LIMITED TO:

- Restrict access to facilities.
- Maintain a high state of awareness.
- Check appropriate ID's.
- Make designated checks around the facilities – checking doors, gates, windows and monitoring panels for alarms, etc.
- Report to the Village unusual incidents, hazardous conditions, etc.
 - violent storm
 - a disruptive activity that may constitute a danger to the building or its environs, or to any residents, visitors, employees, or building occupants. Also, every effort should be made to sound any mechanical or electronic alarms in such building, in order to alert responsible parties to such potential danger
 - Fire

- Vandalism
- Theft
- Loitering
- Trespass
- Burglaries/Unlawful Entry
- Building system malfunctions and deficiencies (i.e., water leaks, open windows, non-working lights, etc.)
- Raise and lower State and National colors.
- Submit reports relative to area of responsibility as required.
- Assist in all practice and actual emergency evacuations where applicable.
- Perform other such duties as may be prescribed (attend to parking facilities, escort duties, observe/screen visitors, issue passes, check ID's, etc.) as directed by the Village
- Provide open lines of communication.
- Inspect all box trucks or tractor trailers before entry into the facility.
- Log all deliveries with date and time and truck plate number.

SECTION 00700

**UNIFORMED GUARD SERVICES
FOR POWER PLANT
FREEPORT ELECTRIC
INC. VILLAGE OF FREEPORT
NASSAU COUNTY, NY**

AGREEMENT

RFB – 00700 Agreement

GUARD SERVICES AGREEMENT

This Guard Services Agreement (the "Agreement"), dated as of _____, is 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 [Successful Bidder], located at _____ (the "Contractor"). IVF and the Contractor are parties to this Agreement, and may from referred to individually as a Party or collectively as Parties.

RECITALS

WHEREAS, IVF desires to obtain certain guard services for one power plant location, as further set forth herein;

WHEREAS, Contractor is willing to provide such guard services to IVF on the terms and conditions set forth herein;

NOW, THEREFORE, IVF and the Contractor, in consideration of the mutual promises set forth herein, agree as follows:

Article I. Services

A. The Contractor shall provide IVF, in accordance with the terms and conditions set forth herein, services relating to providing unarmed guards for the protection of IVF's power plant site, grounds and access ("Guard Service"), all as described more particularly in Attachment A ("Service Requirements") attached hereto.

B. The Contractor shall provide Guard Service at the following IVF location: 220 West Sunrise Highway, Freeport, NY.

C. The Contractor shall provide Guard Service meeting the performance requirements under the Agreement. The Contractor must evaluate its guards' experience and credentials prior to utilizing the guards for Guard Service to ensure that all guards meet the requirements of the New York State Security Guard Act. The Contractor is required to maintain documented evidence that all of its guards meet all the minimum qualifications described in the

Service Requirements prior to commencing work and continuing compliance throughout the term of the Agreement. Upon two days' notice, the Contractor may be required to allow IVF to inspect, on-site or off-site, documents evidencing compliance with the terms of the Agreement, and the requirements of the Security Guard Act, by the Contractor and any guards assigned to IVF.

Article II. Warranty

A. The Contractor warrants that it has experience and expertise in performing Guard Services of the type required herein and that it shall perform the Guard Services with due care, diligence and in accordance with the level of skill, knowledge and judgment necessary to maintain security at IVF's power plant facility. The Contractor further warrants that it shall perform the Guard Services in strict accordance with the Service Requirements and time schedules except that the Contractor shall not be responsible for errors or delays caused by IVF. The parties shall share equitably the costs of errors or delays caused by both parties. The Contractor also warrants that it has and shall maintain adequate disaster recovery plans to ensure that Guard Services can be provided in the event of a disaster.

B. The Contractor shall promptly provide Guard Service in the event of a late arrival or "no-show" of an assigned guard at the IVF site. The Contractor shall be responsible for any additional cost incurred by IVF or the Contractor as a result of a late arrival or "no-show" by a guard.

C. No representation or statement not expressly contained in this Agreement or its Attachments shall be binding upon the Contractor as a warranty. The Contractor's warranties herein are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Article III. Term

A. This Agreement shall become effective March 1, 2023 (the "Effective Date") and, unless sooner terminated or cancelled, shall remain in effect for an initial period expiring

February 28, 2026 (the “Initial Term”). At the conclusion of the Initial Term, this Agreement shall expire unless IVF, in its sole discretion, provides notice to the Contractor of its intention to continue this Agreement for an additional 12 months (“First Renewal Term”). At the conclusion of the First Renewal Term, this Agreement shall expire unless IVF, in its sole discretion, provides notice to the Contractor of its intention to continue this Agreement for an additional 12 months (“Second Renewal Term”).

B. The Agreement shall not be subject to extension following the end of the Second Renewal Term except by mutual agreement of both Parties. IVF’s notice(s) of its election to continue this Agreement for any Renewal Term must be provided to the Contractor not less than sixty days preceding the end of the Initial Term or the First Renewal Term, respectively. Any additional Renewal Terms beyond the Second Renewal Term shall be by mutual agreement no later than fifteen days prior to the end of the then effective Renewal Term. (The Initial Term and any Renewal Term are hereinafter referred to collectively as the “Term”).

Article IV. Cancellation

A. Either Party may cancel this Agreement upon an occurrence of any Event of Default by the other Party, such cancellation to be effective upon the defaulting Party’s receipt of written notice of cancellation for default. Upon the occurrence of an Event of Default as to a Party, the non-defaulting Party shall have all rights and remedies available to it, at law and in equity. The right of cancellation created by this Article IV shall be in addition to such other rights and remedies.

B. “Event of Default” shall mean (1) fraud or any fraudulent practice with respect to the Agreement, (2) any breach of this Agreement, without regard to the materiality of such breach, provided that the non-defaulting Party shall give written notice of such breach to the defaulting Party and the defaulting Party shall have failed to cure such breach within 30 days after notice of breach is given, (3) Contractor failing the evaluation the quality of the Guard Service, consistent with the procedure to be developed under Article XIII; (4) dissolution of the

other Party or (5) if the other Party becomes insolvent, voluntarily files a petition for relief under bankruptcy or any similar or other insolvency laws (or has a petition filed against it and the same remains undischarged or unstayed for 60 days) or voluntarily or involuntarily enters receivership or any similar or other insolvency proceeding.

C. Notwithstanding the above, the IVF has the right to cancel this Agreement upon a sixty (60) day written notice sent to the address as listed within Article XV herein. The IVF will compensate Contractor for only those services rendered prior to the termination of the contract.

Article V. Compensation

A. As full and complete compensation for the Guard Services, including any incidental expenses, IVF shall pay the Contractor in accordance with Attachment B ("Compensation"), attached hereto. Attachment B shall be fixed for the Initial Term of the Agreement. In the event this Agreement is renewed in accordance with Article III above, the Compensation for First Renewal Term shall be as stipulated by the Contractor in the Bid proposal (Attachment B1); for the Second Renewal Term Compensation shall be as stipulated by the Contractor in the Bid proposal (Attachment B2).

B. The Contractor shall invoice IVF monthly for its charges for Guard Service provided during the preceding month, including all forms and information required by IVF's Purchasing Department. IVF shall pay all properly presented invoices within thirty (30) days of receipt. In the event that IVF disputes any portion of an invoice, IVF shall pay the undisputed portion of the invoice in accordance with this paragraph, and shall pay any disputed portion determined to be due within twenty (20) days of that determination.

Article VI. Indemnity and Limitation of Liability

A. To the maximum extent permitted by state law, the Contractor shall indemnify and hold harmless IVF, its officials, officers, directors and employees (a) from and against any and all claims, losses, liabilities (including punitive damages), costs and expenses (including reasonable attorneys' fees and related costs) arising out of a claim or claims asserted by persons

or entities not a Party to this Agreement, including but not limited to the Contractor's employees, agents, or subcontractors, in any manner arising out of this Agreement or the Contractor's performance thereof (each, a "Third Party Claim"), provided, however, the Contractor's indemnity obligation hereunder shall be reduced to the extent any Third Party Claim for which indemnity is sought arises out of the negligence or intentional misconduct of the person or entity seeking such indemnity. In no event shall any person or entity be entitled to indemnity hereunder with respect to any Third Party Claim that arises from the sole negligence of the person or entity otherwise entitled to such indemnity. At the request of IVF, or any other person or entity entitled to indemnity hereunder with respect to a Third Party Claim, the Contractor shall defend IVF and such person or entity in any proceeding for the purpose of establishing such liability. If the Contractor is providing such defense as requested, IVF, and any person or entity seeking indemnity hereunder, shall cooperate in the defense of such proceedings and shall not settle any claim for which indemnity is sought without the written consent of the Contractor.

B. The Contractor's indemnification and defense obligations under this Article for acts or occurrences prior to the expiration, termination, completion, suspension or cancellation of this Agreement shall continue in full force and effect regardless of whether this Agreement expires, terminates, or is suspended, completed or canceled. Such obligations shall not be limited in any way by any limitation of insurance, by the amount or types of damages, or by any compensation or benefits payable by the Parties under workers' compensation acts, disability benefits acts or other employee acts, or otherwise.

Article VII. Dispute Resolution

A. Intent. It is the intention of the Parties to make a good faith effort to resolve, without resort to litigation, any dispute, controversy or claim arising out of or relating to this Agreement or any breach hereof (a "Dispute") according to the procedures set forth in this Article. Nothing in this Article VII shall be deemed to prevent either Party from exercising any

right of termination or cancellation of this Agreement or to subject the exercise of such right to the procedures for dispute resolution as set forth herein.

B. Negotiation. IVF's and the Contractor's designated representatives shall attempt to resolve all Disputes by negotiation. In the event a Dispute cannot be resolved promptly by IVF's and the Contractor's representatives, each Party shall immediately designate a senior official with authority to resolve the Dispute. The designated senior officials shall promptly begin discussions in an effort to agree upon a resolution of the Dispute. If the senior officials do not agree upon a resolution of the Dispute within 45 days after a dispute is first referred to them, either Party may elect to abandon negotiations.

C. Formal Dispute Resolution. In the absence of a voluntary resolution reached in accordance with Paragraphs A and B of this Article, any Party may seek to resolve a dispute either in a forum of competent jurisdiction or, with the written consent of the other Party, by submitting the dispute to binding arbitration or other alternative dispute resolution method, to the extent permitted by state law, which shall be conducted using the procedures recognized by the American Arbitration Association; provided that no such formal dispute resolution shall be commenced until after the 45 day period provided by Paragraph B of this Article has expired, and provided further that the preceding condition shall not prevent a Party from initiating any suit or other action if it is necessary to secure any legal right which may otherwise be forfeited due to limitations or requirements imposed by rule or statute.

D. Performance. Unless a party has exercised a right to terminate this Agreement, the Contractor and IVF each shall continue to perform its obligations under this Agreement during the pendency of any Dispute; provided, however, that either Party may seek preliminary and permanent injunctive relief, including specific performance or other interim or permanent relief, if the Dispute involves risk to the safety or security of persons or property, if in the judgment of the Party seeking injunctive relief such relief is necessary to prevent injury or damage; provided further, that despite any such request for injunctive relief, the Parties shall

continue to proceed to negotiate in good faith in accordance with the procedures outlined in this Article VII.

Article VIII. Insurance

A. The Contractor and each of its Subcontractors performing Guard Service shall obtain and maintain the following insurance continuously during the Term hereof:

(1) Statutory workers' compensation coverage, or equivalent social insurance, in accordance with the law of the state where the Work is to be performed;

(2) Comprehensive general liability or commercial general liability insurance, including coverage for property damage and contractually assumed obligations, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate; and

(3) Comprehensive automobile liability insurance covering all the Contractor vehicles, whether owned or non-owned, with a combined single limit of \$0 per occurrence.

(4) Statutory disability insurance shown on a DB120.1 is required.

(5) IVF shall be included as an additional insured on the aforementioned insurance coverage, to the extent permitted by state law.

B. Not later than thirty days after the beginning of each Contract Year during the Term hereof, the Contractor shall cause its insurers to provide IVF a certificate evidencing the insurance required herein, such certificate to acknowledge that the insurance will not be canceled, revoked or non-renewed unless IVF is provided at least 30 days' prior written notice. The Contractor shall cause its insurance carriers and the insurance carriers of its subsidiary and affiliate Subcontractors to waive all rights of subrogation against IVF. The Contractor shall require its comprehensive general liability or commercial general liability carrier and its comprehensive automobile liability carrier to name IVF as an additional insured on those policies, with the endorsement that the coverage thus provided shall be deemed primary to any other coverage IVF may maintain.

C. The insurance required by this Article VIII shall not be deemed to create any limitation on the Contractor's obligations hereunder or on any of the Contractor's liabilities arising out of this Agreement or its performance.

Article IX. Information and Audits

A. The Contractor shall keep and maintain complete and accurate records, books of account, records and other data necessary for the proper administration of this Agreement based upon generally recognized accounting principles.

B. IVF, or its designee, shall have the right to review and audit books and records relating to the Guard Service performed pursuant to this Agreement. The Contractor shall provide IVF's auditor sufficient information and opportunity to audit and inspect such records as will allow the auditor to verify any information submitted to IVF by the Contractor as a basis for payment hereunder. Such auditor shall be entitled to share the results of its audits or inspection with IVF. The Contractor, and its Subcontractors, shall provide offices and related services to support the audit or inspection.

C. IVF's rights provided herein shall not relieve the Contractor of any obligations it has under this Agreement.

Article X. No Assignment

Neither party may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party.

Article XI. Independent Contractor

The Contractor is an independent contractor and shall be responsible for payment of all insurance, taxes, fringe benefits and other obligations or expenses (including workers' compensation) applicable to its employees.

Article XII. Key Personnel

The Contractor has identified the guards that are eligible to perform the Guard Services under this Agreement within Attachment C ("the Key Personnel"), attached hereto. Attachment C lists current guard employees of the Contractor who shall be considered key personnel in providing the Guard Service hereunder. IVF and the Contractor mutually may agree to add other key personnel during the term of this Agreement or during any renewal period. The Contractor

shall provide IVF with (a) reasonable advance notice of its intent to transfer a guard from providing the Guard Service to IVF, and (b) prompt notice if a guard listed in Attachment C leaves the Contractor's employment.

Article XIII. Quality Performance

IVF and the Contractor acknowledge that the quality of the Guard Service is essential to this Agreement. IVF and the Contractor agree that, to enable IVF to monitor and evaluate the quality of the Guard Service, the Contractor shall draft and submit for review and approval by IVF, no later than 30 days from the date of execution of this Agreement by the Contractor, a draft Quality Monitoring Report to be added as an addendum to this Agreement setting forth standards and guidelines by which IVF will monitor and evaluate the quality of the Guard Service.

Article XIV. Compliance with Laws

The Contractor shall comply with all laws, statutes, regulations and ordinances applicable to providing the Guard Services, with particular awareness of the Security Guard Act.

Article XV. Notices

All notices shall be in writing and shall be deemed sufficiently given when delivered by facsimile transmission (confirmed in writing) or recognized overnight courier service, addressed as follows:

To IVF:

Freeport Electric
220 West Sunrise Highway
Freeport, NY 11520
Attention: Al Livingston Jr.
Superintendent of Electric Utilities
Fax: (516) 377-2359

To Contractor:

Attention: _____

Article XVI. Subcontractors

The use of subcontractors for providing Guard Services under this Agreement is prohibited, unless authorized in writing by IVF.

Article XVII. Severability

A finding of invalidity in whole or in part of any provision of this Agreement shall not affect the validity of the remainder.

Article XVIII. Interpretation

Both parties and their counsel have reviewed and revised (or requested revision of) this Agreement. Accordingly, any usual rules with respect to the construction and interpretation of any ambiguities that may be contained in this Agreement shall not apply.

Article XIX. Choice of Law

This Agreement shall be construed in accordance with the laws of the State of New York without regard to choice of law provisions.

Article XX. Retention and Liens

If the Contractor breaches any provision of this Agreement and the Contractor has not, within ten working days of receipt of IVF's notice of such breach, cured such breach or given IVF reasonable assurances acceptable to IVF of due performance, or if any person or entity asserts a claim or lien against IVF's property or facilities that is chargeable to the Contractor's performance hereunder, IVF shall have the right to retain out of any payments due or to become due to the Contractor hereunder an amount sufficient to protect IVF completely from all losses, damages and expenses associated with the breach; or the full amount of any such claim or lien, until the breach has been cured, the lien has been removed or the claim has been terminated or released to IVF's satisfaction. In addition, in the event that IVF disputes any portion of an invoice, IVF shall pay the undisputed portion of the invoice, in accordance with Article V, pending resolution of the dispute. IVF's right to withhold monies pursuant to this Article shall

be in addition to other rights and remedies available to it under this Agreement, at law or in equity.

Article XXI. Non-Exclusive Remedies

Where remedies for breach of contract are provided herein, those remedies are in addition to all other available remedies in the Agreement, at law or in equity, unless otherwise expressly provided herein. Where no specific remedy for a breach of contract is specified, the non-breaching Party shall be entitled to pursue all available remedies at law or in equity.

Article XXII. Third Party Beneficiaries

Except as expressly provided herein, this Agreement does not create any benefit or right in favor of any person or entity not a party hereto.

Article XXIII. Order of Precedence

If there is a discrepancy or conflict between or among the terms and conditions of this Agreement and the Attachments hereto, the terms and conditions of this Agreement shall be given precedence over the Attachments.

Article XXIV. Complete Agreement

This Agreement and Attachments A, B, and C, set forth the entire agreement between the parties with respect to the subject matter hereof and supersede any and all negotiations, understandings, representations and agreements that may have been made contemporaneously or prior to the effective date of this Agreement. No amendment, modification or waiver of any term hereof shall be effective unless set forth in a writing signed by the parties.

IN WITNESS HEREOF, the parties' authorized representatives have executed this Agreement.

THE INCORPORATED VILLAGE OF FREEPORT

By:

Date

[SUCCESSFUL BIDDER]

By:

Date

ATTACHMENT A

SERVICE REQUIREMENTS

1. GENERAL

- The Contractor shall be completely responsible for the work of its assigned guards, including any damages or breakdowns caused by their failure to take appropriate action.
- The Contractor and all security guards shall have all necessary New York State and/or local government or agency licenses and/or certifications to provide security services in the State of New York. Contractor must provide copy of company license with bid.
- The Village shall not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that Contractors have based their bid on the more expensive manner. Final decision shall rest with the Village.
- IVF has the right to request the removal of any guard from the list of Key Personnel at any time. The Contractor will comply with this request within 24 hours of notification by IVF.
- The Contractor shall provide evidence to IVF for each security guard working at IVF's sites: 1) a Department of State ("DOS") Photo Identification Registration, which shall be displayed on the guard at all times; and 2) a current Certification of Compliance. Failure by the Contractor to provide evidence of such documentation will result in the rejection of the security guard from assignment to IVF's facilities.

2. MINIMUM QUALIFICATIONS FOR SECURITY GUARDS

- Minimum six months experience as a New York State Department of State registered security guard.
- Minimum 18 years of age.
- Able to communicate with visitors and prepare incident reports.
- In good physical condition to perform the essential duties of the position.
- Have a copy of their current DOS Photo ID card and Certification of Compliance on file with the Contractor.
- Completed all DOS and Department of Criminal Justice Services (DCJS) security guard training requirements.
- Visibly display the DOS Photo ID on the guard's person at all times while on duty.
- Copy of satisfactory (negative) drug test result either through a urine sample or mouth swab (oral fluid) for, at a minimum, marijuana, cocaine, opiates, amphetamines, and phencyclidine, meeting Substance Abuse and Mental Health Services Administration (SAMHSA) standardized cut-off levels. Tests shall be performed within the sixty (60) day time period prior to the initial assignment of each guard.
- Random drug testing which will be conducted once by the Contractor within each twelve (12) month period after original assignment for all guards assigned, for a minimum of the above listed drug classes. These additional tests would be at the expense of the

Contractor and limited to one additional test per guard per year. If IVF requests further drug screen testing, the Contractor shall have such tests performed at the expense of IVF. The Contractor shall reimburse IVF for costs associated with each positive result.

- Guard shall document completion of a high school degree or General Equivalency Diploma (GED).
- Medical exam of the guard evidencing and attesting to the fitness of the guard to perform the essential duties of the position.
- Valid current New York State driver's license.
- Background Investigations for all guards assigned to site to include any or all of the following:
 - Three-year prior employer's check.
 - Criminal records check for all out of state previous employment.
 - Minimum of two personal reference checks.
- The following training:
 - Legal Aspect of Private Security
 - Criminology as it applies to Public relations
 - Report writing and record keeping
 - Patrol functions – (detection and prevention)
 - Response to Criminal Incidents
 - Traffic Control
 - Investigative techniques
 - Familiarization of Security Equipment

3. SUPERVISION REQUIREMENTS

- Shift Supervision
The Contractor shall provide regular shift supervision of the guards.
- Inspection Requirements
The Contractor shall conduct random inspections of the Guard Services provided by the guards. Contractor shall include but is not limited to providing to IVF written reports, to include the date, time, and results within the time frame requested, or in a timely fashion if not specifically requested.

4. UNIFORMS (PROVIDED BY CONTRACTOR)

- The required current DOS photo ID card must be visibly displayed on the guard's person at all times.
- The Contractor shall provide distinctive and appropriate guard uniforms in keeping with weather conditions and seasons to ensure that the guards are neat and clean in appearance.
- Each guard shall wear identifying shoulder patches, the employer's badge and the employees' nametag identifying such person as a security guard.

5. STANDARD EQUIPMENT

- The following equipment is required for each guard and shall be provided by the Contractor at the Contractor's expense:
 - An operable flashlight

- Pen or pencil and watch
- Logbook (Note: Logbook with entries remains the property of the Village)
- General and special orders
- Whistle
- Supervisory watch clock
- Two-way radio/beeper
- Site specific training

6. MANDATORY RESTRICTIONS

- No smoking allowed by guard in other than designated smoking areas.
- No smoking in Guard Booth.
- No personal use by guard of Village's telephones, computers or telecommunications equipment, without prior written permission.
- No guard is to bring any weapon of any type into any building including but not limited to the following: firearms, knives, billy clubs, nightsticks, blackjacks, gas discharge guns, containers, etc.
- No guard is to bring into any building or carry on patrol any radio, recorder, television, reading material, music maker, game or pictorial material unless approved in writing by the Village.
- No guard shall be under the influence or carry the odor of alcoholic beverages while on duty, nor shall any guard carry or consume any alcoholic beverage while on duty.
- No guard shall be under the influence of, carry or ingest a controlled substance as defined in the Penal Law of the State of New York while on duty, except as prescribed by medical authorities and then only if the guard's performance of duties shall not be impaired in any way.

7. AREAS OF RESPONSIBILITY MAY INCLUDE BUT ARE NOT LIMITED TO:

- Restrict access to facilities.
- Maintain a high state of awareness.
- Check appropriate ID's.
- Make designated checks around the facilities – checking doors, gates, windows and monitoring panels for alarms, etc.
- Report to IVF unusual incidents and hazardous conditions, etc.:
 - violent storm
 - a disruptive activity that may constitute a danger to the building or its environs, or to any residents, visitors, employees, or building occupants. Also, every effort should be made to sound any mechanical or electronic alarms in such building, in order to alert responsible parties to such potential danger
 - Fire
 - Vandalism
 - Theft
 - Loitering
 - Trespass
 - Burglaries/Unlawful Entry

- Building system malfunctions and deficiencies (i.e., water leaks, open windows, non-working lights, etc.)
- Raise and lower State and National colors.
- Submit reports relative to area of responsibility as required.
- Assist in all practice and actual emergency evacuations where applicable.
- Perform other such duties as may be prescribed (attend to parking facilities, escort duties, observe/screen visitors, issue passes, check ID's, etc.) as directed by the Village.
- Provide open lines of communication.
- Inspect all box trucks or tractor trailers before entry into the facility.
- Log all deliveries with date and time and truck plate number.

ATTACHMENT B
COMPENSATION RATES

ATTACHMENT C
KEY PERSONNEL

ATTACHMENT C. KEY PERSONNEL

A. The following list of supervisory personnel currently employed by the Bidder would be primarily responsible for serving the Village.

Name	Title	Years of Experience

B. Following is a list of security guards to be employed by the Bidder, whom the Bidder proposes to use for Guard Services for the Village.

Name	Title	Years of Experience

C. The names of officers of the company responsible for this contract, their function, title, and number of years of service with company.

Name and Title	Function	Years of Experience

APPENDIX

PREVAILING WAGES

GUARDS, WATCHMEN



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Inc. Village of Freeport
Allston Livingston, Superintendent of Electric
46 North Ocean Ave
Freeport NY 11520

Schedule Year 2022 through 2023
Date Requested 01/06/2023
PRC# 2023900015

Location Nassau County
Project ID#
Occupation Type(s) Guards, Watchmen

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2022 through June 2023. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Inc. Village of Freeport
Allston Livingston, Superintendent of Electric
46 North Ocean Ave
Freeport NY 11520

Schedule Year 2022 through 2023
Date Requested 01/06/2023
PRC# 2023900015

Location Nassau County
Project ID#
Occupation Type(s) Guards, Watchmen

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County Article 9

Guards, Watchmen

01/01/2023

JOB DESCRIPTION Guards, Watchmen

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per hour: 07/01/2022

\$ 22.21

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.30

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth



New York State Department of Labor - Bureau of Public Work
 State Office Building Campus
 Building 12 - Room 130
 Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO (check if new or change)
Name and complete address:

Telephone: ()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- Construction (Building, Heavy Highway/Sewer/Water)
- Tunnel
- Residential
- Landscape Maintenance
- Elevator maintenance
- Exterminators, Fumigators
- Fire Safety Director, NYC Only
- Guards, Watchmen
- Janitors, Porters, Cleaners, Elevator Operators
- Moving furniture and equipment
- Trash and refuse removal
- Window cleaners
- Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYS DOL Bureau of Public Work Debarment List 01/06/2023

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		9.35 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 13, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Request to Advertise – Re-Bid #23-02-ELEC-650
Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits

The Village has been awarded grant funds managed through the New York State Governor's Office of Storm Recovery (GOSR) – Infrastructure. One of the approved projects is the construction of a microgrid. A microgrid is a small-scale version of the centralized electricity system that includes all the necessary components to operate in isolation of the centralized grid. Microgrids operate independently and when connected to the grid allow for the import or export of electricity. This enables power continuity in critical areas when power outages and service disruptions affect the wider grid.

The replacement of the downtown underground primary cable will make Freeport's microgrid more resilient and improve the overall system performance of the Village's electric infrastructure. These upgrades require the use of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits.

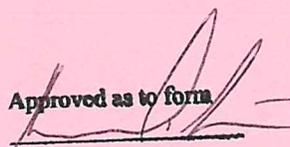
I request authorization to advertise (pending GOSR approval) a Notice to Bidders on January 26, 2023, in the Freeport Herald and other relevant publications. Specifications would be available from January 27, 2023, to February 10, 2023. The bids would have a returnable date of February 14, 2023. Attached is a copy of the Notice to Bidders for your review. The Village was awarded \$5,500,000.00 to complete the Microgrid project.



Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Cc Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller



Approved as to form

Village Attorney

1/17/2023

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

WHEREAS, the Village has been awarded grant funds through the New York State Governor’s Office of Storm Recovery (GOSR) – Infrastructure to be used for the construction of a microgrid, a small-scale version of the centralized electricity system that includes all the necessary components to operate in isolation of the centralized grid; and

WHEREAS, multiple components involving generation, transmission, and distribution will make Freeport’s microgrid more resilient and improve the overall system performance of the Village’s electric infrastructure; and

WHEREAS, these upgrades require the use of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits; and

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

WHEREAS, the Village was awarded \$5,500,000.00 to complete the Microgrid project; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utility, the Village Clerk be and hereby is authorized the advertisement (pending GOSR approval) of a Notice to the Bidders for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits”, Re-Bid #23-02-ELEC-650, in the Freeport Herald and other relevant publications of general circulation on January 26, 2023 with specifications available from January 27, 2023 to February 10, 2023, with a return date of February 14, 2023.

The Clerk polled the Board at follows:

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

Approved as to form

Village Attorney

1/17/2023

NOTICE TO BIDDERS
FURNISHING OF
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15 KV COLD SHRINK SPLICE KITS
FOR
INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK
RE-BID #23-02-ELEC-650

Sealed Bids for Bid #23-02-ELEC-650 for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits” will be received by the Purchasing Agent of the Incorporated Village of Freeport (Municipality/OWNER), New York, until 11:00 A.M. (Local Time), on Tuesday, February 14, 2023, 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 obtained by visiting the Municipality’s Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Friday, January 27, 2023, until 4:00 P.M. on Friday, February 10, 2023.

No later than forty-five (45) days after the bid opening, the Municipality shall accept bids or reject all bids. After the bid opening, a bid may not be withdrawn prior to the date that is forty-five (45) days after such bid opening. The Municipality reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Municipality will hereby be promoted.

The Municipality is seeking to upgrade its distribution equipment in order to further improve the resiliency and reliability of its electrical system.

This project is being financed with U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds administered by the NYS Governor's Office of Storm Recovery (“GOSR”). Attention of bidders is particularly called to Section 3 requirements,¹ M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts.

The following municipal staff has been designated as the contact for this contract:

Mr. Al Livingston, Jr. (516) 377-2220

Please note that contacting any other staff regarding this Contract may be a violation of state or municipal law, rule or regulation, resulting in a determination of contractor non-responsibility.

¹ “Section 3” refers to Section 3 from the Housing and Urban Development Act of 1968.

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise (MBE)	15%
Women Owned Business Enterprise (WBE)	15%

Each Bidder must complete and submit with his/her bid the “Iranian Investment Activities Certification” in compliance with General Municipal Law 103-g, Iranian Energy Sector Divestment.

Bidders are required to execute a non-collusive bidding certification required by Section 103-d of the General Municipal Law of the State of New York.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts.

The Municipality is an Equal Opportunity Employer.

Bidders are also required to comply with the anti-discrimination provisions of Sections 290-301 of the Executive Law of the State of New York.

The Municipality reserves the right to reject any or all of the Bids received, to re-advertise for Bids, to abandon the project, to waive any or all informalities in any Bid received and to accept any proposal which the Municipality decides to be for the best interest of the Municipality.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 26, 2023

VILLAGE OF FREEPORT

Nassau County, New York



Contract and Specifications For SINGLE CONDUCTOR – #4/0 - 500 KCMIL 15 KV COLD SHRINK SPLICE KITS

RE-BID #23-02-ELEC-650

MAYOR

ROBERT T. KENNEDY

TRUSTEES

**JORGE A. MARTINEZ
EVETTE B. SANCHEZ**

**CHRISTOPHER L. SQUERI
RONALD J. ELLERBE**

**Howard Colton, Village Attorney
Pamela Walsh-Boening, Village Clerk
Ismaela Hernandez, Treasurer**



**Al Livingston Jr., Superintendent
Inc. Village of Freeport**

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NOTICE TO BIDDERS
FURNISHING OF
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15 KV COLD SHRINK SPLICE KITS
FOR
INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK
RE-BID #23-02-ELEC-650

Sealed Bids for Bid #23-02-ELEC-650 for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits” will be received by the Purchasing Agent of the Incorporated Village of Freeport (Municipality/OWNER), New York, until 11:00 A.M. (Local Time), on Tuesday, February 14, 2023, 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 Municipality is seeking to upgrade its distribution equipment in order to further improve the resiliency and reliability of its electrical system.

This project is being financed with U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds administered by the NYS Governor’s Office of Storm Recovery (“GOSR”). Attention of bidders is particularly called to Section 3 requirements,¹ M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts.

The following municipal staff has been designated as the contact for this contract:

Mr. Al Livingston, Jr. (516) 377-2220

Please note that contacting any other staff regarding this Contract may be a violation of state or municipal law, rule or regulation, resulting in a determination of contractor non-responsibility.

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise	15%
------------------------------------	-----

¹ “Section 3” refers to Section 3 from the Housing and Urban Development Act of 1968.

(MBE)	
Women Owned Business Enterprise (WBE)	15%

Each Bidder must complete and submit with his/her bid the “Iranian Investment Activities Certification” in compliance with General Municipal Law 103-g, Iranian Energy Sector Divestment.

Bidders are required to execute a non-collusive bidding certification required by Section 103-d of the General Municipal Law of the State of New York.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts.

The Municipality is an Equal Opportunity Employer.

Bidders are also required to comply with the anti-discrimination provisions of Sections 290-301 of the Executive Law of the State of New York.

The Municipality reserves the right to reject any or all of the Bids received, to re-advertise for Bids, to abandon the project, to waive any or all informalities in any Bid received and to accept any proposal which the Municipality decides to be for the best interest of the Municipality.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 26, 2023

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion,
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (4) That all requirements of law including mandatory provisions as to non-collusive bidding have been complied with.

WAIVER OF IMMUNITY

Pursuant to the provisions of Chapter 605 of the laws of 1959, as amended, if any person when called to testify before a grand jury concerning any transaction or contract with the State of New York, or a political subdivision thereof, or a public authority, or a public department, agency or official of any of the foregoing, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, then, any such person, or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified for a period of five (5) years after such refusal from submitting bids to, receiving awards, or entering into any contract with any municipal corporation or department or agency or official thereof. If such person refused to sign a waiver of immunity or to answer any relevant question as aforesaid, then this contract may be canceled or terminated by the Incorporated Village of Freeport without the Village incurring any penalty or damages by virtue of such cancellation or termination.

STATEMENT OF EQUALITY

Reference to trade names, manufacturer's names, minute details and/or methods of manufacture including material specifications, and/or model numbers in the specifications affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long time operational economics, and/or spare parts stock and/or procurement shall not preclude the products of any and/or all manufacturers from being given due consideration in respect to the award of contract.

INSTRUCTIONS TO BIDDERS

1. **PROJECT IDENTIFICATION**

These instructions are relative to the Village of Freeport Electric Department Project: “Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits”

2. **DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Friday, January 27, 2023, until 4:00 P.M. on Friday, February 10, 2023.

All Vendors must leave their names, telephone number, fax number and correct mailing addresses upon receipt of the plans and specifications.

3. **FEE FOR BID DOCUMENTS**

No deposit and/or fee is required for a set of bid documents and/or specifications under this contract.

4. **FORM**

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as part of the bid documents and shall be submitted in a sealed envelope clearly marked “Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits” along with an electronic copy of the proposal.

The proposal shall include a sum to cover the cost of all items included in the bid documents and shall be identified by the name of the person, firm or corporation submitting the proposal including the authorized signature thereto.

5. **DELIVERY OF PROPOSALS**

This entire specification and proposal form must be returned in a SEALED envelope. Proposals shall be delivered by the time and place stipulated in the Advertisement and Notice to Bidders. Bid proposals shall be addressed to:

Kim Weltner
Purchasing Agent
Inc. Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

Each bid must be headed by the name of the bidder and the address of his principal office or principal place of business. Bids containing only a post office box as a mailing address will be deemed inadequate and may, at the discretion of the Purchaser, be rejected. In the case a bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation.

6. **TAXES**

Do not include Federal, State and other taxes in bid price. The Village of Freeport is exempt from payment of sales tax pursuant to Sec. 1116(a) (1) of the Tax Laws of the State of New York.

The successful bidder shall take necessary steps to eliminate the sales tax on purchases to be used under this contract and any projected sales tax expense shall not be included in the bid submitted. If for any reason the successful bidder is legally unable to secure a sales tax exemption, upon proof of payment, the disbursement of the successful bidder will be added to the contract price and will be reimbursed with the final payment.

7. **BID SECURITY**

Not required.

8. **QUALIFICATIONS OF BIDDERS**

- a) The Village reserves the right to reject any and all bids which do not conform to the proposals, or upon which the bidders do not comply with requirements of the Village as to their qualifications.
- b) All bidders must prove to the satisfaction of the Village that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to successfully deliver the proposed materials, and that they have completed successfully similar contracts to an extent which, in the opinion of the Village, will qualify them as a reputable firm.
- c) The Village shall be the sole judge on the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, materialmen or employees is not satisfactory to the Village, or if the evidence submitted by or the investigation of such bidders fails to satisfy the Village that he is properly qualified to carry out the obligations of the contract and to complete the contract contemplated therein.

9. **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Superintendent of Electric Utilities a written request for an interpretation thereof. The Superintendent of Electric Utilities shall furnish the prospective bidder with a written response directly, prior to the deadline for submitting the bid. The making of any necessary inquiry will be the bidder's responsibility. Oral answers will not be binding on the Purchaser. Contact the Superintendent of Electric Utilities at (516) 377-2220 or procurement@freeportny.gov with any questions.

10. ADDENDUM

Any addendum issued during the time of bidding, or forming a part of the bid documents for preparation of proposals, shall be covered in the proposal, and shall be made a part of the proposal. Receipt of each addendum shall be acknowledged in the proposal by entering the title, date and signature of person signing the proposal.

11. MODIFICATIONS

Proposals shall not contain any recapitulation of the work to be done. Modifications, exceptions or oral proposals will not be considered, unless covered in an approved written addendum executed by the Superintendent of Electric Utilities and acknowledged by the Purchasing Agent.

12. CORRECTIONS

Erasures or other corrections in the bid proposal must be initialed by the person signing the bid proposal.

13. WITHDRAWAL

Pursuant to §105 of the General Municipal Law of the State of New York, a bidder may withdraw his bid at any time prior to the scheduled time for the opening of the bids. However, once the bids have been opened, no bidder may withdraw his bid for a period of forty-five (45) days from the date of opening of the bids.

14. SUBLETTING OR ASSIGNING THE CONTRACT

Pursuant to §109 of the General Municipal Law of the State of New York, no contractor to whom any contract shall be let, granted or awarded, as required by law, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the prior written consent of the Incorporated Village of Freeport.

15. MULTIPLE PROPOSALS

No person, firm or corporation shall be allowed to make more than one proposal for the same work. A person, firm or corporation who has submitted a proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

16. AGREEMENT

The bidder to whom a contract may be awarded shall attend at the office of the Superintendent of Electric Utilities, within ten (10) days, Sunday excepted after date of notification of the acceptance of his proposal, and there sign the contract in quadruplicate for the work.

In case of failure to do so, the Bidder shall be considered as having abandoned the bid.

17. GUARANTEE

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the materials during delivery and before acceptance. Any progress payments made by the Village shall not be a waiver of the foregoing provision.

18. RIGHT TO REJECT BIDS

The Village reserves the right to reject any and all bids and to waive any informality in the bids received, and to accept the bid most favorable to the interest of the owner, after all bids have been examined and checked.

19. EXECUTION

If the Contract is not executed by the Village within forty-five (45) days after the receipt of bids, the obligation of the bidder under this proposal may terminate at his option and he shall thereupon be entitled to a refund of his certified check or release of his bid bond furnished by him as security with his proposal.

20. DELIVERY

Prices must include all applicable warranties. Deliver to: The Village of Freeport Storeroom, 220 W. Sunrise Hwy., Freeport, NY 11520.

21. CDBG-DR FUNDED PROJECT

This project is being financed with U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds administered by the NYS Governor's Office of Storm Recovery ("GOSR"). As a condition to receiving CDBG-DR funds for the Project, the Municipality is required to include the GOSR Supplementary Conditions for Contracts (attached hereto as Appendix A to the General Conditions) in each contract which it enters into for the Project. Attention of Proposers is particularly called to Section 3 requirements, M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts. M/WBE Requirements – Special attention is directed to the M/WBE requirements contained in the GOSR Supplementary Conditions for Contracts (attached hereto as Appendix C to the General Conditions) and the Supplementary Instructions to Proposers for Participation by Minority and Women Owned Business Enterprises (attached hereto as Appendix D to the General Conditions). All Proposers must submit an M/WBE Utilization Plan with their proposal that utilizes enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote and assist the participation of certified M/WBEs in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprise ("WBE") of the total dollar value of the contract. The successful proposer shall use good

faith efforts to solicit active participation by such M/WBEs in accordance with the Contract Documents and the submitted M/WBE Utilization Plan. The Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A. Section 3 Requirements – Special attention is directed to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly person who are recipients of HUD assistance for housing. A sample Section 3 Plan is included in the Contract Documents. The successful proposer will be required to submit a Section 3 Plan as a condition of contract award. Reporting Requirements – Special attention is called to GOSR reporting requirements. GOSR has adopted the Elation Systems, Inc. web-based compliance management system to assist with Labor Compliance (Davis-Bacon), Minority and Women Owned Business (M/WBE) and Section 3 reporting requirements. The Contractor and its subcontractors must utilize the Elation Systems to satisfy reporting requirements. To this end the Contractor and its subcontractors will be required to register with Elation Systems, Inc. and to attend online training on the use of the system. Prevailing Wages – This project includes both State and Federal prevailing wages. If Federal Davis-Bacon wage rates differ from the New York State prevailing wage rates, then the higher of the two rates shall apply and be paid to eligible workers.

22. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION GOALS

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise (MBE) 15%
Women Owned Business Enterprise (WBE) 15%

23. EQUAL OPPORTUNITY

The Municipality is an Equal Opportunity employer.

**SPECIFICATION
FOR
SINGLE CONDUCTOR - #4/0 – 500 KCMIL
15KV COLD SHRINK SPLICE KITS**

**INC. VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT**

(Freeport Electric)



7-25-2022

Title: Specification for Single Conductor - #4 – 500 KCMIL 15 KV Cold Shrink Splice Kits.

Application: These splice kits are intended for use within Freeport Electric's (FE) underground distribution system.

Specification

1 General

- 1.1 This specification covers the purchase of 15 KV Cold Shrink Splice Kits in the quantity as shown in Proposal Section (Sheet 20). All splices shall be fully rated 15 KV devices designed for underground distribution in manholes. Splices must accommodate unjacketed and jacketed concentric neutral (JCN), flat strap, and tape shield, EPR insulated power cables meeting the requirements of ANSI/IEEE Std. 404 for a 15 kV rating. They shall be rated by the manufacturer for use on 15 kV class cables with 133% insulation systems.

2 Complete Description

- 2.1 Splices shall have a cable insulation O.D. range of 0.84"-1.38" with a minimum cable jacket O.D. of 1.18". Conductor size range shall be 4/0 AWG-500 kcmil.
- 2.2 They shall be rated for continuous operation at 105°C, with an emergency overload temperature rating of 140°C.
- 2.3 The splice shall be capable of joining EPR insulated cables with copper conductors sized from #4/0 AWG to 500 kcmil providing a conductor size transition within this size range. Standard, compact, or compressed type stranded conductors must be accommodated.
- 2.4 Splices shall be of a cold shrink design, requiring no heat source for installation.
- 2.5 The cold shrink splice body must be of a molded design made of silicone rubber.
- 2.6 The splice jacketing shall be made of EPDM rubber.
- 2.7 The splice body and outer jacket shall be black.
- 2.8 The cold shrink core shall be easy to unwind and smooth edged allowing easy hand installation effort without a pulling tool attachment.
- 2.9 The completed splice shall not exceed 26 inches in overall finished length to allow installation in confined space splice boxes. Splices shall be provided with a smooth edged

metallic shield “sock” for carrying the neutral across the completed splice from end to end. The sock shall be short circuit tested for 10 cycles at 40kA and shall have the current capability of 1/3 neutral on 500 kcmil copper cable.

- 2.10 A shearbolt connector shall be furnished with each splice kit to accommodate a range of copper conductor between #4/0 and 500 kcmils. Connectors shall be a maximum of 5.75” and have a minimum of 6 (six) shearbolts.
- 2.11 Splices shall be furnished with an integrated ground braid, minimum #4 AWG, for attaching to an external ground. The braid shall extend 4 feet beyond the cable jacketing after installation.
- 2.12 Splices shall be packaged as one complete kit per cable phase containing the following typical items:
- A detailed set of instructions
 - Shearbolt connector – 4/0 to 500kcmil
 - A cut back template for easy measurements
 - Cold shrink splice body
 - Constant force springs
 - Non-silicone grease compound
 - Mastic tape
 - Mastic strips
 - Foil tape strips
 - Copper foil shielding tape
 - Adapter tube
 - Wire brush
 - Cleaning pads

3 Warranty

- 3.1 All splices shall be furnished as free from defects in material and manufacture for a period of two years following installation. Damaged or failed splices in conformance with installation specified by the manufacturer shall be replaced at no cost to purchaser for this period of time. The warranty document incorporated herein shall be duly responsible for any defects to electrical equipment other than the splices supplied under this order. The manufacturer shall not be responsible for mechanical or physical damages to the cables or for improper splicing, termination, maintenance or operation which is in accordance with standard recommended practice and procedures.

4 Delivery

- 4.1 Items shall be delivered in one shipment to Village of Freeport Stores, 220 West Sunrise Highway, Freeport, N.Y., within ninety (90) calendar days after award of contract.

5 Pricing

- 5.1 The purchaser claims tax exemption on this material. Tax exemption certificate will be furnished by the Village of Freeport Purchasing Department. Bids shall include freight f.o.b. Freeport, N.Y. Bid prices shall be firm for forty-five (45) days after receipt of bids.

6 Bidder's Requirements

- 6.1 Each bidder shall submit the name of the manufacturer of all termination kits and the complete ordering description and catalog number for the specified termination kits. This information shall be included in the attached Proposal Section (Sheet 20).

7 Exceptions to the Specification

- 7.1 Exceptions to the specification must be itemized in Appendix A. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification, FE will assume supplier is providing full and 100% compliance to this specification.

PROPOSAL
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15KV COLD SHRINK SPLICE KITS

DATE: _____

NAME: _____

ADDRESS: _____

To: The Board of Trustees
Village of Freeport
Municipal Building
Freeport, New York 11520

The undersigned declares that (he, they) (is, are) the only (person, persons) interested in the proposal and that (his, their) bid is made in good faith and without collusion or connection with any other person bidding for the same work. The undersigned further represents that (he, they) (is, are) complying with all requirements of New York State Law, including but not limited to those sections of the law regulating non-collusive bidding.

The undersigned also declares that (he, they) (has, have) carefully examined and fully (understands, understand) the Information for Bidders, the Form of Contract, Specifications, and the Form of Proposal and that (he, they) hereby (proposes, propose) to furnish all labor, machinery, tools, materials and incidentals necessary to deliver specified items to the Village of Freeport, New York in accordance with prices named in this Proposal at (his, their) own proper cost and expense and in a first-class manner and in accordance with the specifications and the foregoing "Instruction for Bidders", all of which are a part of the Contract to such an extent as they relate to or govern the obligations herein proposed to be assumed and in accordance with the directions or instructions by the Superintendent acting for the Village of Freeport.

For providing all labor, materials and equipment necessary for item(s) described in this specification the contractor declares that he will accept in full payment therefore, the following sums to wit:

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NOTES:

- 1) The Village of Freeport reserves the right to include or delete any items from the Contract or adjust the estimated quantity amount accordingly.
- 2) The low bidder will be determined from the Total Ownership Cost of the item(s) chosen by the Village of Freeport. Award of the contract will be made based upon the lowest total estimated contract price. The Village reserves the right to award contracts to multiple bidders.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.
- 4) Exceptions to the specification must be itemized. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, FE will assume supplier is providing full and 100% compliance to this specification.

It is understood that the estimated quantities shown on the foregoing schedule are solely for the purpose of facilitating the comparison of bids and that the Contractor's compensation will be computed upon the basis of the actual quantities of the completed work, whether they be more or less than those shown herein.

In case of discrepancy between the Unit Price and the Grand Total Amount on the bid sheet, the Unit Price shall prevail.

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NON-COLLUSIVE BIDDING CERTIFICATION

1. a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - ii. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - iii. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made where (a) i and ii and iii above have not been complied with; provided, however, that if the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish therefore. Where (a) i and ii and iii above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

PROPOSAL - CONT'D

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BIDDER: _____

BIDDER'S ADDRESS: _____

BIDDER'S F.E.I.N.: _____

BIDDER'S TELEPHONE (DAY): _____

(NIGHT - EMERGENCY): _____

FAX NUMBER: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAME & TITLE	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

DATED: THE _____ DAY OF _____, _____

REFERENCES

Bidder is to provide three (3) references that are currently using the specific merchandise proposed to be furnished.

1)

Name: _____

Company: _____

Address: _____

Phone: _____

2)

Name: _____

Company: _____

Address: _____

Phone: _____

3)

Name: _____

Company: _____

Address: _____

Phone: _____

**PROPOSAL SECTION
TO BE FILLED OUT BY BIDDER:**

#4/0 - 500 KCMIL COLD SHRINK 15 KV SPLICE KITS

SPLICE KIT MANUFACTURER	CAT#	KIT QTY	UNIT PRICE	TOTAL PRICE
		72		

ORDERING DESCRIPTION (INCLUDE CONTENTS OF KIT)

EXHIBIT A

GOSR SIGNAGE REQUIREMENTS



NY RISING COMMUNITY RECONSTRUCTION PROGRAM PROJECT SIGN REQUIREMENTS

All projects funded through GOSR are required to have a weatherproof outdoor project sign. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or an administrative expense. Specifications for project signs should conform to the following.

A. Sign Specifications

Installation

1. Install sign at the site within one week of the start of construction.
2. Erect sign in a prominent location, secure from vandalism.

Materials

1. Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.
2. Primer: As recommended by finish coat manufacturer for the substrate and finish material.
3. Lettering and striping shall be uniform with sharp, neat profiles.
4. "Optional Information" included on sign shall be visually subordinate to other information provided.
5. Supports: Treated D.F. posts.

Maintenance and Removal

1. Maintain the sign plumb and level for the duration of the work.
2. The sign must be removed from the property 60 days after final payment or project completion, whichever is later.

B. Sign Design

The sign design layout must follow the sample layout shown below.

C. Sign Placement

1. With respect to placement, traffic control signs, regulatory, warning, and guide signs have a higher priority than GOSR signage.
2. In no case shall these signs be placed such that they obscure road users' view of other traffic control devices.
3. GOSR signs should be placed where they can be easily identified with the corresponding projects.
4. If the placement of GOSR signs conflicts with newly installed higher priority signs, or traffic signals, or temporary traffic control devices, or other priority devices, the sign should be relocated.
5. Due to public safety concerns, GOSR signs should not be allowed at the following locations:
 - On the front, back, adjacent to or around any traffic control device, including traffic signs, signals, changeable message signs, traffic control device posts or structures, or bridge piers.
 - At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include, but are not limited to exit and entrance ramps, intersections controlled by traffic signals or by stop or yield signs, highway-rail grade crossings, and areas of limited sight distance.

PUMP STATION • VILLAGE OF BAYVILLE, NY

Governor Andrew M. Cuomo
State of New York
Governor's Office of Storm Recovery



Governor's Office of
Storm Recovery

Insert Subrecipient's
Logo here



Insert Subrecipient Information here

For more information on this project, please visit www.stormrecovery.ny.gov



This project is made possible by a grant from the State's Housing Trust Fund Corporation, funded by the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) Program



EXHIBIT B

VENDOR RESPONSIBILITY QUESTIONNAIRE

Instructions for New York State Vendor Responsibility Questionnaires

Although it is recommended that vendors complete their questionnaires online using the New York State VendRep System, the four (4) questionnaires found on the VendRep System are also available in paper format.

The questionnaires are intended to elicit information based on vendor type (For-Profit or Not-for-Profit) and activity (Construction or Non-Construction). Each vendor should select the questionnaire that most closely reflects its business characteristics or as directed by an agency's solicitation instructions. The available vendor questionnaires are:

- For-Profit
- For-Profit Construction
- Not-for-Profit
- Not-for-Profit Construction

Business Entities may print the PDF version of a questionnaire form and complete it manually or may select the MS Word version and complete the questionnaire on a computer. Completing the questionnaire in MS Word allows the questionnaire to be saved on the user's computer and updated in the event that the vendor's information changes.

The person(s) completing the vendor responsibility questionnaire must be knowledgeable about the vendor's business and operations. The certification at the end of each questionnaire must be completed by an owner or officer of the Business Entity and must be notarized to be complete.

Business Entities must answer every question contained in the selected questionnaire¹. Most questions require "Yes" or "No" answers and request additional information where necessary. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. For paper submissions, responses that require additional information must include an attachment containing this information.

If the submitting Business Entity is a Joint Venture, one questionnaire must be submitted for the Joint Venture plus each Business Entity comprising the Joint Venture must also submit separate questionnaires.

¹ If the Business Entity uses a Social Security Number (SSN) as its identification number, providing the SSN on the questionnaire is optional. Individuals and Sole Proprietors may use an SSN but are encouraged to obtain and use an Employer Identification Number.

EXHIBIT C

M/WBE UTILIZATION PLANS

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:		Project Name:	
Offeror's Name:		Federal ID Number:	
Address:		Contract Number (if applicable):	
City State & Zip Code:		Phone:	
Location of Work:			

<i>M/WBE Target Goal</i>			<i>Proposed M/WBE Participation</i>		
<i>Category</i>	<i>Percentage</i>	<i>Amount</i>	<i>Category</i>	<i>Percentage</i>	<i>Amount</i>
MBE:	%	\$	MBE:	%	\$
WBE:	%	\$	WBE:	%	\$
Totals:	%	\$	Totals:	%	\$

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/ Supplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name:						
	Address:						
	Email:						
	Phone:						
B	Name:						
	Address:						
	Email:						
	Phone:						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:	
Name of Preparer:	
Authorized Signature:	
Date:	
Email:	
Phone:	

EXHIBIT D
SECTION 3 PLAN



[Name of Contractor]

Section 3 Plan

Address: _____

Phone: _____

Email: _____

Website: _____

Auth'd Representative: _____

Project Name: _____

SUBRECIPIENT NAME: (“Subrecipient”)
CONTRACTOR NAME: (“Contractor”)
PROJECT NAME: (the “Project”)

GENERAL POLICY STATEMENT

Section 3 Policy Overview

Section 3 (24 CFR Part 135.30) of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)¹ is intended to ensure that, to the greatest extent feasible, low- and very low-income persons receive benefits in employment and related economic opportunities when such opportunities are generated by funding from HUD. It also specifically encourages economic opportunities for households who are recipients of government assistance for housing. The Section 3 program requires that recipients of HUD funds, to the greatest extent feasible, provide (a) employment and training and (b) contracting opportunities for low- or very low-income residents in connection with construction projects (“Section 3 eligible projects”) in their neighborhoods.

SECTION 3 PLAN & PURPOSE

This document serves as the Section 3 Plan for Contractor’s work on the Project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. This document contains goal requirements for awarding contracts to Section 3 Business Concerns and employment opportunities for individuals.

The regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 business concerns other than as needed to fulfill regulatory obligations for covered projects and activities. Contractors are not required to hire or enter into contracts with unqualified Section 3 residents or business concerns simply to meet the Section 3 goals, as anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought. However contractors must document their outreach efforts and, to the greatest extent feasible, attempt to source qualified Section 3 residents and business concerns to meet the goal. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project. They apply to subrecipients and to their contractors and subcontractors.

Contractor will, to the greatest extent feasible, strive to comply with the goals established. The numerical goals established in this section represent minimum numerical targets for employment opportunities and training to Section 3 residents. A Section 3 resident is a public housing resident or a low-income or very low-income person who lives in the metropolitan area or non-metropolitan county where the Project is located. Local income levels for the Project area can be obtained online at <http://www.huduser.org/DATASETS/il.html>. The goals are as follows:

¹ http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12047.pdf

- Thirty Percent (30%) of the aggregate number of new hires/training opportunities resulting from funds awarded and continuing thereafter.

Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible.

For this contract on the Project, the Number of Section 3 jobs/training opportunities anticipated is .

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project, and they apply to subrecipients, contractors, and subcontractors.

Contractor commits to award to Section 3 business concerns*, through subcontracts:

- At least 10% of the total dollar amount of all Section 3 covered contracts for construction work arising in connection with housing rehabilitation, housing construction and other public construction; and
- At least 3% of the total dollar amount of non-construction contracts arising in connection with housing rehabilitation, housing construction and other public construction.

*Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) Business is 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of business' full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- c) Business provides evidence of commitment to sub-subcontract in excess of 25 percent of the dollar award of its subcontract to business concerns that meet the qualifications in the above two clauses a and b.

EVIDENCE OF SECTION 3 CERTIFICATION

Any individual seeking employment or training opportunities with Contractor shall complete a Self-Certification Form and provide adequate documentation as evidence of eligibility for preference under the Section 3 program.

Any business seeking Section 3 preference in the awarding of subcontracts or purchase agreements with Contractor shall complete the HUD Section 3 Business Registry. The business seeking Section 3 preference must be able to provide adequate documentation as supporting evidence.

TABLE B
PROJECT WORKFORCE DATA

At Least Thirty Percent (30%) of the aggregate number of *new hires/training opportunities* resulting from funds awarded and continuing thereafter.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/Section 3 Residents*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**Section 3 Residents are either residents of public housing or low- or very low-income residents of the Metropolitan Area or non-metropolitan county where the Project is located.*

***Local Income levels can be obtained online at <https://www.huduser.gov/portal/datasets/il.html>*

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with Section 3 requirements, the Contractor should submit a current list of anticipated new hires as of the date the Section 3 Plan is submitted for approval. A list of employees can be submitted on the Worker Utilization Form included in the appendices **or** an official company form that includes the same information requested on the Worker Utilization Form. **The Contractor must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals.**

PLEASE NOTE: You may check off and initial your choices below from the following list of recommended strategies which may be employed to meet Section 3 goals.

List of Strategies to choose from:	Check Mark	Initials
Establish a Section 3 Coordinator.		
Develop a Section 3 Plan.		
Conduct pre-bid meeting and clearly articulate Section 3 requirements during meeting.		
Make the pre-bid meeting mandatory.		
Conduct networking event after pre-bid meeting.		
Utilize the GOSR Local Workforce Opportunities Program to recruit and attract Section 3 eligible applicants for posted positions.		
Forward procurements to Section 3 and small business concerns		
Forward RFPs to established list of Section 3 firms.		
Clearly indicate on all job applications and websites for job postings that the position is "A Section 3 eligible job opportunity."		
Identify existing employees that may be Section 3 workers.		
Identify existing subcontractors that may qualify as Section 3 businesses.		
Request current list of Section 3 eligible applicants and certified Section 3 businesses from local PHAs, chambers of commerce, ESD, and SBA.		
Advertise job and subcontracting opportunities in local, community papers and job boards in impacted areas and communities.		
Encourage participation in "Meet the Prime" events.		
Provide Subrecipient with acknowledgment of efforts to enforce Section 3		
Partner with the NY Division of Employment and Workforce Solutions (http://labor.ny.gov/dews-index.shtm) to promote special advertisement of Section 3 job postings and opportunities.		
Pro-actively contact and engage organized labor and trade unions.		
Request candidates from Workforce One Career Centers near the Project area.		

The following questions and your responses may be used to identify additional strategies & details.

Q1: What actions will the Contractor take to recruit skilled workers and unskilled workers?

Response: _____

Q2: Which resident associations and organizations will you contact?

Response: _____

Q3: In which newspapers, magazines, journals or other periodicals will you advertise job openings?

Response: _____

Q4: In which locations will you display recruitment posters?

Response: _____

Q5: Which labor unions or apprentice programs will you contact?

Response: _____

Q6: How else will you recruit Section 3 Residents?

Response: _____

Q7: Will you be reaching out to GOSR's Office of Diversity and Civil Rights for assistance in outreach events, training and support in approaching Union based training and apprenticeship programs?

Response: _____

SECTION 3 SUBMISSION OF SUPPORTING DOCUMENTATION

The Contractor shall maintain copies of the following types of supporting documentation as applicable:

The HUD-60002 form includes Part III Summary indicates supporting documentation is required.

As Such, below are samples of the types of documentation applicable but not limited to the following:

- Reporting summary with metrics of strategies selected or described above
- A narrative that ties in all good faith effort components.
- Maintain a database of supporting raw data
- Copies of any Self Certification or Self-Affirmation forms for individuals and businesses.
- Completed Tables A and B (shown above) for all respective Contractors.

SECTION 3 REPORTING & TRAINING

The Governor's Office of Storm Recovery (GOSR) has adopted a web-based compliance management system to help all its Contractors and Subrecipients receiving Federal CDBG-DR funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 Federal reporting requirements.

GOSR offers ***free virtual training sessions*** monthly. They are extensive, detailed and information rich. *Training events have duration of 2.5 hours.* We encourage you to attend as much training as needed and ask questions during your learning process.

Attendees ***must*** have an Elation Systems account. To ***register your organization/firm for a free account*** please go to <https://www.elationsys.com/app/Registration/> and follow the registration instructions to register either as an agency or project owner, or as a contractor. Once registered, you will receive an email inviting you to attend the next scheduled webinar.

We offer two types of training sessions:

- ***Contractor Training:*** Payroll and Accounts company employees
- ***Subrecipient Training:*** Project Owners/Manager(s) and or Construction Manager(s)

2016 Training Calendar	
Contractors	Subrecipients
January 6 th	January 27 th
February 3 rd	February 24 th
March 2 nd	March 30 th
April 6 th	April 27 th
May 4 th	May 25 th
June 1 st	June 29 th
July 6 th	July 27 th
August 3 rd	August 31 st
September 7 th	September 28 th
October 5 th	October 26 th
November 2 nd	November 18 th
No training events offered in December.	

Please note:

*All webinar sessions will be held at ***1:30pm EST***, unless otherwise noted. Elation reserves the right to change the Training Dates. Attendees will be notified of any change(s) in advance.

For additional information, contact Elation Systems – support@elationsystems.com

EXHIBIT E

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

DEFINITIONS

“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”: _____

“Contractor”: _____

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PRECEDENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

PART I: REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”).

GENERAL CONDITIONS

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
- 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. DEBARMENT, SUSPENSION, AND INELIGIBILITY. The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. CONFLICTS OF INTEREST. The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. SUBCONTRACTING. The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. ASSIGNABILITY. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).

The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to contracts exceeding \$100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. ACCESS TO RECORDS. The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for three (3) years from the time of closeout of HUD’s grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 1 of the Required State Provisions herein is also satisfied.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

17. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-

Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

22. NONDISCRIMINATION.

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order

11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each

Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with

other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. FAIR HOUSING ACT. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

LABOR PROVISIONS

27. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

30. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

31. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD’s regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

PART II: REQUIRED STATE PROVISIONS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. ACCOUNTING RECORDS. The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

2. NON-ASSIGNABILITY. This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. INDEMNITY. The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. NON-DISCRIMINATION. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights (“Commissioner”), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual’s compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual’s status as an employee, because of such individual’s race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission (“EEOC”) shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment

outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

7. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

8. COPYRIGHT. If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. ENVIRONMENTAL LAWS. Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

10. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. WORKERS' COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

14. NO ARBITRATION. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

15. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

16. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

19. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. SUSPENSION OF WORK (for Non-Responsibility). The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

21. TERMINATION (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

22. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or

extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker’s Compensation. Covering workers’ compensation and employers’ liability and disability benefits as required by the State of New York.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

PART IV: REPORTING

Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov.

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 28, 2022
To: Robert T. Kennedy, Mayor
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Fuel Oil Testing Contract #21-12-ELEC-579 - Additional Funding Request

At the January 10th Board meeting, the Fuel Oil Testing Contract (Bid# 21-12-ELEC-579) was awarded to Tribologik Laboratories for the cost of \$6,764.00. During the FYE2023 year of our Fuel Oil Testing Contract with Tribologik Laboratories, it was found additional funds are needed to satisfy the testing requirements mandated by the Department Environmental Conservation (DEC) for both Power Plants. The outstanding amount to complete this contract year is \$9336.00, for a total cap of \$16,100.00. This includes the overage on invoices already in our system, the 2022 4th quarter sampling and an estimated amount for delivery sampling through February. This contract will go out for rebid to ensure sufficient funds in future years.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the oil testing RFP, awarded to Tribologik Corporation, 1212 172nd Street, Hammond, IN 46324, be increased by \$9336.00 bringing total cost for the FYE 2023 from the original amount of \$6,764.00 to \$16,100.00. The cost of this service will be charged to the following accounts: E 7143151 510000 (Regulatory Agency PP1), E 7143152 510000 (Regulatory Agency PP2) and E 7143156 510000 (Regulatory Agency CT2). There are sufficient funds available for this expense.



Digitally signed by Al Livingston Jr
DN: cn=Al Livingston Jr, o=Inc. Village
of Freeport, ou=Electric Department,
email=alivingston@freeportelectric.co
m, c=US
Date: 2022.12.28 14:59:08 -05'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:tb
Attachment

cc: Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 10, 2022, the Board awarded the Request for Proposals for RFP #21-12-ELEC-579 – Oil Testing Services to Tribilogik Corp., 1212 172nd Street, Hammond, Indiana, 46324 for the not to exceed cost of \$6,764.00 per year for a three-year term beginning March 1, 2022 and ending February 28, 2025, with an option to renew for two additional years; and

WHEREAS, during the Fiscal Year Ending (FYE) 2023 of the Village’s Fuel Oil Testing Contract with Tribilogik Laboratories, it was found additional funds are needed to satisfy the testing requirements mandated by the New York State Department of Environmental Conservation (DEC) for both Power Plants; and

WHEREAS, the outstanding amount to complete this contract year is \$9,336.00; and

WHEREAS, this contract will go out for rebid to ensure sufficient funds in future years; and

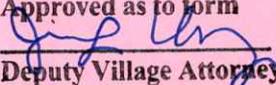
WHEREAS, the Superintendent of Electric Utilities requests retroactive Board approval to increase the contract with Tribilogik Corp., 1212 172nd Street, Hammond, Indiana, 46324, by \$9,336.00 bringing the total cost for the FYE 2023 from the original amount of \$6,764.00 to \$16,100.00 for this contract year term from March 1, 2022 through February 28, 2023; and

WHEREAS, the cost of this service will be charged to the following accounts: E7143151 510000 (Regulatory Agency PP1); E7143152 510000 (Regulatory Agency PP2); and E7143156 510000 (Regulatory Agency CT2) and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Superintendent of Electric, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to retroactively increase the contract with Tribilogik Corp., 1212 172nd Street, Hammond, Indiana, 46324, by \$9,336.00 bringing the total cost for the FYE 2023 from the original amount of \$6,764.00 to \$16,100.00 for this contract year term from March 1, 2022 through February 28, 2023.

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: Al Livingston Jr., Superintendent of Electric Utilities January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, The Village of Freeport has solicited proposals for the RFP #21-12-ELEC-579 – Oil Testing Services; and

WHEREAS, one proposal was received by the deadline of December 3, 2021; and

WHEREAS, the sole responsive and responsible proposal was from Tribologik Corp., 121 172nd Street, Hammond, Indiana, 46324 with a cost not to exceed \$6,764.00 per year; and

WHEREAS, the cost for these services will be covered in budget lines E7143151 510000 (Regulatory Agency PP1; E7143152 510000 (Regulatory Agency PP2); and E7143156 510000 (Regulatory Agency CT2) and there are sufficient funds therein to cover the costs; and

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Superintendent of Electric, that the Mayor be and hereby is authorized to sign any paperwork necessary to award the Request for Proposals for RFP #21-12-ELEC-579 – Oil Testing Services to Tribologik Corp., 1212 172nd Street, Hammond, Indiana, 46324 for the not to exceed cost of \$6,764.00 per year for a three year term beginning March 1, 2022 and ending February 28, 2025 with an option to renew for two additional years.

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
X Comptroller
X Court

X Publicity
X Public Works
X Purchasing

OTHER

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: January 13, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Consulting Services – Environmental Laboratories, Inc.

Attached is a consulting agreement for Environmental Laboratories, Inc. (ELI) to continue to provide emissions testing services for Power Plants 1 and 2. These tests are required by the New York State Department of Environmental Conservation. ELI has done a satisfactory job in the past and its services will be used on an as needed basis. The Board of Trustees approved \$15,000.00 for the 2021-2022 contract term, but due to the unforeseen circumstances, FE went over the budget by \$300.00 for ELI's services.

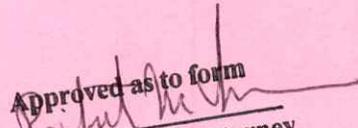
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve a contract with Environmental Laboratories, Inc. of 57 Verdi Street, Farmingdale, New York 11735, for emissions testing services at Freeport's Power Plants 1 and 2 for a term of one year effective March 1, 2023 for the not to exceed cost of \$15,000. These services will be charged to accounts E 7143151 510000, E 7143152 510000, E 7143156 510000 (Regulatory Agency Expenses). Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. There are sufficient funds available to cover this expense.



Al Livingston Jr.
Superintendent of Electric Utilities

AL:tb
Attachment

Cc Howard Colton, Village Attorney
 Kim Weltner, Purchasing Agent
 Pamela Walsh Boening, Village Clerk
 Peggy Lester, Mayor's Office
 Anthony Dalessio, Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Electric Utility has requested to enter into a consulting agreement with Environmental Laboratories, Inc, 57 Verdi Street, Farmingdale, New York 11735, in an amount not to exceed \$15,000 for emissions testing services on Power Plants #1 and 2; and

WHEREAS, these tests are required by the New York State Department of Environmental Conservation and ELI has done a satisfactory job in the past and its services will be used on an as needed basis; and

WHEREAS, since GML §103 does not require a bid for these professional services, the Village may opt to extend the contract without re-bidding the services; and

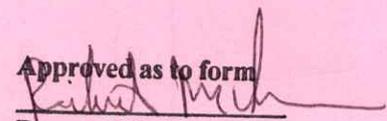
WHEREAS, the Superintendent of Electric is requesting that the contract be approved for a period from March 1, 2023 through February 29, 2024 in an amount not to exceed \$15,000; and

WHEREAS, these services will be charged to accounts E 7143151 510000, E7143152 510000, and E 7143156 510000 (Regulatory Agency Expenses); and

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Superintendent of Electric Utilities, that the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to effectuate an agreement between the Village of Freeport Electric Utility and Environmental Laboratories, Inc, 57 Verdi Street, Farmingdale, New York 11735, for a not to exceed amount of \$15,000 from March 1, 2023 through February 29, 2024.

The Clerk polled the Board at follows:

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

Approved as to form

Deputy Village Attorney

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

ENVIRONMENTAL LABORATORIES, INC.

MARCH 1, 2023 – FEBRUARY 29, 2024

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the 11th day of January, 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 ENVIRONMENTAL LABORATORIES, INC., with an office located at 57 Verdi Street, Farmingdale, New York 11735 (hereinafter referred to as "ELI");

WITNESSETH:

WHEREAS, ELI has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular emissions testing at the IVF's Power Plants 1 and 2;

WHEREAS, ELI is an independent contractor ready, willing and able to provide services to the Incorporated Village of Freeport for the period contemplated by this Agreement;

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. *Contract.*

IVF hereby contracts with ELI as an independent contractor, and ELI hereby accepts contract based upon the terms and conditions hereinafter set forth.

2. *Term.*

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 29, 2024 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. The IVF will compensate ELI for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by ELI under this Agreement, the IVF shall pay ELI a fee not to exceed \$15,000. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

ELI shall provide general emissions testing services for the IVF's power plants on an as needed basis.

5. *Extent of Services.*

ELI shall devote such time, attention and energies to the IVF as is required. ELI 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 ELI shall not disclose any information, IVF documents and/or other information given to or acquired by ELI in the course of performing its duties.

6. *Expenses.*

ELI is authorized to incur reasonable expenses related to ELI's performance of the aforesated duties. The IVF will reimburse ELI for all reasonable expenses authorized by the IVF upon the presentation by ELI, from time to time, of an itemized account of such expenditures. Additionally, any expense greater than One Hundred (\$100.00) Dollars shall be pre-approved by the IVF. ELI agrees to submit, on or before the first day of each month, an invoice for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

7. *No Participation.*

ELI acknowledges and agrees that this contract shall not give or extend to ELI 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 the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to ELI under the terms of this Agreement. Moreover, ELI will hold the IVF harmless for any automobile liability that may occur on IVF property. ELI further acknowledges and agrees that ELI will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Death or Disability.*

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

9. *Assignment.*

This Agreement may not be assigned by ELI without the prior written consent of the 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, NY 11520

ENVIRONMENTAL LABORATORIES, INC.
57 Verdi Street
Farmingdale, NY 11735

11. *Confidentiality.*

ELI will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

12. *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.

13. *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.

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.*

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

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

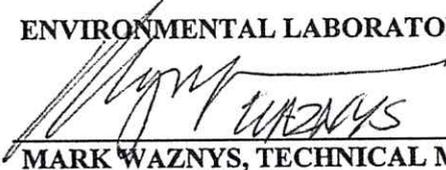
INCORPORATED VILLAGE OF FREEPORT

BY:

ROBERT T. KENNEDY, MAYOR

ENVIRONMENTAL LABORATORIES, INC.

BY:



MARK WAZNYS, TECHNICAL MANAGER
DIRECTOR OF OPERATIONS

APPROVED AS TO FORM:

HOWARD 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: Al Livingston Jr., Superintendent of Electric Utilities December 22, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 20, 2021:

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

WHEREAS, the Freeport Electric Utility has requested to enter into a consulting agreement with Environmental Laboratories, Inc, 57 Verdi Street, Farmingdale, New York 11735, in an amount not to exceed \$15,000 for emissions testing services on Power Plants #1 and 2; and

WHEREAS, these tests are required by the New York State Department of Environmental Conservation and ELI has done a satisfactory job in the past and its services will be used on an as needed basis; and

WHEREAS, the amount expended fiscal year to date is \$15,300, \$300 over the approved amount, due to unforeseen circumstances; and

WHEREAS, since GML §103 does not require a bid for these professional services, the Village may opt to extend the contract without re-bidding the services; and

WHEREAS, the Superintendent of Electric is requesting that the contract be approved for a period from March 1, 2022 through February 28, 2023 in an amount not to exceed \$15,000; and

WHEREAS, these services will be charged to accounts E 7143151 510000, E7143152 510000, and E 7143156 510000 (Regulatory Agency Expenses); and

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Superintendent of Electric Utilities, that the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to effectuate an agreement between the Village of Freeport Electric Utility and Environmental Laboratories, Inc, 57 Verdi Street, Farmingdale, New York 11735, for a not to exceed amount of \$15,000 from March 1, 2022 through February 28, 2023.

The Clerk polled the Board as follows:

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

In Favor
In Favor

cc:

Auditor

Assessor

Attorney

Bldg. Dept.

Board & Comm.

Claims Examiner Aide

Comptroller

Court

Electric Utilities

Fire Dept.

File

Personnel

Police Dept.

Publicity

Public Works

Purchasing

Registrar

Rec. Center

Treasurer

Dep. Treasurer

Dep. V. Clerk

OTHER

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 20, 2023

To: Mayor Robert T. Kennedy

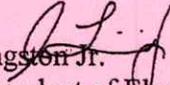
Fr: Al Livingston Jr., Superintendent of Electric Utilities

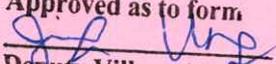
Re: Consulting Agreement – SUANT Consulting

Attached is a renewal of the Consulting Agreement between the Incorporated Village of Freeport and SUANT Consulting (SC) to continue to provide consulting services to the Incorporated Village of Freeport.

The Electric Department needs assistance, in particular with respect to budget and energy resource services. SUANT Consulting will provide a significant level of expertise and will also assist the Electric Department in training personnel on the New York Independent System Operator (NYISO) issues. Further, SC will assist in advising Inc. Village of Freeport on New York Power Authority (NYPA) issues and rate case issues on as needed basis. To date the expended amount is \$1,275.00. The cost for the period March 1, 2023 to February 29, 2024 is not to exceed \$15,000.00. This amount reflects a decrease of \$5,000.00 from the last year contract at the same hourly rate of \$85.00.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Village enter into an agreement for consulting services with SUANT Consulting, 16 Lagoon Blvd., Massapequa, New York 11758 from March 1, 2023 to February 29, 2024 at a rate of \$85 per hour, not to exceed \$15,000 for the contracted period; and that the Mayor be authorized to execute any and all documentation associated with this agreement. The cost of these services shall be funded through account numbers E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2), E7131006 510000 (Supervision & Engineering LM6000), and E7811000 578100 (General & Administrative). There are sufficient funds available to cover these costs.


Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Deputy Village Attorney

AL:tb
Attachment

cc: Howard E. Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller

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

WHEREAS, the Freeport Electric Department needs assistance from time to time, in particular with respect to budget and energy resource services, provide training on New York Independent System Operation (NYISO) issues, and advising the Village of Freeport on New York Power Authority (NYPA) issues and rate cases on an as-needed basis; and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, SUANT Consulting, 16 Lagoon Blvd., Massapequa, New York 11758 possesses those certain skills, knowledge and expertise of a specialized nature; and

WHEREAS, the current consulting agreement is due to expire on February 28, 2023 at a rate of \$85 per hour, not to exceed \$20,000; and

WHEREAS, fiscal year to date, the expended amount is \$1,275.00; and

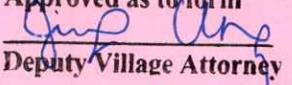
WHEREAS, the new contract with SUANT is for a period spanning from March 1, 2023 through February 29, 2024, at the same hourly rate of \$85 for a not-to-exceed amount of \$15,000; a decrease of \$5,000 from the current contract; and

WHEREAS, the cost of these services shall be charged to E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2), E7131006 510000 (Supervision & Engineering LM60000), and E7811000 578100 (General & Administrative) and there are sufficient funds to cover these costs; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and is hereby authorized to execute a consulting agreement with SUANT Consulting, 16 Lagoon Blvd., Massapequa, New York 11758 for a period spanning from March 1, 2023 through February 29, 2024, at an hourly rate of \$85 for a not-to-exceed amount of \$15,000.

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

CONSULTING AGREEMENT

By and between

INCORPORATED VILLAGE OF FREEPORT

and

SUANT CONSULTING

March 1, 2023 – February 29, 2024

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 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 SUANT CONSULTING, with an office located at 16 Lagoon Blvd., Massapequa, New York 11758 (hereinafter referred to as "SC"):

WITNESSETH:

WHEREAS, SUANT CONSULTING, has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport and their Electric Utility from time to time, in particular budget and energy resource services, and,

WHEREAS, SUANT CONSULTING, is a corporate contractor ready, willing and able to provide services to the Incorporated Village of Freeport for the period contemplated by this Agreement;

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 SC as an independent corporation, and SC hereby accepts employment upon the terms and conditions hereinafter set forth.

2. *Term.*

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 29, 2024, with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. The IVF will compensate SC for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by SC under this Agreement, the IVF shall pay the SC a fee not to exceed \$15,000.00. All services to IVF shall be billed in \$85.00 per hour increments, and shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

SC shall provide consulting services to the Utility, as needed. Typical services are assisting and training VF personnel on the New York Independent System Operator (NYISO) issues, informing and advising IVF on matters of general concern including NYPA issues, regulator issues, rate case issues and any other concerns that may present itself.

5. *Extent of Services.*

SC shall devote such time, attention and energies to the IVF as is required. SC 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 SC shall not disclose any information, IVF documents and/or other information given to or acquired by SC in the course of performing his duties.

6. *Expenses.*

SC is authorized to incur reasonable expenses related to SC's performance of the aforesaid duties. The IVF will reimburse SC for all such expenses authorized by the IVF upon the presentation by SC, from time to time, of an itemized account of such expenditures. Additionally, any expense greater than One Hundred (\$100.00) Dollars shall be pre-approved by the IVF. SC agrees to submit, on or before the first day of each month, a detailed invoice to the IVF for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

7. *No Participation.*

SC acknowledges and agrees that this contract shall not give or extend to SC or his 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 the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to SC under the terms of this Agreement.

8. *Death or Disability.*

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

9. *Assignment.*

This Agreement may not be assigned by SC without the prior written consent of the 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, NY 11520

SUANT CONSULTING
16 Lagoon Blvd.
Massapequa, N.Y. 11758

11. *Confidentiality.*

SC will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

12. *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.

13. *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.

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.

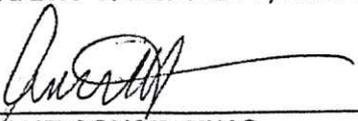
18. *Disclosure.*

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

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

INCORPORATED VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

BY: 

SUANT CONSULTING

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: Al Livingston Jr., Superintendent of Electric Utilities January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Freeport Electric Department needs assistance from time to time, in particular with respect to budget and energy resource services, provide training on New York Independent System Operation (NYISO) issues, and advising the Village of Freeport on New York Power Authority (NYPA) issues and rate cases on an as-needed basis; and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, SUANT Consulting, 16 Lagoon Blvd., Massapequa, New York 11758 possesses those certain skills, knowledge and expertise of a specialized nature; and

WHEREAS, the current consulting agreement, passed by the Board of Trustees on January 11, 2021, is due to expire on February 28, 2022 at a rate of \$85 per hour, not to exceed \$20,000; and

WHEREAS, fiscal year to date, the expended amount is \$6,885.00; and

WHEREAS, the cost of these services shall be charged to E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2), E7131006 510000 (Supervision & Engineering LM60000), and E7811000 578100 (General & Administrative) and there are sufficient funds to cover these costs; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and is hereby authorized to execute a consulting agreement with SUANT Consulting, 16 Lagoon Blvd., Massapequa, New York 11758 for a period spanning from March 1, 2022 through February 28, 2023, at an hourly rate of \$85 for a not to exceed amount of \$20,000.

The Clerk polled the Board as follows:

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

Mayor Kennedy

In Favor

cc:

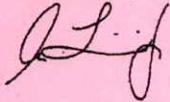
<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk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

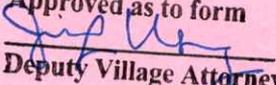
Date: January 20, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Legal Services Agreement - Revised
Duncan, Weinberg, Genzer & Pembroke, P.C.
March 1, 2023 – February 29, 2024

Attached is a legal services agreement for Duncan, Weinberg, Genzer & Pembroke, P.C. to continue to provide the Inc. Village of Freeport with legal services related to the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and matters that may arise from time to time such as the various issues associated with the LM6000 at Freeport's Power Plant 2. The not to exceed amount of the existing contract is \$100,000.00. The amount expended for the period March 1, 2022 to date is \$89,825.69. Attorney fees for the March 1, 2023 agreement have increased by \$10.00 per hour.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Village enter into a legal services agreement with Duncan, Weinberg, Genzer & Pembroke, P.C. of 1667 K Street, N.W., Suite 700, Washington, DC 20006 for a not-to-exceed cost of \$100,000.00, payable at the rates contained in the agreement, for the term March 1, 2023 through February 29, 2024. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement. This service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense). There are sufficient funds available to cover this cost.



Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Deputy Village Attorney

AL:db
Attachments

Cc Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller

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

WHEREAS, the Village of Freeport's Electric Utility requires the performance of specialized legal services related to the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and other matters that may arise from time to time; and

WHEREAS, the Village of Freeport has been represented by the law firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. since approximately 1990; and

WHEREAS, the firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. is qualified to provide the services required; and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, the Superintendent of Electric Utilities has recommended that the Village continue to retain the services of Duncan, Weinberg, Genzer, & Pembroke, P.C.; and

WHEREAS, the Superintendent of Electric Utilities recommends that the contract be entered into from March 1, 2023 until February 29, 2024, with a cap of \$100,000.00; and

WHEREAS, the attorney fees throughout the contract have increased by \$10 per hour; and

WHEREAS, this service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, Board approve and the Mayor be authorized to execute any documentation necessary to effectuate the agreement between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street N.W., Suite 700, Washington, DC 20036 for legal services for a term effective March 1, 2023 through February 29, 2024 at a not to exceed cost of \$100,000.00 payable at the rates contained in the letter of agreement.

The Clerk polled the Board at 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: Al Livingston Jr., Superintendent of Electric Utilities October 20, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 18, 2021:

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

WHEREAS, the Village of Freeport's Electric Utility requires the performance of specialized legal services related to the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and other matters that may arise from time to time; and

WHEREAS, the Village of Freeport has been represented by the law firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. since approximately 1990; and

WHEREAS, the firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. is qualified to provide the services required; and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, the Superintendent of Electric Utilities has recommended that the Village continue to retain the services of Duncan, Weinberg, Genzer, & Pembroke, P.C.; and

WHEREAS, the Superintendent of Electric Utilities recommends that the contract be entered into from March 1, 2022 until February 28, 2023 with a cap of \$100,000.00; and

WHEREAS, this service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate the agreement between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street N.W., Suite 700, Washington, DC 20036 for legal services for a term effective March 1, 2022 through February 28, 2023 at a not to exceed cost of \$100,000.00 payable at the rates contained in the letter of agreement.

The Clerk polled the Board as follows:

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

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

cc:

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

DWGP
DUNCAN WEINBERG GENZER PEMBROKE

WALLACE L. DUNCAN (1937-2008)
EDWARD WEINBERG (1918-1995)
JEFFREY C. GENZER
THOMAS L. RUDEBUSCH
MICHAEL R. POSTAR
LISA S. GAST
PETER J. SCANLON
BHAVEETA K. MODY
GELANE L. DIAMOND
EDEN A. FAURÉ**
NINA Z. WU**

Of Counsel
ELI D. EILBOTT*
R. KEITH GORDON**
JAMES D. PEMBROKE
ROBERT WEINBERG

1667 K STREET, NW, SUITE 700
WASHINGTON, DC 20006
(202) 467-6370
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*Attorney-Client Communication
Privileged and Confidential*

December 27, 2022

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(916) 498-0121
SEAN M. NEAL
LAUREN M. PERKINS
SYLWIA DAKOWICZ**
CHAD L. OLIVER**

Senior Counsel
ROBERT A. LAURIE**

*REGISTERED TO PRACTICE BEFORE
U.S. PATENT AND TRADEMARK OFFICE

** NOT ADMITTED IN DC; SUPERVISION
BY PRINCIPALS OF THE FIRM, MEMBERS
OF THE DC BAR

Al Livingston, Jr.
Superintendent of Electric Utilities
Freeport Electric
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

RE: Legal Services Agreement (March 1, 2023 – February 29, 2024)

Dear Al:

This Agreement is effective March 1, 2023, between Duncan, Weinberg, Genzer & Pembroke, P.C. ("Firm"), a District of Columbia professional corporation (EIN 52-1073544), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, and the Incorporated Village of Freeport, relating to representation associated with Freeport Electric ("Client" or "Village"). This Agreement will cover the annual period beginning March 1, 2023. The Client will be solely responsible for compensating the Firm for its fees and costs.

The Firm hereby agrees to perform legal services for and on behalf of Client and Client hereby authorizes the Firm to perform legal services with regard to matters as may be mutually agreed. We have directly represented the Village since at least 1990 and we look forward to continuing that representation. For our work for the Village, our estimate of fees for the period ending February 29, 2024, is \$100,000. This estimate excludes the cost of the Article 78 case which was filed (and is on appeal) against the Public Service Commission, for which Steve Cohn is the lead counsel.

The Firm will be compensated for professional services at the hourly rates listed below, and these rates will remain in effect through February 29, 2024:

Principals/Of Counsel (Including Jeffrey C. Genzer, Thomas Rudebusch, and Eli Eilbott)	\$385/hr
Senior Associates	\$345/hr
Associates	\$310/hr
Non-Attorney Staff (Theju Prasad)	\$250/hr
Senior Paralegal Staff	\$195/hr
Other Paralegal Staff and Law Clerks	\$185/hr

The Firm may assign other attorneys at comparable hourly rates as set forth above. The Firm will submit monthly itemized bills, due upon receipt, for professional legal service fees at the above rates, and reimbursable expenses which may include, but are not limited to: travel expenses, long distance telephone charges, on-line computer research, photocopying charges, postage and delivery costs, filing fees, word processing charges, transcript costs, support staff overtime and notary fees, and the cost and expenses, if any, of consultants retained by the Firm with the approval of the Client.

Either Client or Firm may terminate this Agreement, with or without cause, by giving a written termination notice to the other, any such termination to be effective upon receipt of the notice. In the event of such termination, any unpaid amount due to the Firm for professional services rendered and expenses incurred prior to termination, shall remain due and payable. Further, the Firm may exercise such right of termination only to the extent and under terms and conditions consistent with the obligations of the Firm under the Code of Professional Responsibility applicable in the District of Columbia.

We appreciate the continued opportunity to work with the Incorporated Village of Freeport, Freeport Electric. Please indicate your agreement by signing below. We request that you return one of the five signed original Legal Services Agreements, and retain the others for your files. We have also attached our Standard Terms of Engagement for Legal Services, which are incorporated by reference herein.

Sincerely,

/s/ Jeffrey C. Genzer

Jeffrey C. Genzer

Agreed:

On behalf of the Incorporated Village of Freeport

Dated: _____

cc: Howard Colton, Esq.

DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

Standard Terms of Engagement for Legal Services

We appreciate your selection of Duncan, Weinberg, Genzer & Pembroke, P.C. (“DWGP” or “Firm”) to represent you. The purpose of this document is to provide you with important information about the scope of this engagement, our fees and billing policies, and other terms that will govern our relationship. It has been our experience that this document is helpful to both the client and the Firm as a way of clarifying our relationship. This agreement is with The Incorporated Village of Freeport, NY (“Client”). The Client will be solely responsible for compensating the Firm for its fees, costs and expenses.

Unless modified by the Legal Services Agreement forwarded along with this enclosure, this document sets forth the standard terms of our engagement as your lawyers. We therefore ask that you carefully review it to ensure that you understand and agree to our respective responsibilities. If you have any questions concerning the matters discussed below, please contact us promptly so that we may address them with you. We suggest that you retain a copy of this document with your signed copy of the accompanying Legal Services Agreement, as these terms will be an integral part of our agreement with you.

Scope of Engagement

The accompanying Legal Services Agreement describes the work we are to perform on your behalf. We want you to have a clear understanding of the legal services we will provide, and encourage you to review the letter and to discuss with us any questions you may have concerning these services.

We will at all times act on your behalf to the best of our ability. The Firm provides personal attention to each client’s needs, and maintains a flexible approach to achieving desired results in the most cost-effective manner. During the course of our representation, you may seek our professional opinion regarding the likely outcome of your legal matters. Any expressions (solicited or otherwise) on our part concerning such possible outcomes are expressions of our best professional judgment, but are not guarantees.

We continually evaluate whether there are any conflicts of interest that would interfere with our representation of a client's interests. Should we determine in the course of our representation that a conflict has arisen, we will promptly notify you. We similarly ask you to notify us if you become aware of any potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

We wish to emphasize that DWGP provides a wide array of legal services to many clients throughout the country. These services include legislative and administrative representation on matters that may directly or indirectly affect the Client’s interests. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in our accompanying Legal Services Agreement, our clients waive objection to any conflict of interest that might be

deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on their behalf. Your waiver will permit us to represent another client in advocating a change in law or policy in areas such as environmental law, energy and utility law, communications law, municipal law, and intellectual property law, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests. It is also possible that some of our current or future clients will have disputes with you during the time we are representing you. We therefore also ask each of our clients to agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those unrelated matters are directly adverse to yours.

In the event the Client's interests and one or more of our other current clients' interests diverge, or at any time either our representation of the Client or one of our other current clients will be or is likely to be adversely affected because of a conflict of any kind, we reserve the right to withdraw as the Client's representative. In the event of such withdrawal, you consent on behalf of the Client to the Firm's continued representation of other clients in the capacity in which we currently represent them. The Client may experience possible extra expense, inconvenience, or other disadvantages if an actual conflict of position should later arise that requires the lawyer to terminate the representation. In all cases, we will preserve the confidentiality of all non-public information that the Client provides us. Your signature on the attached Legal Services Agreement will constitute the Client's agreement to the waivers requested in this and the prior paragraphs.

Who Will Provide the Legal Services

Your representation will be supervised by Jeff Genzer. Subject to the principal attorney's supervision, other lawyers and/or legal assistants (paralegals) in the Firm may perform services on your behalf. The staffing decisions are made by the principal attorney with the objective of rendering timely and cost-effective services to you. Whenever practicable, we will advise you of the names of those attorneys who work on your matters.

How Fees Will Be Set

Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the codes of professional responsibility for the jurisdictions in which we practice. Fees will be based primarily on our standard hourly billing rates in effect at the time the work is performed and the numbers of hours worked. Each attorney, legal assistant (paralegal) and law clerk is assigned a standard hourly billing rate, based on the person's experience, years of practice, special expertise, and professional achievement. The accompanying Legal Services Agreement details the current billing rates of the persons most likely to perform the primary services on your behalf. The Firm typically adjusts these rates on an annual basis to reflect current levels of legal experience, changes in overhead costs and other factors.

Time for which a client will be charged will include, but are not limited to: telephone and office conferences with the client, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigations; legal research; preparation of responses to clients' requests for us to provide information to their auditors; drafting of letters, pleadings, briefs, memoranda and other documents; travel time; and time in depositions, other discovery proceedings and in court. We charge our time in units of one tenth of an hour.

Costs and Expenses

The Firm will submit monthly itemized bills, due upon receipt, for professional legal service fees at the above rates, and reimbursable expenses which may include, but are not limited to: travel expenses, long distance telephone charges, on-line computer research, photocopying charges, postage and delivery costs, filing fees, word processing charges, transcript costs, support staff overtime and notary fees, and the cost and expenses, if any, of consultants retained by the Firm with the approval of the Client.

The Firm does not accept liability for the fees, costs or expenses of any other consultants or contractors that Client may retain. However, as a convenience to the Client and as may be required for the representation the Firm undertakes, the Firm in certain circumstances may serve as a pass-through of such non-DWGP fees and payments on behalf of Client. Where the Firm serves as a conduit for the pass-through of the consultant's/contractor's fees, costs or expenses to the Client, the consultant/contractor must agree, in a separate written agreement between the Firm and the consultant/contractor, that the latter will be paid only when the Client pays the Firm's invoice in full, and that any failure to pay the consultant's/contractor's invoice will be a dispute solely between consultant/contractor and Client and not between the Firm and Client nor between the Firm and consultant/contractor.

In those situations where we agree to allow Client's outside consultant/contractor fees, costs and expenses to be passed through the Firm's invoices, such pass-through will be allowed only if (1) consistent with all applicable Bar rules, (2) expressly addressed in both a written agreement between the Firm and the Client and in a written agreement between the Firm and the consultant/contractor, and (3) the language of such agreements states that consultant's/contractor's passed-through fees, costs and expenses will be paid by our Firm only to the extent paid by the Client and that the Firm retains the right to withhold payment of such passed-through fees, costs and expenses until the Client pays 100% of the Firm's own fees, costs and expenses.

We reserve the right to make (at the Client's expense), and retain, copies of all documents generated or received by us in the course of our representation. When the Client requests documents from us, copies that we generate shall also be made at your expense, including both professional fees for time expended in reviewing files to be copied and reproduction costs.

Billing Arrangements and Terms of Payment

Our invoices are payable upon receipt, but in no event later than 30 days after the invoice date. Please be advised that the Firm will impose a service charge, at the rate of 1.5% per month (*i.e.*, an annual percentage rate of eighteen percent (18%)), on unpaid amounts that have been delinquent for thirty (30) days or longer. This service charge will be added to any balance due on the date of the next billing, and any payments made by you on this balance due will first be credited to any accrued service charges, then to the oldest outstanding principal balance.

We will notify you promptly if your account becomes delinquent, and you agree to bring current the amounts due when so notified. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to postpone or defer providing additional services or to withdraw from the representation and pursue collection of your account. If collection activities are necessary, you agree to pay to us any costs we may incur in collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Termination of Representation

Upon our notification, you may terminate our representation at any time, with or without cause. As a result of such termination, upon your request, we will promptly return to you any papers or property that you have given to us, subject to our rights, where permitted by applicable rules of professional conduct, to retain such papers or property as security for the payment of any outstanding fees, costs or expenses. We will retain our own work-product pertaining to the case for a reasonable period of time after such termination. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs and expenses incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation of, or failure to disclose, material facts, action contrary to our advice, conflict of interest with another client or, if in our judgment, any fact or circumstance would render our continuing representation unlawful or unethical. If withdrawal ever becomes necessary, we will take all reasonable measures to ensure a smooth transition to new counsel. Your signature on the Legal Service Agreement accompanying this document constitutes your agreement not to contest our motion to withdraw from any court or administrative proceeding in these circumstances.

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 20, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Tyler Technologies, Inc., MUNIS Division (3rd Revision)
Financial System Support and Maintenance Services
Disaster Recovery Support Services
ExecuTime Module and Time Attendance
April 1, 2023 to February 29, 2024

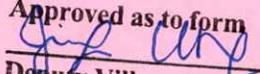
In March 2010, the Board approved the installation of the MUNIS Financial System from Tyler Technologies, Inc. and on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and Executime time attendance from Tyler Technologies, Inc. These systems require annual operating system database administrative support, and support and update licensing for the various modules. In addition, we require Disaster Recovery Support Services (MunDisaster) along with the Tyler conference registrations. The invoices for all contracts are now combined with the regular support services contract and training, excluding PACE 5 (under negotiations). Since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies. The contract period will run from April 1, 2023 to February 29, 2024. The total cost for these services is \$140,980.31 (11 months). The current contract cost is \$162,623.98 (13 months and included PACE 5). The rate has not increased from last year's maintenance.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the software maintenance and support services provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105 from April 1, 2023 to February 29, 2024, at a cost of \$140,980.31. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain these services. These services shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available to cover this cost.


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db
Attachments

Cc: Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller

Approved as to form

Deputy Village Attorney

It was moved by Trustee _____, seconded by Trustee _____, who moved its adoption that:

WHEREAS, in March 2010, the Board approved the installation of the MUNIS Financial System from Tyler Technologies, Inc., and on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and ExecuTime Time Attendance from Tyler Technologies, Inc. 370 US Route One, Falmouth, ME 04105; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules; and

WHEREAS, the Village requires a Disaster Recovery Support Services (MunDisaster) and the PACE 5 training along with the Tyler conference registrations; and

WHEREAS, the invoices for all contracts are now combined with the regular support services contract and training, excluding PACE 5 (under negotiations); and

WHEREAS, since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

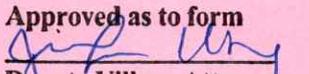
WHEREAS, the contract period will run from April 1, 2023 to February 29, 2024, for a total cost of \$140,980.31 (11 months); the current contract cost is \$162,623.98 (13 months and included PACE 5); the rate has not increased from last year's maintenance; and

WHEREAS, these services shall be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contracts/Repairs Network], and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Electric, the Mayor be and hereby is authorized to sign any documentation necessary to approve the renewal software maintenance, support, and services for the MUNIS Financial System, ExecuTime Module and ExecuTime Time Attendance, MUNIS Disaster Recovery from Tyler Technologies, Inc. 370 US Route One, Falmouth, ME 04105, with a contract period from April 1, 2023 to February 29, 2024 for a total cost of \$140,980.31.

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: Al Livingston Jr., Superintendent of Electric Utilities 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 Trustee Sanchez, seconded by Deputy Mayor Ellerbe, that the following resolution be adopted:

WHEREAS, in March 2010, the Board approved the installation of the MUNIS Financial System from Tyler Technologies, Inc., and on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and ExecuTime time attendance from Tyler Technologies, Inc. 370 US Route One, Falmouth, ME 04105; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules; and

WHEREAS, the current contract period (without PACE 5) is for a term from March 1, 2021 to February 28, 2022 for a total contract price of \$136,758.48; and

WHEREAS, the Village requires a Disaster Recovery Support Services (MunDisaster) and the PACE 5 training along with the Tyler conference registrations; and

WHEREAS, the invoices for all contracts are now combined with the regular support services contract and training; and

WHEREAS, since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

WHEREAS, the contract period for the new addition, PACE 5, will run from May 1, 2022 to April 30, 2023, and the contract period for all other services will run from March 1, 2022 to March 31, 2023 for a total cost of \$162,623.98 (a 5% increase); and

WHEREAS, these services shall be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contracts/Repairs Network], and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Electric, the Mayor be and hereby is authorized to sign any documentation necessary to approve the renewal software maintenance, support, and services for the MUNIS Financial System, ExecuTime Module and ExecuTime Time Attendance, MUNIS Disaster Recovery, and the PACE 5 from Tyler Technologies, Inc. 370 US Route One, Falmouth, ME

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

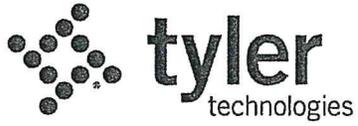
04105 with the contract period for PACE 5 from May 1, 2022 to April 30, 2023, and the contract period for all other services from March 1, 2022 to March 31, 2023 for a total cost of \$162,623.98.

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:

<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 Aide	<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	



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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	184294	01/12/2023	1 of 3

To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Ship To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	41272	Net 30	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: FREEPORT, NY							
1 Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	1	EA	23,081.69	.00	23,081.70
2 Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months :	No	1	1	EA	2,475.00	.00	2,475.00
3 Renewal: TYLER DISASTER RECOVERY SERVICE Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	1	EA	23,081.69	.00	23,081.70
4 Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER ENTERPRISE Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	1	EA	14,576.88	.00	14,576.88
5 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	1	EA	2,933.34	.00	2,933.34
6 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	1	EA	15,326.63	.00	15,326.63
7 Renewal: SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	1	EA	853.63	.00	853.63
8 Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	1	EA	2,793.66	.00	2,793.66
9 Renewal:	No	1	1	EA	2,793.66	.00	2,793.66



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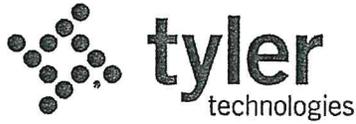
Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
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Company	Order No.	Date	Page
045	184294	01/12/2023	2 of 3

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
10 Renewal:	No	1	1	EA	3,352.39	.00	3,352.39
SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
11 Renewal:	No	1	1	EA	3,519.98	.00	3,519.99
SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
12 Renewal:	No	1	1	EA	3,226.67	.00	3,226.67
SUPPORT & UPDATE LICENSING - INVENTORY Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
13 Renewal:	No	1	1	EA	4,722.67	.00	4,722.66
SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
14 Renewal:	No	1	1	EA	2,258.68	.00	2,258.67
SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
15 Renewal:	No	1	1	EA	3,841.26	.00	3,841.27
SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
16 Renewal:	No	1	1	EA	3,073.02	.00	3,073.02
SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
17 Renewal:	No	1	1	EA	2,793.66	.00	2,793.66
SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
18 Renewal:	No	1	1	EA	3,073.02	.00	3,073.02
SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
19 Renewal:	No	1	1	EA	1,396.83	.00	1,396.82
SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
20 Renewal:	No	1	1	EA	2,493.36	.00	2,493.36



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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

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Company	Order No.	Date	Page
045	184294	01/12/2023	3 of 3

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
21 Renewal:	No	1	1	EA	1,648.25	.00	1,648.25
SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
22 Renewal:	No	1	1	EA	2,493.36	.00	2,493.36
SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
23 Renewal:	No	1	1	EA	4,888.90	.00	4,888.90
SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							
24 Renewal:	No	1	1	EA	3,259.25	.00	3,259.25
TYLER FORM PROCESSING SUPPORT Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months							

Does not include any applicable taxes

Order Total:

133,957.49

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
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Company	Order No.	Date	Page
045	184293	01/12/2023	1 of 1

To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Ship To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	41272	Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: FREEPORT, NY								
1	Renewal: Support & Update Licensing - Time & Attendance Maintenance Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	1	EA	5,370.93	.00	5,370.93
2	Renewal: Support & Update Licensing - Time & Attendance Mobile Access Maintenance Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	1	EA	1,210.06	.00	1,210.06
3	Renewal: Touchscreen 10: Proximity Reader (HID) Maintenance Maintenance Plan: ; Start: 04/01/2023, End: 02/29/2024; Term: 11 months	No	1	2	EA	220.92	.00	441.83

Does not include any applicable taxes

Order Total: 7,022.82

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 13, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: UniFirst Corporation – Request for Additional Funds for Uniform Rental Services

UniFirst Corporation (UniFirst) is currently providing uniform rental services to certain Freeport Electric employees (the number of employees fluctuates depending on new hires and retirements). The Board of Trustees approved this contract on November 20, 2018 for a term running from December 1, 2018 through February 29, 2024. The estimated contract amount for March 1, 2022 through February 28, 2023 is \$26,220.92. We have a December invoice for \$564.66. However, there is only \$538.07 remaining on the contract. We are requesting an additional \$5000.00 to cover this invoice as well as the January and February invoices.

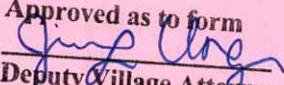
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board retroactively approve an additional \$5000.00, for a total contract cap of \$31,220.92 to cover December 2022, and January and February 2023 invoices from UniFirst Corporation, 1750 Arctic Ave, Bohemia, NY 11716 for uniform rental services provided from March 1, 2022 through February 28, 2023. Further, that the Mayor is authorized to execute all documentation necessary to process this payment. This service will be charged to E7851920 578100 (Safety Material). There are sufficient funds available to cover this expense.



Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Cc Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, on November 20, 2018 the Board of Trustees approved a contract with UniFirst Corp., 1750 Arctic Avenue, Bohemia, New York 11716 for the provision and laundering of flame-resistant uniforms for certain Freeport Electric employees for a term running from December 1, 2018 through February 29, 2024; and

WHEREAS, the estimated contract amount for March 1, 2022 through February 28, 2023 is \$26,220.92, with an outstanding balance of invoices of \$564.66, and a current balance available of \$538.07; and

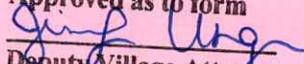
WHEREAS, the Superintendent of Electric Utilities is requesting an additional \$5,000 to cover this invoice, plus the invoices from January and February 2023, increasing the total contract cap to \$31,220.92;

WHEREAS, these services will be charged to account E 7851920 578100 – Safety Material and sufficient funds are available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based on the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any and all documents necessary to retroactively approve an increase in the contract with UniFirst Corp., 1750 Arctic Avenue, Bohemia, New York 11716 for the provision and laundering of protective clothing for a total cost of \$31,220.92 for the term running from March 1, 2022 through February 28, 2023.

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: Al Livingston Jr., Superintendent of Electric Utilities November 21, 2018

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 20, 2018:

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

WHEREAS, the Village of Freeport Electric Utility requires the rental of flame-resistant uniforms for 33 employees; and

WHEREAS, the Village previously received bids for uniform rental services; and

WHEREAS, UniFirst Corporation is a provider of uniforms and is a member of a cooperative (NJPA Sourcewell) that has government contracting that is lower than the bid pricing received and is willing to honor the government pricing; and

WHEREAS, under the terms of the Standard Rental Services Agreement, the full service uniform rental program with replacement garment insurance coverage for 33 employees (employee count may vary) will cost approximately \$22,238.29 per year (current contract pricing is \$22,107.33 without garment replacement insurance); and

WHEREAS, the contract price is subject to an annual 5% escalation clause; and

WHEREAS, these services will be charged to account E 7851920 578100 – Safety Material; and

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any and all documents necessary to approve a new contract with UniFirst Corp., 1750 Arctic Avenue, Bohemia, New York 11716 for the provision and laundering of protective clothing for a cost of approximately \$22,348.29 per year (depending on number of employees) effective December 1, 2018 through February 29, 2024, subject to an annual 5% escalation charge.

The Clerk polled the Board as follows:

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

Copy to:



VILLAGE OF FREEPORT

CONTRACTS

Contract: 1495
 Vendor: UNIFIRST CORPORATION (2090)
 Status: POSTED (8)
 Contract method: Not to Exceed

Remit: 0

Dept/Loc: ELECTRIC (5000)
 Bid/RFP:
 Project:

Printed: N
 To Be Rolled: N
 Require PO for Payment: N

Fiscal Yr/period: 2023 02
 Description: Rental & Laundering of flame resistant Uniforms

E7851920 578100

Type: PRO (PROFESSION)
 Subtype:
 Review code:
 Administrator:
 Workflow: None
 Ceiling Notification Percent: 0.00

Dates:
 Entered: 04/25/2022 Entered By: Marisa Johnson
 Awarded:
 Approved: 11/20/2018
 Expire: 02/28/2023
 Renewal action:
 Extended through: 03/01/2022
 Estimated start: 02/28/2023
 Estimated end: 07/15/2022 Times Modified:1
 Modified:

Retainage:
 Bonds in Lieu: N
 Recalculate cap amount with change orders: Y
 Recalculate retainage differences with change orders and payments: Y
 Cap: 0.00
 Retained to date: 0.00
 Liquidated: 0.00
 Permanently withheld: 0.00

Contract Completion Starting Percent	0.000	Contract Completion Ending Percent	100.000	Percent to Retain	0.000
-----		-----		-----	

TOTALS:					
Original:	26,220.92	Liquidated Amt:	23,450.54		
Revised:	26,220.92	Unrelieved:	2,770.38		
Open Req:	2,232.31				
Open PO:	0.00				
Expended:	23,450.54				
Available:	538.07				

Amounts:			
Year	-----	Revised Amount	-----
		Available Amount	-----

VILLAGE OF FREEPORT

CONTRACTS

2023

26,220.92

538.07

** END OF REPORT - Generated by Donna Barr **



FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

January 18, 2023

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:

Thomas Christopher Kelleher – Engine Co. #1

Lorena Paola Idrovo – Emergency Rescue 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

VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Nora E. Sudars, Grants Administrator

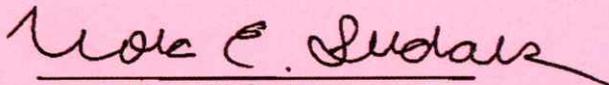
Date: January 13, 2023

RE: Contract # C000852 – Infrastructure Flood Protection Project

Please be advised that the above captioned grant agreement with New York State Dept. of Homeland Security and Emergency Services expired on December 31, 2022. The agreement is for \$282,837.30 and is for the grade raise of Nassau Avenue. The extension extends the agreement until June 30, 2023.

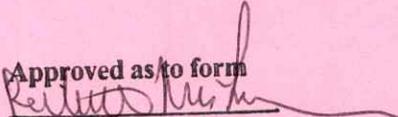
I am requesting that the Board of Trustees authorize you to execute the enclosed extension, submit documentation, and otherwise act for the Board of Trustees for the Incorporated Village of Freeport, it's governing body, in all matters related to the Project and to State assistance;

Thank you.



Nora E. Sudars

Cc: R. Fisenne

Approved as to form


Deputy Village Attorney

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

WHEREAS, on March 28, 2022, the Board of Trustees approved Contract # C000852 – Infrastructure Flood Protection Project with the New York State Department of Homeland Security and Emergency Services, for the grade raise of Nassau Avenue at a cost of \$282,837.30; and

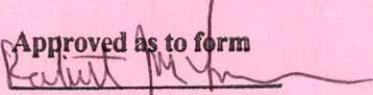
WHEREAS, this contract expired on December 31, 2022; and

WHEREAS, this contract may be extended until June 30, 2023 with Board approval; and

NOW THEREFORE BE IT RESOLVED, that base upon the recommendation of the Grants Administrator, the Board approve and the Mayor be authorized to execute any documentation necessary to execute the extension and act on behalf of the Board of Trustees in all matters related to this project and this State assistance.

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

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: Nora Sudars, Grants Administrator 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 Deputy Mayor Ellerbe, seconded by Trustee Squeri that the following resolution be adopted:

WHEREAS, on November 4, 2019, the Board of Trustees approved Contract # C000852 – Infrastructure Flood Protection Project with the New York State Department of Homeland Security and Emergency Services, for the grade raise of Nassau Avenue at a cost of \$282,837.30; and

WHEREAS, this contract expired on March 22, 2022; and

WHEREAS, this contract may be extended until December 31, 2022 with Board approval; and

NOW THEREFORE BE IT RESOLVED, that base upon the recommendation of the Grants Administrator, the Board approve and the Mayor be authorized to execute any documentation necessary to execute the extension and act on behalf of the Board of Trustees in all matters related to this project and this State assistance.

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

cc:

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</u>	X <u>Publicity</u>	<u>OTHER</u>
X <u>Comptroller</u>	X <u>Public Works</u>	
X <u>Court</u>	X <u>Purchasing</u>	

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

TO: Robert T Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: 01/11/2023
RE: Impact Records Management System - Annual Support

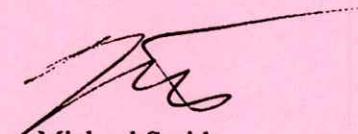
This is to request the approval of the software support and maintenance agreement for the Impact Records Management System with Impact – Central Square Technologies. This agreement provides 24x7 support and includes all software updates, enhancements, and revisions. This records management system is critical to Police Department operations. This agreement provides maintenance for software which has been previously purchased and therefore is exempt from the bidding process.

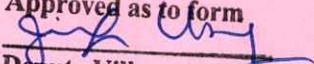
This contract will be in effect from 3/1/2023 to 2/29/2024.

The total cost for this contract is \$52,302.67 and is budgeted in account A312004 542800- Service Contracts. There is an increase of \$2,490.60 in the cost of this contract from last year.

Central Square Technologies is located at 1000 Business Center Drive, Lake Mary, FL 32746. The contact person is Shanteal Marcks, at shanteal.marcks@centralsquare.com, phone number 321-245-9409.

Should you have any questions or require additional information, please contact me at your convenience.


Michael Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department currently utilizes the Impact Records Management System for its Department; and

WHEREAS, the Freeport Police Department has annually contracted with Impact – Central Square Technologies, 1000 Business Center Drive, Lake Mary, FL 32746 for the maintenance of said system; and

WHEREAS, Impact – Central Square Technologies provides 24x7 support and includes all software updates, enhancements and revisions, and is critical to police department operations; and

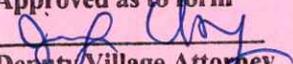
WHEREAS, the cost of this software support and maintenance agreement for March 1, 2023 through February 29, 2024 is \$52,302.67, which is an increase of \$2,490.60 from the cost of this contract from last year; and

WHEREAS, this expense is budgeted for in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Chief of Police, the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a maintenance agreement for Impact Records Management System between the Village of Freeport and Impact – Central Square Technologies, 1000 Business Center Drive, Lake Mary, FL 32746, in the amount of \$52,302.67 for a term from March 1, 2023 to February 29, 2024.

The Clerk polled the Board at follows:

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

Approved as to form

Deputy Village Attorney

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

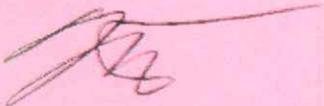
TO: Robert T Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: 01/09/2023
RE: Microsoft 365 Licenses and Protection

This is to request approval of the purchase of Microsoft 365 from Dell Technologies. Microsoft 365 will provide the department with updates versions of each tool in the Microsoft suite, the most important being Outlook. Outlook is critical to internal and external communications. The current version of Outlook being utilized by the department is obsolete and will soon be no longer supported by Microsoft. The contract will be in effect from 03/01/2023 to 02/29/24.

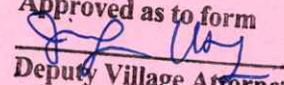
The total cost for this agreement is \$9,348.60 and is budgeted in account A312004 542800 – Service Contracts.

LA Dell Marketing LP One Dell Way Round Rock TX 78680. The contact person is Jerry Greer, J_Greer@Dell.com.

Should you have any questions or require additional information, please contact me at your convenience.



Michael Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department currently uses a version of Outlook for email, which is now obsolete and soon will no longer be supported by Microsoft; and

WHEREAS, the Department's e-mail system is critical to internal and external communications so it is necessary to upgrade to the new version of Outlook, contained in Microsoft 365; and

WHEREAS, the Department will also be purchasing Barracuda E-mail protection as an additional level of security for the system; and

WHEREAS, the Department has obtained three quotes, the lowest of which was from LA Dell Marketing LP, One Dell Way, Round Rock, TX 78680, for a total annual cost of \$9,348.60 (\$6,147.00 for the Microsoft 365 licenses and \$3,201.60 for the Barracuda e-mail protection); and

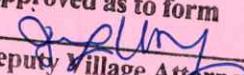
WHEREAS, this contract will run for a term beginning March 1, 2023 and ending February 29, 2024; and

WHEREAS, this service will be budgeted in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve a contract with LA Dell Marketing LP, One Dell Way, Round Rock, TX 78680 for Microsoft 365 licenses and Barracuda e-mail protection for a cost of \$9,348.60 for a term beginning March 1, 2023 and ending February 29, 2024.

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



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000139778669.1	Sales Rep	Sabrina Ruocco
Total	\$3,477.74	Phone	(800) 456-3355, 80000
Customer #	530029454916	Email	Sabrina_Ruocco@Dell.com
Quoted On	Dec. 15, 2022	Billing To	ANDREW BERG
Expires by	Jan. 13, 2023		FREEPORT POLICE
Contract Name	NYS OGS PD67644 Lot 1		40 N OCEAN AVE
	SW		FREEPORT, NY 11520
Contract Code	C000000006227		
Customer Agreement #	PD67644 Lot 1 SW		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Sabrina Ruocco

Shipping Group

Shipping To	Shipping Method
ANDREW BERG FREEPORT POLICE 40 N OCEAN AVE FREEPORT, NY 11520 (516) 377-2482	Standard Ground

Product	Unit Price	Quantity	Subtotal
FREEPORT PD BARRACUDA EMAIL PROT EMAIL GTW DEF P/USER SUB LIC 1MO	\$2.32	1380	\$3,201.60
	Subtotal:		\$3,201.60
	Shipping:		\$0.00
	Environmental Fee:		\$0.00
	Non-Taxable Amount:		\$0.00
	Taxable Amount:		\$3,201.60
	Estimated Tax:		\$276.14
	Total:		\$3,477.74

Shipping Group Details

Shipping To

ANDREW BERG
 FREEPORT POLICE
 40 N OCEAN AVE
 FREEPORT, NY 11520
 (516) 377-2482

Shipping Method

Standard Ground

	Quantity	Subtotal
FREEPORT PD BARRACUDA EMAIL PROT EMAIL GTW DEF P/USER SUB LIC 1MO	\$2.32 1380	\$3,201.60
Contract # C000000006227		
Customer Agreement # PD67644 Lot 1 SW		

Description	SKU	Unit Price	Quantity	Subtotal
FREEPORT PD BARRACUDA EMAIL PROT EMAIL GTW DEF P/USER SUB LIC 1MO	AC386486	-	1380	-

Subtotal:	\$3,201.60
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$276.14
<hr/>	
Total:	\$3,477.74

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



QUOTE

QOT23-6210

01/05/2023

LANRover Network Services, Inc.

Expires on 02/04/2023

85 S Snedecor Ave.
Bayport NY 11705
Phone : (844) 526-7683
Fax : (631) 251-7082
Website : www.lanrover.net

Billing address

Frank Prisciandaro
Village of Freeport
46 North Ocean Avenue
Freeport NY 11520

Shipping address

Village of Freeport
46 North Ocean Avenue
Freeport NY 11520

Item name & description	Taxable	Qty.	Unit price	Amount
EP-EGD-USR-1M Barracuda Email Protection, Email Gateway Defense, per User, 1 Month (5% off) Barracuda Email Protection, Email Gateway Defense, per User, 1 Month		1,380	\$2.85 <i>(Reg. price \$3.00)</i>	\$3,933.00
Subtotal				\$3,933.00
Exempt (\$0.00 @ 0%)				\$0.00
Total				\$3,933.00

Please reference prices based on GSA MAS Contract #47QTCA19D00MM
Exp 9/26/2024, DUNS 112375758
Please send PO to orders@lanrover.net



QUOTE

Number AAAQ6760

Date Apr 18, 2022

Sold To Freeport Police Department Nick Giovanniello 40 North Ocean Ave Freeport, NY 11520 United States	Ship To Freeport Police Department Nick Giovanniello 40 North Ocean Ave Freeport, NY 11520 United States	Your Sales Rep Lisa A. Guerin 631-306-1027 lguerin@total.us.com
Phone (516) 377-2422 Fax	Phone (516) 377-2422 Fax	

Terms	P.O. Number	Ship Via
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Line	Qty	Description	Unit Price	Ext. Price
1		O365 - Move from MS Exchange On Prem Server to Office 365		
2		Recurring Annual license fees		
3	75	Microsoft Office 365 G1 GCC includes Microsoft Exchange email with a 50 GB mailbox per user, online versions of Outlook, Word, Excel, and PowerPoint, file storage and sharing with one TB OneDrive storage per user, and Microsoft Teams, which adds conferencing and collaboration tools.	\$96.00	\$7,200.00
4	40	Microsoft Office 365 G3 GCC - All the features of Office 365 Government Community G1 plus Office desktop applications, personalized search and discovery, self-service business intelligence, enterprise management of apps, eDiscovery tools, hosted voicemail with auto-attendant capabilities, and other services.	\$240.00	\$9,600.00
5	115	Barracuda Essentials Complete - Email Security w/ATP / Cloud to Cloud Backup / Archiving - per user - Annual fee	\$83.40	\$9,591.00
6		SubTotal Recurring Annual Fees		\$26,391.00
7		Configuration, Installation and data migration		
8	115	BitTitan MigrationWiz User Migration Bundle - MigrationWiz User Migration Bundle moves mail, documents, personal archives, and configures Outlook fast. Migrate data from nearly any Source to any Destination.	\$15.00	\$1,725.00
9	1	100040 BITTITAN PHONE SUP 1 INSTANCE	\$306.64	\$306.64
10	1	Configuration and Installation	\$50,000.00	\$50,000.00
11		SubTotal One time Fees		\$52,031.64

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Line	Qty	Description	Unit Price	Ext. Price
Recurring Amounts: \$16,800.00 Billed Monthly			SubTotal	\$78,422.64
			Tax	\$0.00
			Shipping/Handling	\$0.00
			Total	\$78,422.64

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Budgetary Quote



Customer: Freeport PD
 Contact: Sgt Andrew Berg
 Customer #: 530029454916
 Software Rep: Jerry Greer

Remit To:	LA Dell Marketing LP One Dell Way Round Rock TX 78680
Federal ID:	74-2616805

Product Description - Year 1 payment due at time of order	Months	Mfr #	Quantity	Price	Yr 1 Total	
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	12	U4S-00002	19	6.87	1566.36	
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	12	AAA-11894	6	19.07	1373.04	
ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	12	3MS-00001	90	2.97	3207.6	
Notes: Pricing contingent on signing 3 year Microsoft Enterprise Agreement					Yr 1 Subtotal	\$6,147.00
Contract No: 51AHM					Tax	0.00%
Customer Agreement No: PS68202					Yr 1 Grand Total	\$6,147.00
Product Description - Year 2 payment due on anniversary	Months	Mfr #	Quantity	Price	Yr 2 Total	
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	12	U4S-00002	19	6.87	1566.36	
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	12	AAA-11894	6	19.07	1373.04	
ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	12	3MS-00001	90	2.97	3207.6	
Notes: Pricing contingent on signing 3year Microsoft Enterprise Agreement					Yr 2 Subtotal	\$6,147.00
Contract No: 51AHM					Tax	0.00%
Customer Agreement No: PS68202					Yr 2 Grand Total	\$6,147.00
Product Description - Year 3 payment due on anniversary	Months	Mfr #	Quantity	Price	Yr 3 Total	
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	12	U4S-00002	19	6.87	1566.36	
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	12	AAA-11894	6	19.07	1373.04	
ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr	12	3MS-00001	90	2.97	3207.6	
Notes: Pricing contingent on signing 3year Microsoft Enterprise Agreement					Yr 3 Subtotal	\$6,147.00
Contract No: 51AHM					Tax	0.00%
Customer Agreement No: PS68202					Yr 3 Grand Total	\$6,147.00



QUOTE

Number AAAQ6760

Date Apr 18, 2022

Sold To Freeport Police Department Nick Giovanniello 40 North Ocean Ave Freeport, NY 11520 United States Phone (516) 377-2422 Fax	Ship To Freeport Police Department Nick Giovanniello 40 North Ocean Ave Freeport, NY 11520 United States Phone (516) 377-2422 Fax	Your Sales Rep Lisa A. Guerin 631-306-1027 lguerin@total.us.com
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Terms	P.O. Number	Ship Via
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5	115	Barracuda Essentials Complete - Email Security w/ATP / Cloud to Cloud Backup / Archiving - per user - Annual fee	\$83.40	\$9,591.00
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PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Line	Qty	Description	Unit Price	Ext. Price
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Recurring Amounts:

\$16,800.00 Billed Monthly

SubTotal	\$78,422.64
Tax	\$0.00
Shipping/Handling	\$0.00
Total	\$78,422.64

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Berg, Sgt Andrew

From: Stephen Boyle <Stephen.Boyle@lanrover.net>
Sent: Thursday, January 5, 2023 3:43 PM
To: Giovanniello, PO Nicholas; Frank Prisciandaro
Cc: Berg, Sgt Andrew
Subject: RE: Exchange Migration
Attachments: Quote-# QOT23-6211-20230105100923.pdf; Quote-# QOT23-6210-20230105095803.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Nicholas,

Sorry for the delay in getting you the quotes. Attached are the quotes for the O365 migration and the basic Barracuda cloud SPAM and threat filtering. I spoke to Frank and he is able to get you a very good price on the O365 licenses so I would suggest taking advantage of the discount he gets. There are a few levels of filtering plan with the Barracuda, this will be an ongoing yearly cost. We can discuss the options if you are looking for additional features from the SPAM and threat filtering. We have used Barracuda in a few clients and have been very happy with the results. We offer the Barracuda on a GSA contract and our services on OGS if that makes it easier for you to purchase. Please let me know if you have any question and I'll be more than happy to make myself available.

Steve

From: Giovanniello, PO Nicholas <giovanniellon@freeportpolice.org>
Sent: Tuesday, November 29, 2022 3:59 PM
To: Stephen Boyle <Stephen.Boyle@lanrover.net>; Frank Prisciandaro <fprisciandaro@freeportny.gov>
Cc: Berg, Sgt Andrew <a.berg@freeportpolice.org>
Subject: RE: Exchange Migration



You don't often get email from giovanniellon@freeportpolice.org. [Learn why this is important](#)

Sgt Berg & I are available tomorrow afternoon. Does 1 or 2pm work?

PO Nicholas A. Giovanniello
Freeport Police Department

Technical Services Unit
516-377-2422

From: Stephen Boyle
Sent: Tuesday, November 29, 2022 11:53 AM
To: Frank Prisciandaro <fprisciandaro@freeportny.gov>
Cc: Giovanniello, PO Nicholas <giovanniellon@freeportpolice.org>; Berg, Sgt Andrew <a.berg@freeportpolice.org>
Subject: RE: Exchange Migration

Frank,

I am flexible for a call any time after 9:30 Wed-Fri this week. I can meet up in person at 2pm on the 6th. Let me know what works for you all.

Steve

From: Frank Prisciandaro <fprisciandaro@freeportny.gov>
Sent: Tuesday, November 29, 2022 11:45 AM
To: Stephen Boyle <Stephen.Boyle@lanrover.net>
Cc: Nicholas Giovanniello <n.giovanniello@freeportpolice.org>; Andrew Berg <a.berg@freeportpolice.org>
Subject: RE: Exchange Migration

Stephen

Please let me know if you have time to discuss the Police migration project this week or next.

From: Frank Prisciandaro
Sent: Wednesday, November 16, 2022 7:49 AM
To: Andrew Berg <a.berg@freeportpolice.org>
Cc: Nicholas Giovanniello <n.giovanniello@freeportpolice.org>
Subject: Exchange Migration

Sgt Berg

I am working with a vendor that can provide the Police department with a second quote for the Exchange Migration Project. They assisted the Village in performing its migration and it went flawless and at a much more palatable cost. Let me know if you want me to set up time next week and I will set up a meeting to discuss the project with them.

Frank Prisciandaro
IT Manager | Inc. Village of Freeport
[Helpdesk 516.377.3606](tel:516.377.3606) | helpdesk@freeportny.gov
Direct 516.377.2490 | fprisciandaro@freeportny.gov

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Vendor	Item	Price
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Yearly Price Per User

Dell	E1 License	\$82.44
Total	E1 License	\$96.00
Dell	E3License	\$228.84
Total	E3License	\$240.00
Dell	ExchgOnly	\$35.64
Total	ExchgOnly	

Total Yearly Price

Dell	Barracuda	\$3,201.60
LanRover	Barracuda	\$3,933.00
Total	Barracuda	\$9,591.00

One Time Cost

LanRover	Migration	\$15,065.40
Dell	Migration	\$29,308.00
Total	Migration	\$52,031.64

INTER-DEPARTMENT CORRESPONDENCE

FREEPORT POLICE DEPARTMENT

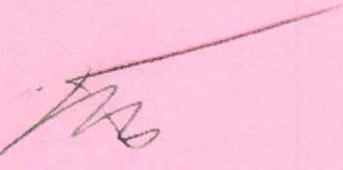
TO: Robert T Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: 01/09/2023
RE: Migration of Data for Microsoft 365

This is to request the approval of the migration of all department e-mail data to a new e-mail system. This will be conducted by Lanrover Network Services Inc. The department e-mail system is critical to internal and external communications. The current e-mail system is becoming obsolete and will soon be no longer supported by Microsoft. Additionally, we will be purchasing Barracuda E-mail protection as an additional level of security for the system.

The total cost for this agreement is \$15,065.05 and is budgeted in account A312004 542800 – Service Contracts.

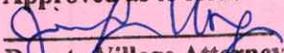
Lanrover Network Services Inc is located at 85 S Snedecor Ave Bayport NY, 11705. The contact person is Stephen Boyle, Stephen.Boyle@lanrover.net.

Should you have any questions or require additional information, please contact me at your convenience.



Michael Smith

Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Chief of Police is requesting Board approval of the migration of all department e-mail data to a new e-mail system; and

WHEREAS, the Department's e-mail system is critical to internal and external communications; the current e-mail system is becoming obsolete and will soon be no longer supported by Microsoft; and

WHEREAS, the migration will be conducted by Lanrover Network Services Inc., 85 S Snedecor Ave., Bayport, NY 11705, for a total cost of \$15,065.05; and

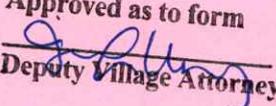
WHEREAS, there are no prior agreements in place for this service; this request was based on the lowest quote from 3 competitors; and

WHEREAS, this service will be budgeted in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve of the migration of all department e-mail data to a new e-mail system with Lanrover Network Services Inc., 85 S Snedecor Ave., Bayport, NY 11705, for a total cost of \$15,065.05.

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



QUOTE

QOT23-6211

01/05/2023

LANRover Network Services, Inc.

Expires on 02/04/2023

85 S Snedecor Ave.
Bayport NY 11705
Phone : (844) 526-7683
Fax : (631) 251-7082
Website : www.lanrover.net

Billing address

Frank Prisciandaro
Village of Freeport
46 North Ocean Avenue
Freeport NY 11520

Shipping address

Village of Freeport
46 North Ocean Avenue
Freeport NY 11520

Item name & description	Taxable	Qty.	Unit price	Amount
HB978A1 HPE HW Engin Enterprise Bus Hrs - Hourly (30% off) HPE HW Engin Enterprise Bus Hrs - Hourly		102	\$147.70 <i>(Reg. price \$211.00)</i>	\$15,065.40
		Subtotal		\$15,065.40
		Exempt (\$0.00 @ 0%)		\$0.00
		Total		\$15,065.40

Email Migration
Please Reference:
HPE/Aruba's NY OGS Contract # PM20850

Please email POs to:
orders@lanrover.net



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000139829318.1	Sales Rep	Sabrina Ruocco
Total	\$31,835.81	Phone	(800) 456-3355, 80000
Customer #	530029454916	Email	Sabrina_Ruocco@Dell.com
Quoted On	Dec. 15, 2022	Billing To	ANDREW BERG
Expires by	Jan. 13, 2023		FREEPORT POLICE
Contract Name	NYS OGS PD67644 Lot 1		40 N OCEAN AVE
	SW		FREEPORT, NY 11520
Contract Code	C000000006227		
Customer Agreement #	PD67644 Lot 1 SW		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Sabrina Ruocco

Shipping Group

Shipping To	Shipping Method
ANDREW BERG FREEPORT POLICE 40 N OCEAN AVE FREEPORT, NY 11520 (516) 377-2482	Standard Ground

Product	Unit Price	Quantity	Subtotal
FREEPORT QUEST ON DEMAND MIG CONSULTING P/HOUR REM SVC	\$293.08	80	\$23,446.40
FREEPORT QUEST ON DEMAND PROJECT MNGR P/HOUR REM SVC	\$293.08	20	\$5,861.60

Subtotal:	\$29,308.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$29,308.00
Estimated Tax:	\$2,527.81
<hr/>	
Total:	\$31,835.81

Shipping Group Details

Shipping To

ANDREW BERG
 FREEPORT POLICE
 40 N OCEAN AVE
 FREEPORT, NY 11520
 (516) 377-2482

Shipping Method

Standard Ground

FREEPORT QUEST ON DEMAND MIG CONSULTING P/HOUR REM SVC	\$293.08	Quantity 80	Subtotal \$23,446.40
Contract # C000000006227 Customer Agreement # PD67644 Lot 1 SW			

Description	SKU	Unit Price	Quantity	Subtotal
FREEPORT QUEST ON DEMAND MIG CONSULTING P/HOUR REM SVC	AC393687	-	80	-

FREEPORT QUEST ON DEMAND PROJECT MNGR P/HOUR REM SVC	\$293.08	Quantity 20	Subtotal \$5,861.60
Contract # C000000006227 Customer Agreement # PD67644 Lot 1 SW			

Description	SKU	Unit Price	Quantity	Subtotal
FREEPORT QUEST ON DEMAND PROJECT MNGR P/HOUR REM SVC	AC393686	-	20	-

Subtotal:	\$29,308.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$2,527.81
Total:	\$31,835.81

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



QUOTE

Number AAAQ6760

Date Apr 18, 2022

Sold To	Ship To	Your Sales Rep
Freeport Police Department Nick Giovanniello 40 North Ocean Ave Freeport, NY 11520 United States Phone (516) 377-2422 Fax	Freeport Police Department Nick Giovanniello 40 North Ocean Ave Freeport, NY 11520 United States Phone (516) 377-2422 Fax	Lisa A. Guerin 631-306-1027 lguerin@total.us.com

Terms	P.O. Number	Ship Via
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Line	Qty	Description	Unit Price	Ext. Price
1		O365 - Move from MS Exchange On Prem Server to Office 365		
2		Recurring Annual license fees		
3	75	Microsoft Office 365 G1 GCC includes Microsoft Exchange email with a 50 GB mailbox per user, online versions of Outlook, Word, Excel, and PowerPoint, file storage and sharing with one TB OneDrive storage per user, and Microsoft Teams, which adds conferencing and collaboration tools.	\$96.00	\$7,200.00
4	40	Microsoft Office 365 G3 GCC - All the features of Office 365 Government Community G1 plus Office desktop applications, personalized search and discovery, self-service business intelligence, enterprise management of apps, eDiscovery tools, hosted voicemail with auto-attendant capabilities, and other services.	\$240.00	\$9,600.00
5	115	Barracuda Essentials Complete - Email Security w/ATP / Cloud to Cloud Backup / Archiving - per user - Annual fee	\$83.40	\$9,591.00
6		SubTotal Recurring Annual Fees		\$26,391.00
7		Configuration, Installation and data migration		
8	115	BitTitan MigrationWiz User Migration Bundle - MigrationWiz User Migration Bundle moves mail, documents, personal archives, and configures Outlook fast. Migrate data from nearly any Source to any Destination.	\$15.00	\$1,725.00
9	1	100040 BITTITAN PHONE SUP 1 INSTANCE	\$306.64	\$306.64
10	1	Configuration and Installation	\$50,000.00	\$50,000.00
11		SubTotal One time Fees		\$52,031.64

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Line	Qty	Description	Unit Price	Ext. Price
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Recurring Amounts:

\$16,800.00 Billed Monthly

SubTotal	\$78,422.64
Tax	\$0.00
Shipping/Handling	\$0.00
Total	\$78,422.64

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Vendor	Item	Price
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Yearly Price Per User

Dell	E1 License	\$82.44
Total	E1 License	\$96.00
Dell	E3License	\$228.84
Total	E3License	\$240.00
Dell	ExchgOnly	\$35.64
Total	ExchgOnly	

Total Yearly Price

Dell	Barracuda	\$3,201.60
LanRover	Barracuda	\$3,933.00
Total	Barracuda	\$9,591.00

One Time Cost

LanRover	Migration	\$15,065.40
Dell	Migration	\$29,308.00
Total	Migration	\$52,031.64

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

TO: Mayor Robert T. Kennedy
FROM: Kim Weltner, Purchasing Agent
DATE: January 6, 2023
RE: Request to Reject the 2022 Printing contract BID# 22-12-PURC-627

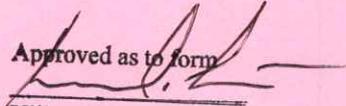
Two bids were received on December 20th 2022 for the 2022 printing contract bid. One of the bids that was received was incomplete, and the other bid was substantially higher than expected. This specific bid came in at \$50,473.00 compared to last years contract that came in at \$35,455.00. Therefore, it is in the best interest of the Village to formally reject these bids and to re-bid this printing contract to see more competitive results.

Jay D'Orta / Kim Weltner

Kim Weltner
Purchasing Agent

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

Approved as to form


Village Attorney

1/12/2023

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

WHEREAS, on November 28, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2023 Contract for Printing Services”, BID# 22-12-PURC-627; and

WHEREAS, two (2) bids were received on December 20, 2022 for the referenced contract; and

WHEREAS, one bid received was incomplete and the other bid received was substantially higher than expected; and

WHEREAS, this higher bid came in at \$50,473.00 compared to last year’s contract at \$35,455.00; and

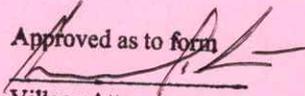
WHEREAS, the Purchasing Agent is requesting the Board to formally reject these bids and to re-bid this printing contract to see more competitive results; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Purchasing Agent that the bids received on December 20, 2022 for the “2023 Contract for Printing Services”, BID# 22-12-PURC-627 be rejected and to re-bid this printing contract to see more competitive results.

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

11/14/2023

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 November 30, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

It was moved by Trustee Sanchez, seconded by Trustee Squeri 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	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	Excused

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

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

TO: Mayor Robert T. Kennedy
FROM: Kim Weltner, Purchasing Agent
DATE: January 6, 2023
RE: Request to Advertise - 2023 Contract for Printing Services RE-BID

Specifications have been prepared for the purpose of bidding the 2023 Contract for Printing Services RE-BID. 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).

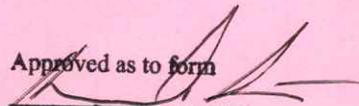
Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on January 26, 2023. Specifications will be available from January 27, 2023 through February 10, 2023. The bids will have a returnable date of February 14, 2023 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

Kim Weltner
Purchasing Agent

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

Approved as to form


Village Attorney

1/12/2023

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

WHEREAS, the Purchasing Agent is requesting to advertise a Notice to Bidders for the “2023 Contract for Printing Services RE-BID”; and

WHEREAS, specifications have been prepared for the above-referenced contract; 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 (2) additional one-year terms; and

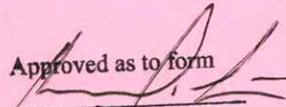
WHEREAS, in general, the Village spends between \$15,000 and \$25,000 per year for all departments combined; and

WHEREAS, all items ordered under this contract will be charged to the printing and stationary budget line of the requesting departments (i.e. A134504 540200); 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 Notice to Bidders for the “2023 Contract for Printing Services RE-BID” in the Freeport Herald and other relevant publications of general circulation on January 26, 2023, with specifications available from January 27, 2023 through February 10, 2023, with a return date of February 14, 2023.

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 1/12/2023

NOTICE TO BIDDERS

2023 CONTRACT FOR PRINTING SERVICES RE-BID

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 RE-BID"

until 11:00 A.M. on **Tuesday, February 14, 2023** 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 Friday, January 27, 2023 until 4:00 P.M. Friday, February 10, 2023**. 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 – January 26, 2023
Freeport Leader

**Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence**

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: January 11, 2023

**Re: Personal Services Agreement
Defense Concepts, Inc.**

The Freeport Recreation Center would like to renew the agreement with Defense Concepts, Inc. Defense Concepts teaches karate classes throughout the year at the Recreation Center. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2023—June 30, 2023

Contract Rate: \$100.00 per hour payable to Defense Concepts, Inc. (Same hourly rate as last year).

Sessions: Sessions are on-going throughout the year. Classes are held on Tuesdays from 5pm-7pm, as well as during Summer Camp.

Description: The class is designed to teach basic concepts of self-defense. The ages for this class are 5 and up.

Village Compensation: The Total Fee to be paid to Defense Concepts, Inc will be \$100.00 per hr., with a Cap of \$2,500.00.

Village to Provide: A room to conduct the class and mats.

Revenue: The Recreation Center will be charging participants \$100 per session (Residents) & \$115.00 per session (Non-Residents). Each session is 8-weeks. During the FYE 2023 contract, the Recreation Center collected approximately \$15,637.50 from this program.

Expenditures: During FYE 2023, the Village paid Defense Concepts, Inc. \$11,800.00. This expense will come out of account A714004-545700 (Non-Employee Salaries).

**Defense Concepts, Inc.
1754 Merrick Ave.
Merrick, NY 11566**

Approved as to form

Village Attorney
1/12/2023

Victoria Dinielli

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

WHEREAS, the Incorporated Village of Freeport, from time to time, is in need of expert professional services at the Freeport Recreation Center; and

WHEREAS, Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, possesses those certain skills, knowledge and expertise of a specialized nature in the area of karate instruction; and

WHEREAS, the Board of Trustees deems it beneficial to the residents of the Village of Freeport and the members of the Recreation Center to provide for the performance of karate instruction classes; and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

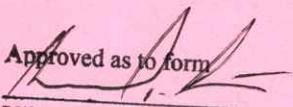
WHEREAS, the contract renewal is for a term from March 1, 2023 through June 30, 2023 at an hourly rate of \$100.00 for a not-to-exceed amount of \$2,500.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (non-employee salaries); and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized, on behalf of the Village of Freeport, to execute a renewal agreement between the Village of Freeport and Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, for a term beginning March 1, 2023 through June 30, 2023, at an hourly rate of \$100.00 for a not-to-exceed amount of \$2,500.00.

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

Village Attorney 1/12/2023

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Defense Concepts, Inc.

March 1, 2023 to June 30, 2023

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____ 20_____, 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 Defense Concepts, Inc., located on 1754 Merrick Avenue, Merrick, NY 11566 (hereinafter referred to as "Defense Concepts"):

WITNESSETH:

WHEREAS, Defense Concepts has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, for the purpose of teaching karate; and,

WHEREAS, Defense Concepts is an independent contractor ready, willing and able to provide said services to the Incorporated Village of Freeport for the period contemplated by this Agreement;

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on June 30, 2023. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Defense Concepts.

3. Compensation.

For all services rendered by Defense Concepts under this Agreement, the IVF shall pay Defense Concepts a fee not to exceed \$100.00 per hour, with an annual cap of \$2,500.00. All services to IVF shall be billed on a monthly basis in per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Defense Concepts and submitted to the Freeport Recreation Center for processing.

5. Duties

Defense Concepts shall provide the following services to IVF:

Defense Concepts shall conduct karate classes throughout the year at the Recreation Center.

All classes will be performed according to a schedule approved, in advance, by IVF.

6. Extent of Services.

Defense Concepts shall devote such time, attention and energies to the IVF as is required. Defense Concepts 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.

7. No Participation.

Defense Concepts acknowledges and agrees that this contract shall not give or extend to Defense Concepts or his/her employees and/or assigns 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 the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments under the terms of this Agreement.

8. Death or Disability.

If due to disability or prolonged illness (more than 30 consecutive days) Defense Concepts is unable to perform the services required hereunder, IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to Defense Concepts.

9. Assignment.

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

10. Notices.

All notices or other communications provided for by 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 as may be designated in writing by one party to the other):

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, NY 11520
Attn: Village Attorney

Defense Concepts, Inc.
1754 Merrick Avenue
Merrick, NY 11566

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. 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.

14. 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.

15. 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.

16. 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.

17. Disclosure.

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

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

INCORPORATED VILLAGE OF FREEPORT

By:

ROBERT T. KENNEDY, MAYOR

DEFENSE CONCEPTS, INC.

APPROVED AS TO FORM:

By:

HOWARD E. COLTON
Village Attorney

INCORPORATED VILLAGE OF FREEPORT
INTERDEPARTMENTAL CORRESPONDENCE ONLY
OFFICE OF THE VILLAGE ATTORNEY

TO: Robert T. Kennedy, Mayor
FROM: Jennifer Ungar, Deputy Village Attorney
DATE: January 4, 2023
RE: Renewal of Contract with CCS Adjusters Inc.

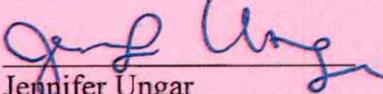
A request is made for the renewal for the Village's Risk and Claim Management Agreement with CCS Adjusters Inc. of 100 Ring Road, Suite 202, Garden City, New York 11530 (formerly Customized Claims Solutions, LLC) to manage its self insured, non-health related insurance programs. This includes all negligence, civil rights, and property damage claims against the Village, and the insuring of Village buildings and property.

The contract is for a term beginning March 1, 2023 and terminating February 29, 2024, with a provision allowing either party the option to terminate the agreement upon sixty (60) days written notice, without penalty. The total cost of this agreement \$107,856.00 (\$26,964.00 per quarter), which is the same annual cost as the prior contract. The monies will be allocated in this next fiscal budget. This contract has been extended from a previously awarded RFP from 2012, wherein Customized Claims was the only entity to submit a response. Furthermore, Customized Claims has successfully handled the Village's insurance matters for the almost the last twenty-five years.

The funds are to be drawn from budget line A193104 545500 and there are sufficient funds allocated in the budget for this expense.

If this meets with your approval, please place this on the next available Board agenda for authorization for the Mayor to sign any documentation necessary to effectuate this agreement.

Approved as to form
Village Attorney
1/12/2023


Jennifer Ungar
Deputy Village Attorney

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

WHEREAS, the Village of Freeport utilizes the services of CCS Adjusters Inc. of 100 Ring Road, Suite 202, Garden City, New York 11530 (formerly Customized Claims Solutions, LLC) to manage its non-health insurance, self-insured insurance programs, including but not limited to, negligence, civil rights, and property damage claims against the Village, and the insuring of Village buildings and property; and

WHEREAS, the contract for the aforementioned services is currently before the Board of Trustees for renewal at a cost of \$107,856.00 (\$26,964.00 per quarter), from March 1, 2023 and ending February 29, 2024, the same annual cost as the prior contract, with a provision allowing either party the option to terminate the agreement upon sixty (60) days written notice, without penalty; and

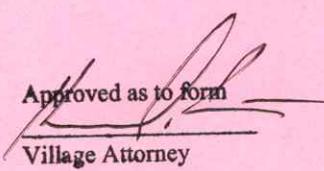
WHEREAS, funds are to be drawn from budget line A193104 545500 and there are sufficient funds allocated in the budget for this expense; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Village Attorney, the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate an agreement between the Village of Freeport and CCS Adjusters Inc. of 100 Ring Road, Suite 202, Garden City, New York 11530 in the amount of \$107,856.00 (\$26,964.00 per quarter), running from March 1, 2023 and ending February 29, 2024.

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

1/12/2023

Professional Services Agreement
by and between
INCORPORATED VILLAGE OF FREEPORT
and
CCS ADJUSTERS INC.

January 3, 2023

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

Prepared by: Diane Krause, Director

Date: January 3, 2023

RISK MANAGEMENT CONSULTING AND CLAIM MANAGEMENT AGREEMENT

PARTIES

The Incorporated Village of Freeport (hereinafter "CLIENT") hereby retains CCS Adjusters (Inc.) (hereinafter "Claim Administrator") to perform the claim administrative and risk management services,

TERM

This contract shall be in effect from March 1, 2023, to February 29, 2024, and shall remain in full force and effect unless amended or terminated

ATTACHEMENTS

Attached hereto and made a part hereof are the following:

1. Standard Risk and Claim Management Agreement

AGREEMENT (the "Agreement") made as of the ___ Day of _____, 2023 by and between CCS Adjusters Inc., a New York Corporation, having an address of 100 Ring Road, Ste. 202 Garden City, New York, 11530 (hereinafter called the "Claim Administrator") and the Incorporated Village of Freeport, a municipality duly organized under the laws of the State of New York, having offices at 46 North Ocean Avenue, Freeport, New York, (hereinafter called the "CLIENT"):

WITNESSETH:

WHEREAS, the Claim Administrator is in the claims administration and risk management business;

WHEREAS, the Client is a municipality in Nassau County New York;

WHEREAS, the Client desires to retain the Claim Administrator as its third party administrator representative and risk manager;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, receipt of which are hereby acknowledged, the Claim Administrator and the Client hereby agree as follows:

TERMS AND CONDITIONS

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

1. *Obligations of the Claim Administrator:*

During the term the Claim Administrator shall:

- a. Identify and measure all exposure to losses arising out of any kind of exposure or loss for which is authorized by law to be written by the State of New York (hereinafter "Authorized Exposure Areas")
- b. Design and implement for the Client a comprehensive program of protection against losses arising from the Authorized Exposure Areas;
- c. Provide the following miscellaneous services:
 1. Cost/benefit analysis;
 2. Risk finance alternatives;
 3. Analysis of insurance policies;
 4. Placement of insurance, including negotiation of the terms, conditions, and price of coverage and, wherever possible reduce the normal premiums paid to carriers;
 5. Administer, adjust or settle liability losses and/or claims which occur after June 1, 2013
 6. Provide claims and loss analysis reports on a quarterly basis;
 7. Provide monthly fund and voucher request reports;
 8. Provide a complete accounting, including allocation of risk and insurance charges among the Client's possible individual entities;
 9. Deliver to the Client checks and check registers detailing loss and expense payments for signature and distribution from a zero balance checking account as outlines in paragraph 2(a).
- d. Review each claim and loss report submitted by the Client during the term of this contract.
- e. Conduct an investigation of each qualified claim or loss to the extent deemed necessary by the Claim Administrator.
- f. Maintain a file for each qualified claim or loss which shall be available for review by the Client.
- g. Adjust, settle or resist all qualified claims or losses:
 1. Within the stated discretionary settlement authority limit;
 2. With specific approval of the Client, if outside the stated authority limit.
- h. Perform necessary and customary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, releases, agreements, and other documents needed to finalize a claim
- i. Establish and update claim reserves as needed Assist the Client in establishing a banking arrangement for loss and expense payments
- j. Assist the Client in establishing a banking arrangement for loss and expense payments
- k. Notify Client, Client's agents or carriers, as designated by the Client, of all qualified claims or losses which may exceed the Client's retention and, if requested, provide information on the states of those claims or losses.
- l. Coordinate investigations on litigated claims with attorneys representing the Client and with representatives of the excess carrier, as requested.

- m. Have the Claim Administrator's internal management staff review large and unusual claims at no additional cost to the Client.
- n. Investigate and pursue subrogation collections shall be considered revenue of the Client.
- o. Maintain an automated loss and information system, and provide the Client with periodic reports.
- p. Provide forms as determined by the Claim Administrator, needed to administer the Client's programs.
- q. Provide additional ad hoc information, analysis reports or specialists as the claim may require
- r. Assist the Client in selecting appropriate experts or specialists as the claim may require
- s. Provide personnel needed to perform the services agreed to herein.
- t. With respect to self-insurance qualification, the Claim Administrator shall assist the Client in the filing of periodic reports and renewal applications required by state administrative agencies. All fees and assessments in connection with such are the obligation of the Client.
- u. CCS Adjusters Inc. shall audit and review all aspect of this program and make recommendations, if available, of any cost reduction options.

2. *Obligations of the Client.*

During the term of the Agreement the Client shall:

- a. Establish zero balances bank accounts, for liability claims, upon which the Claim Administrator will issue claim checks, as outlined in paragraph 1 (c.x), at any time and from time to time for claim loss payment and Allocated Adjustment Expense (as hereafter defined) within the settlement authority limit given to the Claim Administrator;
- b. Pay the Claim Administrator an annual service fee equal to \$107,856. which shall not include the following out-of-pocket expenses of the Claim Administrator set forth in Paragraph 2(c) below; payable QUARTERLY as follows: \$26,964.00 to CCS Adjusters Inc.
- c. Allow the Claim Administrator, to have the authority to control all matters pertaining to the adjustment, handling investigation, and administration for all claims and losses; and,
- d. Permit the Claim Administrator, to have the authority to control all matters pertaining to the adjustment, handling, investigation, and administration for all claims and losses; and,
- e.

3. *Terms and Conditions.*

- a. **Discretionary Settlement Authority:** The limit on any settlement payment by the Claim Administrator shall be set forth in the Definition section of this Agreement. It is agreed that the Claim Administrator shall have full authority in all matters pertaining to the payment, processing, investigation, and

administration of qualified claims or losses within this limit. Failure of the Claim Administrator to settle qualified claims or losses within such limit shall not subject the Claim Administrator to liability to any party in the event of an adverse judgment entered by any court of the settlement of such claim or loss for an amount in excess of such limit.

- b. **Terms of Cancellation or Non-renewal:** Either party shall have the right to cancel the contract giving the other party written notice of intent to cancel at least sixty (60) days in advance. In the event of cancellation of this contract, the Claim Administrator will continue to manage all pending claims and claims occurring in the service term but not reported prior to the date of the termination only in Client pays the Claim Administrator to continue handling open claims, at the Claim Administrator's prevailing rate on the date of termination. Should Client elect to have the files returned to them, the Claim Administrator will provide a tape of paper copy of the claim information. Upon delivery of this information to Client, claim information will be deleted from the system. If Client fails to pay any amounts billed, included but not limited to the Claim Administrator's service fee during the contract period the service fee to continue handling claims past termination date or bank charges, within thirty (30) days, the Claim Administrator shall have the right to terminate the contact by giving the Client fifteen (15) days' notice in writing. The Claim Administrator will then return all files to the Client in an orderly manner. Costs for file transfer shall be the obligations of the Client.
- c. **Practice of Law:** The Claim Administrator will not perform any services which may constitute the unauthorized practice of law.
- d. **Mutual Indemnification:**
1. The Claim Administrator agrees to defend, indemnify, protect, save, and keep harmless Client from any and all loss, costs, damage or exposure arising from the negligent acts or omission of the Claim Administrator;
 2. Client agrees to defend, indemnify, protect, save, and keep harmless the arising from the negligent acts or omission of Client;
 3. The foregoing indemnification provisions shall survive termination of this Agreement.
- e. **Notices:** any notice required to be given under this contract shall be send certified mail to the following:

In the case of the Claim Administrator
Diane Krause, Director
CCS Adjusters Inc.
100 Ring Road, Ste. 202
Garden City, New York, 11530

In the case of the Client:
Honorable Mayor Robert T. Kennedy
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York, 11520

- f. **Successors/Affiliates:** This Agreement shall be binding upon and shall insure to the benefit of all assignees, transferees, and successors in interest of the parties. The services to be provided by the Claim Administrator hereunder may be provided in whole or in part of any affiliated entity of the Claim Administrator, at the sole discretion of the Claim

Administrator. In such event, the terms of this Agreement shall be binding upon and shall insure to the benefits of such affiliated entity.

- g. **Modification:** This Agreement represents the entire agreement between the parties and may be modified only in writing. The Claim Administrator reserves the right to modify if during the term of the Agreement, legislative and/or regulatory requirements materially impart or change the scope of the Claim Administrator's service or responsibilities.
- h. **Confidentiality of Data:** All data furnished by the Client, or generated as a result of services performed under this Agreement, and other information designated by the Client in writing shall be treated as confidential. The Claim Administrator reserves the right to use statistical information or other data, so long as the Client's name and/or confidential data are adequately protected.
- i. **Reporting:** The Claim Administrator will not assume that other coverage (unknown to the Claim Administrator) exist for a qualified claim or loss, the Claim Administrator shall be responsible to carriers on a type of claim or loss not managed by the Claim Administrator.
- j. **Fines and Penalties:** The Claim Administration shall not be responsible for any fines or penalties assessed by any governmental agency because of the acts or omission of the Client, or by previous or successor claim administrators.
- k. **Claim File Records:** The Claim Administrator will retain claim files for 24 months following the date of closure. Thereafter, file will be returned to the Client or forwarded to such location as may be designated by the Client for continued storage.

4. Definitions:

- a. **Claim:** Any report of a third party claim for damages alleging in injury, damage or loss which could give rise to a demand for payment of money within the Client's self-insured liability and Worker's Compensation program.
- b. **Discretionary Settlement Authority:** The Claim Administrator is authorized to make payment, for loss or expense, up to \$5,000.00, as the Claim Administrator deems necessary.
- c. **Qualified Claim or Loss:** The Claim Administrator will investigate and adjust any third party loss and falling within the self-insured retention, within the service term.
- d. **Allocated Expenses:** Shall be the responsibility of the Client and shall include, but not limited to: legal fees,, medical examinations, medical bill review, managed care, Nurse Care Management, PPO Network, First Report of Injury facilities, professional photographs, extraordinary travel made at Client's request, medical records, court reporters, expert, fees for service of process, subrogation, police, fire coroner, weather, or such other reports, automobile appraisal fees, surveillance costs, field investigations, extraordinary costs for witness statement, official documents and transcripts, sub rosa investigations, any other similar costs, fees or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have explicit prior approval of the Client.

IN THE EVENT any one or more of the provisions of this Agreement shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Agreement shall continue in full force and effect, as if said invalid and unenforceable provision **had not been included in this Agreement.**

THIS AGREEMENT SHALL be construed and interpreted in accordance with the laws of the State of New York without regards to conflict of law provision thereof.

THIS AGREEMENT REPRESENTS the entire understanding of the parties and supersedes all prior oral and written communications between the parties as the subject matter hereafter. Neither this Agreement or any provisions of it may be amended, modified or waived except in writing signed by a duly authorized representative of both parties. Paragraph headings are provided for convenience of reference only and shall not be used in the interpretation of construction of the Agreement.

IN WITNESS WHERE OF, the Claim Administrator and the Client have caused this Agreement to be executed by a person authorized to act in their respective names as of the first date written above.

INCORPORATED VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

CCS ADJUSTERS INC.
BY: _____
DIANE KRAUSE, DIRECTOR

APPROVED AS TO FORM:

Howard E. Colton
Village Attorney

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

TO: Mayor Robert T. Kennedy
FROM: Pamela Walsh Boening, Village Clerk
DATE: January 11, 2023
RE: Transfer of funds
FY 2023

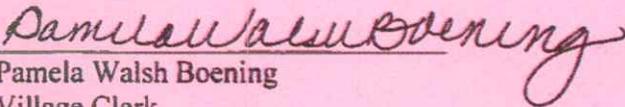
Pursuant to §5-520 of the NYS Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the 2022/2023 fiscal year operating budget:

FROM:

A801004 542300	Zoning/Advertising	\$1,000
A802004 542300	Planning/Advertising	\$1,000

TO:

A141004 542300	Clerk/Advertising	\$2,000
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Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk

Approved as to form

Deputy Village Attorney

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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the fiscal year 2022 - 2023 operating budget:

FROM:

A801004 542300	Zoning/Advertising	\$1,000
A802004 542300	Planning/Advertising	\$1,000

TO:

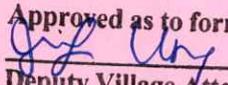
A141004 542300	Clerk/Advertising	\$2,000
----------------	-------------------	---------

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover Clerk/Advertising for the Village; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

The Clerk polled the Board at follows:

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

Approved as to form

Deputy Village Attorney

**VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy
From: Pamela Walsh Boening, Village Clerk
Date: January 9, 2023
Re: Tree Resolution
Location: Various Tree Locations

Contractor: Red Maple Tree Service & Masonry Work **\$3,885.00**

WHEREAS, official notice was served in conformity with the law, Village Code § 180-50 (a), to every owner or occupant of land to trim or remove any tree including its stump, or any limb or branch of a tree situated on said land or in front thereof which is likely to fall on or across any public way or place in the village, 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 removed, and/or trimmed at the expenditure as noted above, and as shown below.

NOW THEREFORE, BE IT RESOLVED, that in accordance with Village Code § 180-50 (b) 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.

Tree Survey# 41-2022

Owner: Romero Adrian & Glenda
101 S. Long Beach Avenue
Freeport, NY 11520-3438
Sec 55, Blk 323, Lot 5

Location: 101 S. Long Beach Avenue
Contractor: Red Maple Tree Service & Masonry Work
Charges: \$420.00

Tree Survey# 35-2022

Owner: Freeport Office Ctr LLC
6143 Jericho Tpke., Ste. 206
Commack, NY 11725-2809
Sec 62, Blk 114, Lot 122
Location: 147 W. Merrick Rd., 147-151 W. Merrick Rd.
Contractor: Red Maple Tree Service & Masonry Work
Charges: \$1,200.00

Tree Survey# 42-2022

Owner: New Northern Realty LLC
In Care of c/o CVS Corp #1084-01
1 CVS Dr.
Woonsocket RI 02895-6146
Sec 54, Blk 092, Lot 23
Location: 114 S. Long Beach Avenue
Contractor: Red Maple Tree Service & Masonry Work
Charges: \$840.00

Tree Survey# 22-2022

Owner: Michael Loguidice
PO Box 413
10 Main St.
East Rockaway, NY 11518-0413
Sec 54, Blk 336, Lot 56
Location: 16 Irving Avenue
Contractor: Red Maple Tree Service & Masonry Work
Charges: \$1,425.00

Pamela Walsh Boening

Pamela Walsh Boening, Village Clerk

cc: Ismaela Hernandez, Treasurer
Anthony N. Dalessio, Comptroller

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE
Village Clerk's Office
Via Email

TO: Robert Fisenne, Superintendent of Public Works
FROM: Robin Cantelli, Village Clerk's Office
DATE: 12/27/2022
RE: Hazardous Trees: 101 S. Long Beach Ave. (Hazardous Tree 11.5" diameter)

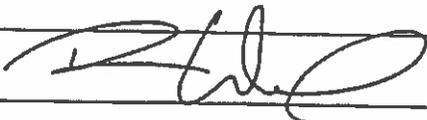
Please inspect the above location to determine if the hazardous condition has been corrected.

1. Work Completed Work not completed Unsatisfactory

Was inspected and found to be satisfactorily completed

Was inspected and found to be Unsatisfactory

Comments _____

Signature 

Date 12/31/22

CC: Ben Terzulli, Anthony Esposito, Sabrina Lafleur, Sheryl Sobers, Ray Werner, Al Luna

RECEIVED

2023 JAN -6 A 8:48

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY



Red Maple

Fully Licensed & Insured
Nassau Lic.#H2904620000
Suffolk #HI-62693

TREE SERVICE & MASONRY WORK

516.426.6567 • 516.378.0752

Estimate
Invoice

Customer Bomero adrian y Brenda Date 12-10-22
Address 1st long B road Tel. _____
Freeport NY 11520

DESCRIPTION		TOTAL AMOUNT	
<input checked="" type="checkbox"/> TREE REMOVAL		RECEIVED 2022 DEC 27 A 11:48 CLERK'S OFFICE VILLAGE OF FREEPORT, NY	
<input type="checkbox"/> TRIMMING			
<input type="checkbox"/> PRUNING			
<input type="checkbox"/> TOPPING			
<input type="checkbox"/> STORM DAMAGES			
1 - Tree Removal 1 - stump grinder 1 - 11.5 Diameter Tree @ 420			
<input type="checkbox"/> DRIVEWAY	<input type="checkbox"/> CONCRETE	RECEIVED DEC 27 2022 AUDITORS OFFICE INC VILLAGE OF FREEPORT	
<input type="checkbox"/> PATIO	<input type="checkbox"/> BRICK		
<input type="checkbox"/> STOOPS	<input type="checkbox"/> PAVERS		
<input type="checkbox"/> WALKWAY	<input type="checkbox"/> STONE		
<input type="checkbox"/> FLOWER BED	<input type="checkbox"/> OTHER		
<input type="checkbox"/> REPAIR	<input type="checkbox"/> SUCCO WORK		
<input type="checkbox"/> OTHER			
CUSTOMER'S RESPONSIBILITY TO GET NEIGHBOR'S PERMISSION TO WORK ON THEIR TREES			
<input type="checkbox"/> ESTIMATE DOES NOT INCLUDE REMOVAL OF STUMP GRINDING			
<input type="checkbox"/> BUCKET TRUCK			
<input type="checkbox"/> CRANE TRUCK		CURRENT CHARGES	420
<input checked="" type="checkbox"/> STUMP GRINDER		+ SALES TAX 8.625%	
<input type="checkbox"/> CHIPPER TRUCK		TOTAL AMOUNT DUE	420 00

NOT RESPONSIBLE FOR INGROUND SPRINKLERS OR ELECTRIC WIRES

REP. SIGNATURE

Thank You!

CUSTOMER SIGNATURE

TREE INSPECTION FORM

DATE: 9/8/22

ADDRESS: 101 S. Long Beach Ave

DATE INSPECTION REQUESTED: 9/6/22

INSPECTION REQUESTED BY: Clerks office

REASON FOR INSPECTION: Alleged hazardous tree

DOES HAZARDOUS CONDITION EXIST? YES / NO SIZE OF TREE: H: 18' D: 11.5"

INSPECTION REVEALED: DEAD TREE: YES / NO DISEASED TREE: YES / NO
LOW LIMBS: YES / NO LEANING TREE: YES / NO

SIDEWALK INSPECTION FORM FILLED OUT FOR THIS LOCATION? YES / NO

DEBRIS IN STREET: _____

OTHER COMMENTS: # 420

REFER TO ELECTRIC DEPARTMENT FOR PRUNING? YES / NO

INSPECTION PERFORMED BY:

 DATE 9/8/22

REVIEWED BY: RPR DATE 9/12/22

PROPOSAL - CONT'D

DO NOT REMOVE THIS PAGE FROM BOOK

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK	UNIT PRICES IN FIGURES Per Unit		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
1AX-SS	6 Each	Tree Removal Over 4" up to and including 12" Diameter <u>420</u> Dollars Per Each	420	00	2,520	00
1BX-SS	32 Each	Tree Removal Over 12" up to and including 18" Diameter 490 <u>600</u> Dollars Per Each	600	00	19,200	00
1CX-SS	20 Each	Tree Removal Over 18" up to and including 24" Diameter <u>825</u> Dollars Per Each	825	00	16,500	00
1DX-SS	8 Each	Tree Removal Over 24" up to and including 32" Diameter <u>970</u> Dollars Per Each	970	00	7,760	00
1EX-SS	6 Each	Tree Removal Over 32" up to and including 48" Diameter <u>1,300</u> Dollars Per Each	1,300	00	7,800	00
1FX-SS	1 Each	Tree Removal Over 48" <u>2,350</u> Dollars Per Each	2,350	00	2,350	00
1GX-SS	16 Each	Stump Removal (All sizes) <u>400</u> Dollars Per Each	400	00	6,400	00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE
Village Clerk's Office
Via Email

TO: Robert Fisenne, Superintendent of Public Works
FROM: Robin Cantelli, Village Clerk's Office
DATE: 12/27/2022
RE: Hazardous Trees: 147 W. Merrick Rd. (Hazardous Trees 14" & 14" diameter)

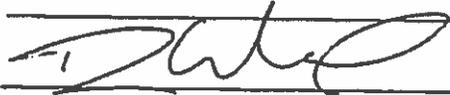
Please inspect the above location to determine if the hazardous condition has been corrected.

1. Work Completed Work not completed Unsatisfactory

Was inspected and found to be satisfactorily completed

Was inspected and found to be Unsatisfactory

Comments _____

Signature 

Date 12/31/22

CC: Ben Terzulli, Anthony Esposito, Sabrina Lafleur, Sheryl Sobers, Ray Werner, Al Luna

RECEIVED
2023 JAN -6 A 8:40
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY



Red Maple

Fully Licensed & Insured
Nassau Lic.#H2904620000
Suffolk #HI-62693

TREE SERVICE & MASONRY WORK
516.426.6567 • 516.378.0752

Estimate
Invoice

Customer Freeport Office Center Date 12-10-22
Address 147 W Merrick Rd Tel. _____
Freeport NY 11520

DESCRIPTION		TOTAL AMOUNT
<input checked="" type="checkbox"/> TREE REMOVAL		
<input type="checkbox"/> TRIMMING		
<input type="checkbox"/> PRUNING		
<input type="checkbox"/> TOPPING		
<input type="checkbox"/> STORM DAMAGES		
<u>2 Tree Removal</u>		
<u>2 Stump Grinding</u>		
<u>2 14' Dig meter Tree</u>		
<input type="checkbox"/> DRIVEWAY	<input type="checkbox"/> CONCRETE	
<input type="checkbox"/> PATIO	<input type="checkbox"/> BRICK	
<input type="checkbox"/> STOOPS	<input type="checkbox"/> PAVERS	
<input type="checkbox"/> WALKWAY	<input type="checkbox"/> STONE	<u>\$ 1,200</u>
<input type="checkbox"/> FLOWER BED	<input type="checkbox"/> OTHER	
<input type="checkbox"/> REPAIR	<input type="checkbox"/> SUCCO WORK	
<input type="checkbox"/> OTHER		
CUSTOMER'S RESPONSIBILITY TO GET NEIGHBOR'S PERMISSION TO WORK ON THEIR TREES		
<input type="checkbox"/> ESTIMATE DOES NOT INCLUDE REMOVAL OF STUMP GRINDING		
<input type="checkbox"/> BUCKET TRUCK		
<input type="checkbox"/> CRANE TRUCK		CURRENT CHARGES
<input type="checkbox"/> STUMP GRINDER		+ SALES TAX 8.625%
<input type="checkbox"/> CHIPPER TRUCK		TOTAL AMOUNT DUE <u>1,200</u>

RECEIVED
 2022 DEC 27 11:18
 CLERK'S OFFICE
 VILLAGE OF FREEPORT, NY
 RECEIVED
 DEC 27 2022
 AUDITORS OFFICE
 INC. VILLAGE OF FREEPORT

NOT RESPONSIBLE FOR INGROUND SPRINKLERS OR ELECTRIC WIRES

REP. SIGNATURE

Thank You!

CUSTOMER SIGNATURE

TREE INSPECTION FORM

DATE: 9/8/22

ADDRESS: 147 W. Merrick Rd

DATE INSPECTION REQUESTED: 9/6/22

INSPECTION REQUESTED BY: Clerks Office

REASON FOR INSPECTION: Alleged hazardous trees

DOES HAZARDOUS CONDITION EXIST? YES / NO SIZE OF TREE: H: 15' D: 14"
H: 12' D: 14"

INSPECTION REVEALED: DEAD TREE: YES / NO DISEASED TREE: YES / NO
LOW LIMBS: YES / NO LEANING TREE: YES / NO

SIDEWALK INSPECTION FORM FILLED OUT FOR THIS LOCATION? YES / NO

DEBRIS IN STREET: _____

OTHER COMMENTS:
2 trees, corner property. Trees are on
Ocean Ave. \$1200 \$600/each

REFER TO ELECTRIC DEPARTMENT FOR PRUNING? YES / NO

INSPECTION PERFORMED BY:

DATE _____

REVIEWED BY: RAP DATE 9/12/22

CHECKLIST OF CURRENT STREET PLANTINGS

EXISTING TREES

A) Location
 Street: 147 W. MORNICK RD.

H) Resolution
 Notification by:

Cross Streets: Ocean Ave

B) No. of Trees: 2

Homeowner
 Clerks Office
 Other

C) Size
 Diameter: 1) 14" 2) 14" 3) _____
 Approx Height: 1) 15' 2) 12' 3) _____

Date of Call
 Date of Examination
 Examined by: Initials
 Date given to Rob
 Date given to Contractor

D) Age
 Mature
 Intermediate
 Young

E) Condition
 Dead
 Alive
 Crown Trunk

F) Troubles
 Dead or Dying
 Trunk Damage
 Exposed Roots
 Foliar Troubles
 Interfering w/Utilities
 Uplifting of Sidewalk

Resolution
 Pruning
 Removal
 OK

Additional Info

9/6/22
9/8/22
RW

PROPOSAL - CONT'D

DO NOT REMOVE THIS PAGE FROM BOOK

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK	UNIT PRICES IN FIGURES Per Unit		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
1AX-SS	6 Each	Tree Removal Over 4" up to and including 12" Diameter <u>420</u> Dollars Per Each	420	00	2,520	00
1BX-SS	32 Each	Tree Removal Over 12" up to and including 18" Diameter 420 <u>600</u> Dollars Per Each	600	00	19,200	00
1CX-SS	20 Each	Tree Removal Over 18" up to and including 24" Diameter <u>825</u> Dollars Per Each	825	00	16,500	00
1DX-SS	8 Each	Tree Removal Over 24" up to and including 32" Diameter <u>970</u> Dollars Per Each	970	00	7,760	00
1EX-SS	6 Each	Tree Removal Over 32" up to and including 48" Diameter <u>1,300</u> Dollars Per Each	1,300	00	7,800	00
1FX-SS	1 Each	Tree Removal Over 48" <u>2,350</u> Dollars Per Each	2,350	00	2,350	00
1GX-SS	16 Each	Stump Removal (All sizes) <u>400</u> Dollars Per Each	400	00	6,400	00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE
Village Clerk's Office
Via Email

TO: Robert Fisenne, Superintendent of Public Works
FROM: Robin Cantelli, Village Clerk's Office
DATE: 12/27/2022
RE: Hazardous Trees: 114 S. Long Beach Ave. (Hazardous Trees 9.2" & 8" diameter)

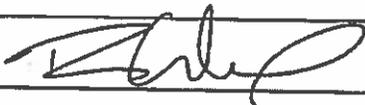
Please inspect the above location to determine if the hazardous condition has been corrected.

1. Work Completed Work not completed Unsatisfactory

Was inspected and found to be satisfactorily completed

Was inspected and found to be Unsatisfactory

Comments _____

Signature  _____

Date 12/31/22

CC: Ben Terzulli, Anthony Esposito, Sabrina Lafleur, Sheryl Sobers, Ray Werner, Al Luna

RECEIVED

2023 JAN -6 A 8:00

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY



Red Maple

Fully Licensed & Insured
Nassau Lic.#H2904620000
Suffolk #HI-62693

TREE SERVICE & MASONRY WORK
516.426.6567 • 516.378.0752

Estimate
Invoice

Customer New Northern Realty LLC CVS Date 12-10-22
Address 114 Long Beach Ave Tel. _____

DESCRIPTION		TOTAL AMOUNT
<input checked="" type="checkbox"/> TREE REMOVAL		
<input type="checkbox"/> TRIMMING		
<input type="checkbox"/> PRUNING		
<input type="checkbox"/> TOPPING		
<input type="checkbox"/> STORM DAMAGES		
<i>2 trees Removal</i>		
<i>1 - 9 Diameter Tree \$ 1120</i>		
<i>1 - 8 Diameter Tree \$ 420</i>		
<input type="checkbox"/> DRIVEWAY	<input type="checkbox"/> CONCRETE	<i>total \$ 240</i>
<input type="checkbox"/> PATIO	<input type="checkbox"/> BRICK	
<input type="checkbox"/> STOOPS	<input type="checkbox"/> PAVERS	
<input type="checkbox"/> WALKWAY	<input type="checkbox"/> STONE	
<input type="checkbox"/> FLOWER BED	<input type="checkbox"/> OTHER	
<input type="checkbox"/> REPAIR	<input type="checkbox"/> SUCCO WORK	
<input type="checkbox"/> OTHER		
CUSTOMER'S RESPONSIBILITY TO GET NEIGHBOR'S PERMISSION TO WORK ON THEIR TREES		
<input type="checkbox"/> ESTIMATE DOES NOT INCLUDE REMOVAL OF STUMP GRINDING		
<input type="checkbox"/> BUCKET TRUCK		
<input type="checkbox"/> CRANE TRUCK	CURRENT CHARGES	<i>6840</i>
<input type="checkbox"/> STUMP GRINDER	+ SALES TAX 8.625%	
<input type="checkbox"/> CHIPPER TRUCK	TOTAL AMOUNT DUE	<i>840</i>

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

2022 DEC 27 A 11:48

RECEIVED

RECEIVED
DEC 27 2022
AUDITORS OFFICE INC. VILLAGE OF FREEPORT

NOT RESPONSIBLE FOR INGROUND SPRINKLERS OR ELECTRIC WIRES

REP. SIGNATURE _____

Thank You!

CUSTOMER SIGNATURE _____

TREE INSPECTION FORM

DATE: 9/8/22

ADDRESS: 114 S. Long Beach Ave

DATE INSPECTION REQUESTED: 9/6/22

INSPECTION REQUESTED BY: Clerks Office

REASON FOR INSPECTION: Alleged hazardous tree

DOES HAZARDOUS CONDITION EXIST? YES / NO SIZE OF TREE: H: 12' D: 9.2"
H: 12' D: 8"

INSPECTION REVEALED: DEAD TREE: YES / NO DISEASED TREE: YES / NO
LOW LIMBS: YES / NO LEANING TREE: YES / NO

SIDEWALK INSPECTION FORM FILLED OUT FOR THIS LOCATION? YES / NO

DEBRIS IN STREET: _____

OTHER COMMENTS: 2 trees \$840

REFER TO ELECTRIC DEPARTMENT FOR PRUNING? YES / NO

INSPECTION PERFORMED BY:

RWP DATE 9/8/22

REVIEWED BY: RIF DATE 9/12/22

CHECKLIST OF CURRENT STREET PLANTINGS

EXISTING TREES

A) Location

Street: 114 5. Long Beach Ave

H) Resolution
Notification by:

Cross Streets:

Merrick Rd

Homeowner

Clerks Office

Other

B) No. of Trees:

2

C) Size

Diameter: 1) 9.2" 2) 8" 3)

Date of Call

Date of Examination

Examined by: Initials

Date given to Rob

Date given to Contractor

<u>9/6/22</u>
<u>9/8/22</u>
<u>RLD</u>

Approx Height: 1) 12' 2) 12' 3)

D) Age

Mature	<input type="checkbox"/>
Intermediate	<input checked="" type="checkbox"/>
Young	<input type="checkbox"/>

E) Condition

Dead	<input type="checkbox"/>
Alive	<input checked="" type="checkbox"/>
Crown	<input type="checkbox"/>
Trunk	<input type="checkbox"/>

F) Troubles

- Dead or Dying
- Trunk Damage
- Exposed Roots
- Foliar Troubles
- Interfering w/Utilities
- Uplifting of Sidewalk

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Resolution
Pruning
Removal
OK

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Additional Info

PROPOSAL - CONT'D

DO NOT REMOVE THIS PAGE FROM BOOK

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK	UNIT PRICES IN FIGURES Per Unit		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
1AX-SS	6 Each	Trees Removal Over 4" up to and including 12" Diameter <u>420</u> Dollars Per Each	420	00	2520	00
1BX-SS	32 Each	Tree Removal Over 12" up to and including 18" Diameter 600 <u>600</u> Dollars Per Each	600	00	19200	00
1CX-SS	20 Each	Tree Removal Over 18" up to and including 24" Diameter <u>825</u> Dollars Per Each	825	00	16500	00
1DX-SS	8 Each	Tree Removal Over 24" up to and including 32" Diameter <u>970</u> Dollars Per Each	970	00	7760	00
1EX-SS	6 Each	Tree Removal Over 32" up to and including 48" Diameter <u>1,300</u> Dollars Per Each	1,300	00	7,800	00
1FX-SS	1 Each	Tree Removal Over 48" <u>2,350</u> Dollars Per Each	2,350	00	2350	00
1GX-SS	16 Each	Stump Removal (All sizes) <u>400</u> Dollars Per Each	400	00	6400	00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE
Village Clerk's Office
Via Email

TO: Robert Fisenne, Superintendent of Public Works
FROM: Robin Cantelli, Village Clerk's Office
DATE: 12/27/2022
RE: Hazardous Trees: 16 Irving Avenue (2 Hazardous Trees 17"&19" diameter)

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

1. Work Completed Work not completed Unsatisfactory

Was inspected and found to be satisfactorily completed

Was inspected and found to be Unsatisfactory

Comments _____

Signature 

Date 12/31/22

CC: Ben Terzulli, Anthony Esposito, Sabrina Lafleur, Sheryl Sobers, Ray Werner, Al Luna

RECEIVED

2023 JAN -6 A 8:41

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY



Red Maple

Fully Licensed & Insured
Nassau Lic.#H2904620000
Suffolk #HI-62693

TREE SERVICE & MASONRY WORK

516.426.6567 • 516.378.0752

Estimate
Invoice

Customer Michael Lo Giudice Date 12 10 - 22
Address 16 Irving Ave Tel. _____
Freeport NY 11520

DESCRIPTION		TOTAL AMOUNT
<input checked="" type="checkbox"/> TREE REMOVAL		
<input type="checkbox"/> TRIMMING		
<input type="checkbox"/> PRUNING		
<input type="checkbox"/> TOPPING		
<input type="checkbox"/> STORM DAMAGES		
2 Tree Removal		
1 stump grinder		
1 12 Diameter Tree	\$ 600	
1 19 Diameter Tree	\$ 825	
<input type="checkbox"/> DRIVEWAY <input type="checkbox"/> CONCRETE		
<input type="checkbox"/> PATIO <input type="checkbox"/> BRICK		
<input type="checkbox"/> STOOPS <input type="checkbox"/> PAVERS		
<input type="checkbox"/> WALKWAY <input type="checkbox"/> STONE	\$ 1,425	
<input type="checkbox"/> FLOWER BED <input type="checkbox"/> OTHER		
<input type="checkbox"/> REPAIR <input type="checkbox"/> SUCCO WORK		
<input type="checkbox"/> OTHER		
CUSTOMER'S RESPONSIBILITY TO GET NEIGHBOR'S PERMISSION TO WORK ON THEIR TREES		
<input type="checkbox"/> ESTIMATE DOES NOT INCLUDE REMOVAL OF STUMP GRINDING		
<input type="checkbox"/> BUCKET TRUCK		
<input type="checkbox"/> CRANE TRUCK	CURRENT CHARGES	1,425.00
<input type="checkbox"/> STUMP GRINDER	+ SALES TAX 8.625%	
<input type="checkbox"/> CHIPPER TRUCK	TOTAL AMOUNT DUE	1,425.00

RECEIVED
2022 DEC 27 A 11:48
CLERK'S OFFICE
VILLAGE OF FREEPORT NY

RECEIVED
DEC 27 2022
AUDITORS OFFICE
INC. VILLAGE OF FREEPORT

NOT RESPONSIBLE FOR INGROUND SPRINKLERS OR ELECTRIC WIRES

REP. SIGNATURE

Thank You!

CUSTOMER SIGNATURE

TREE INSPECTION FORM

DATE: 9/9/22

ADDRESS: 16 Irving Ave

DATE INSPECTION REQUESTED: 9/6/22

INSPECTION REQUESTED BY: Clerks Office

REASON FOR INSPECTION: Alleged hazardous tree

DOES HAZARDOUS CONDITION EXIST? YES / NO SIZE OF TREE: 17", 19"
(diameter)

INSPECTION REVEALED: DEAD TREE: YES / NO DISEASED TREE: YES / NO
LOW LIMBS: YES / NO LEANING TREE: YES / NO

SIDEWALK INSPECTION FORM FILLED OUT FOR THIS LOCATION? YES / NO

DEBRIS IN STREET: _____

OTHER COMMENTS: 2 trees

\$600 + \$825 = \$1425

REFER TO ELECTRIC DEPARTMENT FOR PRUNING? YES NO

INSPECTION PERFORMED BY: [Signature] DATE 9/9/22

REVIEWED BY: [Signature] DATE 9/12/22

PROPOSAL - CONT'D

DO NOT REMOVE THIS PAGE FROM BOOK

BID SCHEDULE

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK	UNIT PRICES IN FIGURES Per Unit		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
1AX-SS	6 Each	Tree Removal Over 4" up to and including 12" Diameter <u>420</u> Dollars Per Each	420	00	2520	00
1BX-SS	32 Each	Tree Removal Over 12" up to and including 18" Diameter 490 <u>600</u> Dollars Per Each	490 600	00 00	19200	00
1CX-SS	20 Each	Tree Removal Over 18" up to and including 24" Diameter <u>825</u> Dollars Per Each	825	00	16500	00
1DX-SS	8 Each	Tree Removal Over 24" up to and including 32" Diameter <u>970</u> Dollars Per Each	970	00	7760	00
1EX-SS	6 Each	Tree Removal Over 32" up to and including 48" Diameter <u>1,300</u> Dollars Per Each	1,300	00	7,800	00
1FX-SS	1 Each	Tree Removal Over 48" <u>2,350</u> Dollars Per Each	2,350	00	2350	00
1GX-SS	16 Each	Stump Removal (All sizes) <u>400</u> Dollars Per Each	400	00	6,400	00

CHECKLIST OF CURRENT STREET PLANTINGS

EXISTING TREES

A) Location

Street: 16 Irving Ave

H) Resolution
Notification by:

Cross Streets: Meister Blvd

Homeowner

B) No. of Trees: 2

Clerks Office
Other

C) Size

Diameter: 1) 17" 2) 19" 3) _____

Date of Call

Approx Height: 1) 35' 2) 35' 3) _____

Date of Examination

Examined by: Initials

Date given to Rob

Date given to Contractor

D) Age

Mature	<input checked="" type="checkbox"/>
Intermediate	<input type="checkbox"/>
Young	<input type="checkbox"/>

E) Condition

Dead	<input checked="" type="checkbox"/>
Alive	<input type="checkbox"/>
Crown	<input type="checkbox"/>
Trunk	<input type="checkbox"/>

F) Troubles

- Dead or Dying
- Trunk Damage
- Exposed Roots
- Foliar Troubles
- Interfering w/Utilities
- Uplifting of Sidewalk

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Resolution
Pruning
Removal
OK

<input checked="" type="checkbox"/>
<input type="checkbox"/>

Additional Info

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

TO: Mayor Kennedy
FROM: Pamela Walsh Boening, Village Clerk
DATE: January 18, 2023
RE: VILLAGE ELECTION
March 21, 2023

On January 9, 2023 the Board of Trustees adopted a resolution identifying the polling locations in each district in the Village of Freeport, based on the Nassau County Board of Elections approved list. On Thursday, January 12, 2023 the Clerk's office received notification from Petermana Terrace Management Company stating that the owner of Petermana Terrace would not allow the Village to use this location, 45 Wallace Street, as a polling site. I spoke directly with Jay Korth from Catholic Charities, the owner of the property, and asked them to reconsider their decision, since use of this facility would be beneficial to the occupants of Petermana. He stated that due to the senior population and recent COVID outbreak the request was denied.

The Nassau County BOE advised me that during COVID, when the use of Petermana Terrace was denied to the BOE, the Freeport Recreation Center was used in lieu of Petermana Terrace and advised that the Village relocate 18-065 and 21-022 to the Freeport Recreation Center, 130 E. Merrick Road.

Pursuant to §15-104(1)(b) and 15-104 (3) (b) of the Election Law, the last day for the Village to adopt a resolution identifying the polling places in each district and the hours the polls will be opened (7:00 A.M. to 9:00 P.M) is January 20, 2023, 60 days prior to the election.

This memo is to respectfully request retroactive approval of the list which identifies the polling places in each district and the hours the poll will be opened and that the Village Clerk be authorized to publish the required notice in the Freeport Herald.

<u>District</u>	<u>Location</u>	<u>Address</u>
18-057	Freeport Recreation Center	130 E. Merrick Road
18-058	Sr. Housing	100 N. Main Street
18-059	Atkinson School	58 W. Seaman Avenue
18-060	Atkinson School	
18-061	Atkinson School	
18-063	Atkinson School	
21-123	Atkinson School	
18-064	Exempt Firehouse	9 N. Long Beach Avenue

18-065	Freeport Recreation Center	130 E. Merrick Road
21-022	Freeport Recreation Center	
18-067	Columbus Avenue School	150 N. Columbus Avenue
18-069	Columbus Avenue School	
18-068	Hose Co. #2	15 Broadway
18-071	Hose Co. #1	22 Southside Avenue
21-020	Hose Co. #1	
21-003	Archer Elementary School	255 Archer Street
18-075	Hose Co. #5	47 Leonard Avenue
21-004	Bayview Avenue Hose Co. #3	375 S. Bayview Avenue
21-005	Bayview Avenue Hose Co. #3	
21-016	Bayview Avenue Hose Co. #3	
21-017	Bayview Avenue Hose Co. #3	
21-001	Giblyn Elementary School	450 S. Ocean Avenue
21-002	Giblyn Elementary School	
21-018	Giblyn Elementary School	
21-021	Freeport Memorial Library	144 W. Merrick Road
21-023	Bayview Avenue School	325 W. Merrick Road
21-025	Bayview Avenue School	

Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk

Approved as to form
[Signature]
Deputy Village Attorney

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

WHEREAS, on January 9, 2023, the Board of Trustees adopted a resolution identifying the polling locations in each district in the Village of Freeport, based on the Nassau County Board of Elections approved list; and

WHEREAS, on Thursday, January 12, 2023, the Clerk's office received notification from Peternana Terrace Management Company stating that the owner of Peternana Terrace would not allow the Village to use this location, 45 Wallace Street, as a polling site due to the senior population and recent COVID outbreak; and

WHEREAS, the Village Clerk requests retroactive Board approval of the list which identifies the polling places in each district and the hours the poll will be opened and that the Village Clerk be authorized to publish the required notice in the Freeport Herald; and

NOW THEREFORE BE IT RESOLVED, that the voting shall be at the following polling places within the Incorporated Village of Freeport:

ASSEMBLY DISTRICTS

<u>District</u>	<u>Location</u>	<u>Address</u>
18-057	Freeport Recreation Center	130 E. Merrick Road
18-058	Sr. Housing	100 N. Main Street
18-059	Atkinson School	58 W. Seaman Avenue
18-060	Atkinson School	
18-061	Atkinson School	
18-063	Atkinson School	
21-123	Atkinson School	
18-064	Exempt Firehouse	9 N. Long Beach Avenue
18-065	Freeport Recreation Center	130 E. Merrick Road
21-022	Freeport Recreation Center	
18-067	Columbus Avenue School	150 N. Columbus Avenue
18-069	Columbus Avenue School	
18-068	Hose Co. #2	15 Broadway
18-071	Hose Co. #1	22 Southside Avenue
21-020	Hose Co. #1	
21-003	Archer Elementary School	255 Archer Street

18-075	Hose Co. #5	47 Leonard Avenue
21-004	Bayview Avenue Hose Co. #3	375 S. Bayview Avenue
21-005	Bayview Avenue Hose Co. #3	
21-016	Bayview Avenue Hose Co. #3	
21-017	Bayview Avenue Hose Co. #3	
21-001	Giblyn Elementary School	450 S. Ocean Avenue
21-002	Giblyn Elementary School	
21-018	Giblyn Elementary School	
21-021	Freeport Memorial Library	144 W. Merrick Road
21-023	Bayview Avenue School	325 W. Merrick Road
21-025	Bayview Avenue School	

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

Pamela Boening

From: SpecialDistrictInfo <specialdistrictinfo@nassaucountyny.gov>
Sent: Tuesday, January 17, 2023 3:25 PM
To: Pamela Boening
Subject: (External E-mail)RE: POLLING LOCATION

Mrs. Walsh Boening,

According to our Planning Department from June 2020 to June 2022 the Nassau County Board of Elections was not able to use Peternana Terrace as a Polling Place due to COVID restrictions. During that time, we relocated the ED's from Peternana Terrace to Freeport Recreation Center. Please let us know if you have any questions.

The Board of Elections Team

From: Pamela Boening <pboening@freeportny.gov>
Sent: Friday, January 13, 2023 5:34 PM
To: SpecialDistrictInfo <specialdistrictinfo@nassaucountyny.gov>
Subject: POLLING LOCATION
Importance: High

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good Afternoon,

The owner of Peternana Terrace, 45 Wallace Street, Freeport has **declined** the use of the facility as one of the polling locations for the March 21, 2023 Village election.

This site was used for the following election districts:

218065
221022

Please advise of an alternate location to be used for these election districts.

Regards,

Pamela Walsh Boening
Village Clerk

Village of Freeport
46 N. Ocean Avenue
Freeport, New York 11520

516-377-2254

Pamela Boening

From: Robin Cantelli
Sent: Thursday, January 12, 2023 10:44 AM
To: Pamela Boening
Subject: FW: (External E-mail)PETERNANA TERRACE - VILLAGE ELECTION - TUESDAY, MARCH 21, 2023

Pam, please see below.

Thank you.

Robin Cantelli
Secretary to the Zoning Board of Appeals
Village Clerk's Office
46 N. Ocean Avenue
Freeport, NY 11520
(516) 377-2202

From: Eileen C <EileenC@stanan.com>
Sent: Thursday, January 12, 2023 9:50 AM
To: Robin Cantelli <rcantelli@freeportny.gov>
Cc: StananRlty@aol.com
Subject: (External E-mail)PETERNANA TERRACE - VILLAGE ELECTION - TUESDAY, MARCH 21, 2023

A letter from the Village Clerk, Pamela Walsh Boening to Peternana Terrace was forwarded to us as the Management Company.

We have checked with the Owner and due to the Senior population of Peternana Terrace, they unfortunately have to say NO at this time.

Eileen Curiel

Eileen Curiel
Administrative Asst.
Stanan Management Corp.
33 Front Street Ste LL
Hempstead, NY 11550
Tel. (516) 486-1000
Fax. (516) 486-1896
e-mail EileenC@stanan.com

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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: Lisa DeBourg, Deputy Village Clerk January 11, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 9, 2023:

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

WHEREAS, §15-118(3) of the Election Law of the State of New York requires that the Board of Trustees adopt a resolution providing that there will not be a registration day by January 19, 2023; and

WHEREAS, §15-104(3)(b) of the Election Law of the State of New York requires that the Board of Trustees adopt a resolution identifying the polling place in each district and the hours the polls will be opened no later than 60 days prior to the election; and

NOW THEREFORE BE IT RESOLVED, that there will be no village registration day for village elections; and

BE IT FURTHER RESOLVED, that the voting for the forthcoming Village Election to be held on Tuesday March 21, 2023, shall be conducted during the hours of 7:00 A.M. and 9:00 P.M.; and

BE IT FURTHER RESOLVED, that the voting shall be at the following polling places within the Incorporated Village of Freeport:

ASSEMBLY DISTRICTS

<u>District</u>	<u>Location</u>	<u>Address</u>
18-057	Freeport Recreation Center	130 E. Merrick Road
18-058	Sr. Housing	100 N. Main Street
18-059	Atkinson School	58 W. Seaman Avenue
18-060	Atkinson School	
18-061	Atkinson School	
18-063	Atkinson School	
21-123	Atkinson School	
18-064	Exempt Firehouse	9 N. Long Beach Avenue
18-065	Peternana Terrace	45 Wallace Street
21-022	Peternana Terrace	

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

18-067	Columbus Avenue School	150 N. Columbus Avenue
18-069	Columbus Avenue School	
18-068	Hose Co. #2	15 Broadway
18-071	Hose Co. #1	22 Southside Avenue
21-020	Hose Co. #1	
21-003	Archer Elementary School	255 Archer Street
18-075	Hose Co. #5	47 Leonard Avenue
21-004	Bayview Avenue Hose Co. #3	375 S. Bayview Avenue
21-005	Bayview Avenue Hose Co. #3	
21-016	Bayview Avenue Hose Co. #3	
21-017	Bayview Avenue Hose Co. #3	
21-001	Giblyn Elementary School	450 S. Ocean Avenue
21-002	Giblyn Elementary School	
21-018	Giblyn Elementary School	
21-021	Freeport Memorial Library	144 W. Merrick Road
21-023	Bayview Avenue School	325 W. Merrick Road
21-025	Bayview Avenue School	

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
Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

**INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
VILLAGE COMPTROLLER'S OFFICE**

TO: Robert T. Kennedy, Mayor

FROM: Anthony N. Dalessio, CPA, Village Comptroller 

DATE: January 10, 2023

RE: Renewal of Contract with Liberty Capital Services, LLC (Liberty) – Bonds

Board approval is requested to renew the following contract (from March 1, 2023 through February 29, 2024) with no increase in fees between the Incorporated Village of Freeport and Liberty, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530:

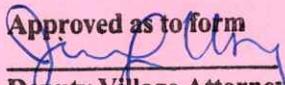
Financial Services for Bonds – On October 18, 2010, the Board awarded the Bid for Financial Services for Bonds to Liberty. This contract has been renewed subsequently and extended to February 28, 2023. It is the recommendation of the Village Attorney that this contract be renewed and extended for an additional year under the same terms and conditions of the prior year's contract. According to the Village Attorney, under the terms of GML 103, this service does not require a bid.

Bond/BAN expenses will be charged A132504 545400 (Bond Issue Expense) and various capital project accounts, based on debt funding. The cost of Continuing Disclosure forms will be charged to budget lines A142004 545700 (Counsel – Non-Employee Salaries), E7820000 578100 (Electric – Management Services), and WE90104 554560 (Water – Liberty Capital) based on the level of outstanding debt per fund.

During and well before my tenure with the Village, Liberty and its principal, David Tanner, have worked closely with the various departments, the Treasurer's Office, the Comptroller's Office, and Village Counsel to develop sound operating budgets for the Village. Mr. Tanner has always been available to answer questions or to assist with other financial matters. He possesses knowledge of the Village and in municipal finance and budget development and assessment.

If the above meets with your approval, please place this on the next available Board agenda for the approval of the extension of the Financial Services for Bonds contract with Liberty, and for authorization for the Mayor to sign any documentation necessary to effectuate these agreements.

Thank you.

Approved as to form

Deputy Village Attorney

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

WHEREAS, on October 18, 2010 the Board of Trustees previously awarded a contract to Liberty Capital Services, LLC, for the provision of financial services with regard to bonds and we wish to renew Liberty’s contract for an additional year under the same terms and conditions of the prior year’s contract; and

WHEREAS, since GML §103 does not require a bid for these professional services, the Village may opt to extend the contract without re-bidding the services; and

WHEREAS, the Village Comptroller recommends that the contract be extended under the same terms and conditions of the prior year’s contract for an additional year from March 1, 2023 through February 29, 2024 with no increase in fees, at the same fee schedule listed below; and

FEE SCHEDULE

DEBT ISSUANCE

Bonds - (other than Refunding Bonds)

<u>PAR value equal or greater than:</u>	<u>and less than:</u>	<u>Base Fee</u>
0	4,000,000	12,000
4,000,000	7,500,000	14,000
7,500,000	10,000,000	16,000
10,000,000	27,500,000	18,000

Notes

<u>PAR value equal or greater than:</u>	<u>and less than:</u>	<u>Base Fee</u>
\$0	1,000,000	2,500
1,000,000	4,000,000	7,000
4,000,000	7,500,000	8,500
7,500,000	10,000,000	9,500
10,000,000		11,500

CONTINUING DISCLOSURE

Annual Filings	5,000
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OTHER SERVICES

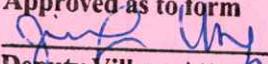
\$140 per hour

WHEREAS, the Bond/BAN expenses will be charged A132504 545400 (Bond Issue Expense) and various capital project accounts, based on debt funding; the cost of Continuing Disclosure forms will be charged to budget lines A142004 545700 (Counsel – Non-Employee Salaries), E7820000 578100 (Electric – Management Services), and WE90104 554560 (Water – Liberty Capital) based on the level of outstanding debt per fund; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530 for a term of one year from March 1, 2023 through February 29, 2024 with no increase in fees and under the same terms and conditions of the prior year’s contract.

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: Daniel T. Layer, Village Comptroller April 6, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 4, 2022:

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

WHEREAS, on October 18, 2010, the Board of Trustees awarded the bid for Financial Advisory Services to Liberty Capital Services, LLC and this contract has been renewed every year since; and

WHEREAS, Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530 possesses certain unique skills, knowledge and expertise of a specialized nature in the fields of finance and bond market analysis; and

WHEREAS, since GML §103 does not require a bid for these professional services, the Village may opt to extend the contract without re-bidding the services; and

WHEREAS, the Village Comptroller recommends that the contract be extended for an additional year retroactive to March 1, 2022 and ending February 28, 2023 with a not to exceed cost of \$55,000; and

WHEREAS, the terms and condition remain the same according to the schedule attached hereto; and

WHEREAS, depending on the scope of service, the costs will be charged to the following budget accounts:

- A132504 545400 – Treasurer - Bond issue expense
- A142004 545700 – Counsel - Non employee salaries
- E 110000 – Electric - Construction work in progress
- E7820000 578100 – Electric - Management services
- H199702 529900 – Capital - Debt cost of issuance
- WE90104 554560 – Water - Non employee salaries
- WE93004 545400 – Water - Bond issue expense

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Incorporated Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530 at the same terms and conditions as previously approved for a term of one year

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

retroactive to March 1, 2022 and terminating February 28, 2023 with a not to exceed cost of \$55,000.

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:

<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	

FINANCIAL ADVISORY SERVICES AGREEMENT

(the "Agreement")

The Agreement has been entered into this 1st day of March, 2023 by and between the Incorporated Village of Freeport ("VILLAGE") and Liberty Capital Services, LLC. ("LIBERTY").

LIBERTY will provide the following services:

DEBT ISSUANCE SERVICES

1. Upon request assist the VILLAGE with its presentation to VILLAGE residents regarding the debt issue.
2. Attend, as needed, meetings of the VILLAGE Board, to formulate and discuss the services called for by the Agreement.
3. Upon the VILLAGE's request, assist in the selection of other service providers necessary for the subject financing, including but not limited to bond counsel, rating agencies and/or bond insurers, as may be appropriate.
4. Advise the VILLAGE as to estimated borrowing rates and prepare a plan of financing which will include an analysis of conventional funding alternatives available to the VILLAGE.
5. Prepare or assist in the preparation of financing documents as necessary to elicit competitive offerings for the VILLAGE's debt issue. Depending on the type of financing sought, documents may include: bid sheet, term sheet, official statement, notice of sale, request for credit rating, and request for municipal bond insurance.
6. Assist the VILLAGE with its credit rating agency presentation.
7. Arrange for the publication of the Notice of Sale in the Bond Buyer, as required.
8. Assist the VILLAGE with the filing of debt statements, as required.
9. Assist the VILLAGE in the selection of debt offerings and confirm net interest cost calculations.
10. Participate in and attend the sale of debt, as required.
11. Prepare and distribute closing letter with instructions concerning the transfer of funds and delivery of securities.
12. At no additional cost and not as a component of our Base Fee, upon request, provide post sale assistance to the VILLAGE regarding advisability of refunding of VILLAGE debt.

CONTINUING DISCLOSURE SERVICES

1. Prepare annual financial and operating information document.
2. File annual continuing disclosure documents on behalf of the Village as required, including Village's unaudited financial statements, audited financial statements and annual financial and operating information document.
3. Prepare and file notices of material events, upon notification from the Village.

OTHER SERVICES (To be provided in connection with the sale of each debt issue)

1. Capital planning
2. In-Depth rating agency presentations, as may be required
3. Debt Planning
4. Other debt issuance related projects as they become know and mutually agreed upon in writing

LIBERTY will be compensated for the above services as follows:

Per Fee Schedule (*see "EXHIBIT A", herein.*)

Reimbursable Expenses - Normal "out of pocket" expenses will be paid on a "pass thru" basis. Common expenses include but are not limited to: overnight delivery, travel, printing, and data retrievable expenses.

Payment of compensation is due within 30 days of receipt of our invoice.

Whereas the VILLAGE intends to fund LIBERTY'S compensation for the provision its Debt Issuance Services and Other Services from VILLAGE debt sale proceeds, compensation for such services shall be invoiced upon the sale of each debt issue.

Disclosure of Information: (See also "EXHIBIT B" and "EXHIBIT C", herein.)

The VILLAGE agrees to provide LIBERTY with VILLAGE financial, economic, operational and general information upon request. The VILLAGE represents that the information it provides to LIBERTY is accurate. LIBERTY does not assume the responsibilities of the VILLAGE, or the responsibilities of other professionals and/or vendors representing the VILLAGE. The VILLAGE further agrees to provide LIBERTY with historical VILLAGE financial data in an acceptable electronic format such as MS Excel or some other mutually compatible electronic format, as requested, so as to minimize the manual entry of financial data required for financial work covered under the Agreement. Information obtained by LIBERTY through its own efforts on behalf of the VILLAGE while believed to be accurate is not guaranteed.

Covenant to Update Disclosure Information

LIBERTY further covenants and agrees to provide the VILLAGE disclosures of conflicts of interest and certain legal or disciplinary events of the type described in "Exhibit B" and "Exhibit C," herein and required by the Municipal Securities Rulemaking Board Rule G-42 (the "Disclosures") to the extent any arise after the date of the Agreement. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into the Agreement to the same extent as if set forth herein.

Term of the Agreement

The Agreement remains in effect until February 29, 2024 or upon 60-day written notice by either the VILLAGE or LIBERTY.

Other Terms:

The Agreement represents the entire agreement of both parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

Each party represents and warrants that the Agreement: (1) has been duly authorized and executed by it, (2) constitutes its valid and binding agreement and (3) any governmental approvals necessary for the performance of services under the Agreement have been obtained.

The VILLAGE recognizes that during the provision of services, LIBERTY will be utilizing means, methods, techniques, procedures and schedules which LIBERTY considers proprietary. Other than to VILLAGE employees and/or officials, the VILLAGE agrees not to share, distribute or communicate such information, or utilize such information for tasks other than those contemplated under the Agreement, without the written consent of LIBERTY. Upon sharing, distributing or communicating such information with VILLAGE employees and/or officials, the VILLAGE further agrees to instruct its employees and/or officials about such Agreement requirement. The requirements outlined in this clause will terminated two years after the termination date of the Agreement.

VILLAGE agrees to notify LIBERTY within five business days of the occurrence of any event, under which the terms of the VILLAGE'S disclosure undertaking commitment(s), requires disclosure. Such items include but are

not limited to: (i) principal and interest payment delinquencies; (ii) nonpayment related defaults, if material; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (vii) modifications to rights of Bondholders, if material; (viii) Bond calls, if material, and tender offers; (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the Bonds, if material; (xi) rating changes; (xii) bankruptcy, insolvency, receivership or similar event of the Issuer; [note to clause (xii): For the purposes of the event identified in clause (xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer]; (xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material; (xv) appointment of a successor or additional trustee or the change of name of a trustee, if material; (xvi) incurrence or agreement to a financial obligation, if material; (xvi) incurrence or agreement to a financial obligation reflecting financial difficulties and (xvii) late or failure to file filings.

VILLAGE continuing disclosure documents such as unaudited financial statements, annual budget, and audited financial statements, shall be provided to LIBERTY in the required “word searchable .pdf” electronic file format.

VILLAGE shall disseminate to LIBERTY no later than seven business days prior to their required filing date, any and all documents required to be filed, with the exception of event notices as described above and such documents to be prepared by LIBERTY under the Agreement.

To the fullest extent permitted by law, and notwithstanding any other provision of this or any prior or other current agreement between or among the parties, the total liability, in the aggregate of LIBERTY and LIBERTY’S officers, directors, partners, employees, agents and sub-consultants, and any of them to the VILLAGE and anyone claiming by or through the VILLAGE, for any and all claims, losses, costs or damages, including attorneys’ fees and costs and expert-witness fees and costs of any nature whatsoever or claims or expenses resulting from or in any way related to this or any prior or other current agreement between or among the parties from any and all cause or causes shall not exceed the total compensation received by LIBERTY under the Agreement during the most recent calendar year, or the total amount of \$10,000, whichever is lesser. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law. To the extent the terms of any prior or other current agreement vary from the terms of this paragraph, this paragraph shall control and the prior or other current agreement is and shall be superseded.

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of the Agreement shall remain in full force and effect.

Services not to be provided by LIBERTY include but are not limited to:
Bond counsel services

Rating agency services
Other legal services
Engineering – Architectural Services
Property assessment services
Auditing services
IRS tax advice or planning
Post debt issuance compliance
Investment advice

At the request of the VILLAGE, LIBERTY can provide the following additional services as mutually agreed upon in writing:

Multi-year financial planning
Detailed analyses of tax rolls
Debt capacity/Credit analysis
In-Depth financial, operating or economic analyses

Amendments and Supplements:

LIBERTY agrees to promptly amend or supplement the Agreement to reflect any material changes or additions to the Agreement evidenced by the Agreement.

IN WITNESS WHEREOF, the parties have duly executed the Agreement as of the day and year first set forth on the first page hereof:

LIBERTY CAPITAL SERVICES, LLC

INC. VILLAGE OF FREEPORT

By: _____
David E. Tanner, as Principal/Member

By: _____

Title: _____

EXHIBIT A

FEE SCHEDULE

DEBT ISSUANCE

Bonds - (other than Refunding Bonds)

<u>PAR value equal or greater than:</u>	<u>and less than:</u>	<u>Base Fee</u>
0	4,000,000	12,000
4,000,000	7,500,000	14,000
7,500,000	10,000,000	16,000
10,000,000	27,500,000	18,000

Notes

<u>PAR value equal or greater than:</u>	<u>and less than:</u>	<u>Base Fee</u>
\$0	1,000,000	2,500
1,000,000	4,000,000	7,000
4,000,000	7,500,000	8,500
7,500,000	10,000,000	9,500
10,000,000		11,500

CONTINUING DISCLOSURE

Annual Filings	5,000
Material Event (as required)	600

OTHER SERVICES

\$140 per hour

EXHIBIT B

REQUIRED DISCLOSURES

As a registered Municipal Financial Advisor, LIBERTY is required to provide you with the following:

(1) LIBERTY is a registered municipal advisor with both the SEC and the MSRB. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

(2) As part of its SEC registration LIBERTY is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving LIBERTY. Pursuant to MSRB Rule G-42, LIBERTY is required to disclose any legal or disciplinary event that is material to your evaluation of LIBERTY or the integrity of its management or advisory personnel. We have determined that no such event exists.

(3) The website address, at which you can view LIBERTY'S initial company filing, initial personal advisor filing, annual update filings and any other relevant miscellaneous filings with the U.S. Securities and Exchange Commission is currently: <https://www.sec.gov/edgar/searchedgar/companysearch.html>. You can search for either our company name, which is Liberty Capital Services, LLC or CIK number, which is 0001612225.

(4) A statement regarding contractual conflicts of interest and whether or not a conflict of interest exists with LIBERTY'S provision of municipal financial advisory services to the VILLAGE. LIBERTY'S statement follows: ***Other than as described in "EXHIBIT C", LIBERTY does not believe after reasonable inquiry that there are any material conflicts of interest with LIBERTY'S provision of services to the VILLAGE. Should a conflict or potential conflict of interest become known to LIBERTY, LIBERTY will notify the VILLAGE of such in a timely manner.***

EXHIBIT C

DISCLOSURE OF CONFLICTS OF INTEREST ASSOCIATED WITH VARIOUS FORMS OF COMPENSATION

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of you as our client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for LIBERTY to recommend one course of action over another if it is more beneficial to LIBERTY to do so. This Exhibit discusses various forms of compensation and the timing of payments to the advisor.

We manage and mitigate the following conflicts primarily by adherence to the fiduciary duty which we owe to municipal entities which require us to put your interests ahead of our own. Additionally, we will mitigate this conflict by giving due consideration to non-financing alternatives as well as clearly superior alternate funding options even if they reduce our fee.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

**INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
VILLAGE COMPTROLLER'S OFFICE**

TO: Robert T. Kennedy, Mayor

FROM: Anthony N. Dalessio, CPA, Village Comptroller 

DATE: January 10, 2023

RE: Renewal of Contract with Liberty Capital Services, LLC (Liberty) - Consulting

Board approval is requested to renew the following contract (from March 1, 2023 through February 29, 2024) with no increase in fees between the Incorporated Village of Freeport and Liberty, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530:

Financial Consulting Services – The bulk of the contract is to provide the Village assistance in developing the fiscal year 2025 General Fund budget. In addition, Liberty will assist the Village with other budget and financial related issues on an as-needed basis, as well as meet with management of the Village to perform any of the above referenced services.

The total contract cost is not to exceed \$55,000 with no change in the hourly rate of \$140.00. Depending on the scope of service, funding is available in the following budget accounts:

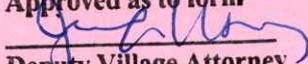
- A131504 545700 – Comptroller – Non-employee Salaries
- E7820000 578100 – Electric – Management Services
- WE90104 554560 – Water – Expense

During and well before my tenure with the Village, Liberty and its principal, David Tanner, have worked closely with the various departments, the Treasurer's Office, the Comptroller's Office, and Village Counsel to develop sound operating budgets for the Village. Mr. Tanner has always been available to answer questions or to assist with other financial matters. He possesses knowledge of the Village and in municipal finance and budget development and assessment.

If the above meets with your approval, please place this on the next available Board agenda for the approval of the extension of the Financial Consulting Services contract with Liberty, and for authorization for the Mayor to sign any documentation necessary to effectuate these agreements.

Thank you.

Approved as to form


Deputy Village Attorney

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

WHEREAS, on October 18, 2010, the Board of Trustees awarded the bid for Financial Advisory Services to Liberty Capital Services, LLC and this contract has been renewed every year since; and

WHEREAS, Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530 possesses certain unique skills, knowledge and expertise of a specialized nature in the fields of finance and bond market analysis; and

WHEREAS, since GML §103 does not require a bid for these professional services, the Village may opt to extend the contract without re-bidding the services; and

WHEREAS, the Village Comptroller recommends that the contract under the same terms and conditions of the prior year's contract be extended for an additional year from March 1, 2023 through February 29, 2024 with a not to exceed cost of \$55,000 with no change in the hourly rate of \$140.00; and

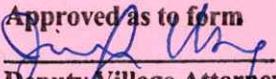
WHEREAS, depending on the scope of service, the costs will be charged to the following budget accounts:

- A131504 545700 – Comptroller – Non-employee Salaries
- E7820000 578100 – Electric – Management Services
- WE90104 554560 – Water – Expense

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Incorporated Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530 at the same terms and conditions as the previous year for a term of one year from March 1, 2023 through February 29, 2024 with a not to exceed cost of \$55,000 with no change in the hourly rate of \$140.00.

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

FINANCIAL CONSULTING SERVICES AGREEMENT
(the "Agreement")

The agreement has been entered into this 1st day of March, 2023 by and between the Incorporated Village of Freeport ("VILLAGE") and Liberty Capital Services, LLC ("LIBERTY").

LIBERTY will provide the following base services:

Develop a final budget for the VILLAGE.

Assist the Village with budget and other financial issues.

Meet with the VILLAGE to perform the above services.

LIBERTY will be compensated for the above services as follows:

Fee - (Base Services): Not to exceed \$55,000 per year. Fee to be billed at a rate of \$140 per hour.

Reimbursable Expenses - Normal "out of pocket" expenses shall be paid. Common expenses include but are not limited to: overnight delivery, travel and printing.

Base Fee and Reimbursable Expenses shall be billed semimonthly. Invoices shall be paid within 30 days of receipt of our invoice.

Disclosure of Information: *(See also "EXHIBIT A" and "EXHIBIT B", herein.)*

The VILLAGE agrees to provide LIBERTY with VILLAGE financial, economic, operational and general information upon request. The VILLAGE represents that the information it provides to LIBERTY is accurate. LIBERTY does not assume the responsibilities of the VILLAGE, or the responsibilities of other professionals and/or vendors representing the VILLAGE. The VILLAGE further agrees to provide LIBERTY with historical VILLAGE financial data in an acceptable electronic format such as MS Excel or some other mutually compatible electronic format, as requested, so as to minimize the manual entry of financial data required for financial work covered under the Agreement. Information obtained by LIBERTY through its own efforts on behalf of the VILLAGE while believed to be accurate is not guaranteed.

Covenant to Update Disclosure Information

LIBERTY further covenants and agrees to provide the VILLAGE disclosures of conflicts of interest and certain legal or disciplinary events of the type described in "Exhibit A" and "Exhibit B," herein and required by the Municipal Securities Rulemaking Board Rule G-42 (the "Disclosures") to the extent any arise after the date of the Agreement. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into the Agreement to the same extent as if set forth herein.

Term of the Agreement

The Agreement remains in effect until February 29, 2024 or upon 60-day written notice by either the VILLAGE or LIBERTY.

Other Terms:

The Agreement represents the entire agreement of both parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

Each party represents and warrants that the Agreement: (1) has been duly authorized and executed by it, (2) constitutes its valid and binding agreement and (3) any governmental approvals necessary for the performance of services under the Agreement have been obtained.

The VILLAGE recognizes that during the provision of services, LIBERTY will be utilizing means, methods, techniques, procedures and schedules which LIBERTY considers proprietary. Other than to VILLAGE employees and/or officials, the VILLAGE agrees not to share, distribute or communicate such information, or utilize such information for tasks other than those contemplated under the Agreement, without the written consent of LIBERTY. Upon sharing, distributing or communicating such information with VILLAGE employees and/or officials, the VILLAGE further agrees to instruct its employees and/or officials about such Agreement requirement. The requirements outlined in this clause will terminated two years after the termination date of the Agreement.

To the fullest extent permitted by law, and notwithstanding any other provision of this or any prior agreement between or among the parties, the total liability, in the aggregate of LIBERTY and LIBERTY’S officers, directors, partners, employees, agents and sub-consultants, and any of them to the VILLAGE and anyone claiming by or through the VILLAGE, for any and all claims, losses, costs or damages, including attorneys’ fees and costs and expert-witness fees and costs of any nature whatsoever or claims or expenses resulting from or in any way related to this or any prior agreement between or among the parties from any and all cause or causes shall not exceed the total compensation received by LIBERTY under the Agreement during the most recent calendar year, or the total amount of \$10,000, whichever is lesser. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law. To the extent the terms of any prior agreement vary from the terms of this paragraph, this paragraph shall control and the prior agreement is and shall be superseded.

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of the Agreement shall remain in full force and effect.

Services not to be provided by LIBERTY include but are not limited to:

- Bond counsel services
- Rating agency services
- Other legal services
- Engineering – Architectural Services
- Property assessment services
- Auditing services
- IRS tax advice or planning
- Post debt issuance compliance
- Investment advice

At the request of the VILLAGE, LIBERTY can provide the following additional services under a separate agreement:

- Continuing disclosure undertakings

Debt issuance services
Capital planning
Debt planning
In-Depth rating agency presentations

Amendments and Supplements:

LIBERTY agrees to promptly amend or supplement the Agreement to reflect any material changes or additions to the Agreement evidenced by the Agreement.

IN WITNESS WHEREOF, the parties have duly executed the Agreement as of the day and year first set forth on the first page hereof:

LIBERTY CAPITAL SERVICES, LLC

INC. VILLAGE OF FREEPORT

By: _____
David E. Tanner, as Principal/Member

By: _____

Title: _____

EXHIBIT A

REQUIRED DISCLOSURES

As a registered Municipal Financial Advisor, LIBERTY is required to provide you with the following:

- (1) LIBERTY is a registered municipal advisor with both the SEC and the MSRB. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.
- (2) As part of its SEC registration LIBERTY is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving LIBERTY. Pursuant to MSRB Rule G-42, LIBERTY is required to disclose any legal or disciplinary event that is material to your evaluation of LIBERTY or the integrity of its management or advisory personnel. We have determined that no such event exists.
- (3) The website address, at which you can view LIBERTY'S initial company filing, initial personal advisor filing, annual update filings and any other relevant miscellaneous filings with the U.S. Securities and Exchange Commission is currently: <https://www.sec.gov/edgar/searchedgar/companysearch.html>. You can search for either our company name, which is Liberty Capital Services, LLC or CIK number, which is 0001612225.
- (4) A statement regarding contractual conflicts of interest and whether or not a conflict of interest exists with LIBERTY'S provision of municipal financial advisory services to the VILLAGE. LIBERTY'S statement follows: ***Other than as described in "EXHIBIT B", LIBERTY does not believe after reasonable inquiry that there are any material conflicts of interest with LIBERTY'S provision of services to the VILLAGE. Should a conflict or potential conflict of interest become known to LIBERTY, LIBERTY will notify the VILLAGE of such in a timely manner.***

EXHIBIT B

DISCLOSURE OF CONFLICTS OF INTEREST ASSOCIATED WITH VARIOUS FORMS OF COMPENSATION

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of you as our client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for LIBERTY to recommend one course of action over another if it is more beneficial to LIBERTY to do so. This Exhibit discusses various forms of compensation and the timing of payments to the advisor.

We manage and mitigate the following conflicts primarily by adherence to the fiduciary duty which we owe to municipal entities which require us to put your interests ahead of our own. Additionally, we will mitigate this conflict by giving due consideration to non-financing alternatives as well as clearly superior alternate funding options even if they reduce our fee.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous

to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

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: Daniel Layer, Village Comptroller March 16, 2022
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 14, 2022:

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

WHEREAS, the Incorporated Village of Freeport is in need of the services of a consultant to analyze budget information and identify areas that may be improved upon; and

WHEREAS, Liberty Capital Services (Liberty), LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530 possesses certain unique skills, knowledge and expertise of a specialized nature in the field of accounting and financial analysis; and

WHEREAS, since GML §103 does not require a bid for these professional services, the Village may opt to extend the contract without re-bidding the services; and

WHEREAS, there are sufficient funds in budget lines A131504 545700 Comptroller – Non-Employee Salaries, E7820000 578100 Electric – Management Services, and WE90104 554560 Water – Non-Employee Salaries; and

NOW THEREFORE BE IT RESOLVED, as follows:

1. Freeport retains the services of Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530 to analyze the budget on behalf of Freeport, pursuant to the terms and conditions of a written contract;
2. That the base compensation for such services be and hereby is set as follows: \$140.00 per hour for a not to exceed cost of \$55,000.00 per year;
3. That the term for this Agreement be one year, retroactive to March 1, 2022 through February 28, 2023;
4. That the Mayor be and hereby is authorized to execute on behalf of the Incorporated Village of Freeport a contract for professional services, together with such other documents necessary to implement the terms and conditions of this Resolution.

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

The Clerk polled the Board as follows:

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

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

AGENDA

BOARD OF TRUSTEES' MEETING

January 23, 2023

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.

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

AGENDA

BOARD OF TRUSTEES' MEETING

January 23, 2023

7:15 P.M. Public Hearings

7:15 P.M. to consider amending Chapter 128 entitled Housing Standards by adding an article entitled "Board-Up Material Specifications".

7:15 P.M. to consider amending Chapter 128 entitled Housing Standards by adding an article entitled "Transient Rental Properties".

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 January 11, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 9, 2023:

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

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 23rd day of January 2023, to consider an amendment of Chapter 128 entitled Housing Standards, by adding an article entitled “Board-Up Material Specifications.”

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Herald and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the conference Room of the Municipal Building of the Village of Freeport, New York on the 23rd day of January 2023 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate seal of said Village this 9th day of January 2023.

Pamela Walsh Boening
Village Clerk

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:

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 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

4-22-20

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 23rd day of January 2023, to consider an amendment of Chapter 128 entitled Housing Standards, by adding an article entitled "Board-Up Material Specifications."

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Herald and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the conference Room of the Municipal Building of the Village of Freeport, New York on the 23rd day of January 2023 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate seal of said Village this 9th day of January 2023.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 9, 2023



2-1-13

January 12, 2023 – FREEPORT HERALD

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING
RESOLVED, that the
Board of Trustees of the
Incorporated Village of
Freeport, by virtue of the
authority invested by law,
shall conduct a public
hearing to be duly held
on the 23rd day of
January 2023, to consider
an amendment of
Chapter 128 entitled
Housing Standards, by
adding an article entitled
"Board-Up Material
Specifications."

FURTHER RESOLVED, that
the foregoing notice of
public hearing shall be
entered in the minutes of
the Board of Trustees of
the Incorporated Village
of Freeport, and
published in the Herald
and a printed copy
thereof posted
conspicuously in at least
three (3) public places in
the Incorporated Village
of Freeport, Nassau
County, New York.
STATE OF NEW YORK,
COUNTY OF NASSAU,
VILLAGE OF FREEPORT,
ss: I, PAMELA WALSH
BOENING, Clerk of the
Village of Freeport,
Nassau County, New
York, do hereby certify
that the foregoing is a
true and correct copy of
said notice duly
authorized by the Board
of Trustees of the said
Village at a meeting of
the Said Board of
Trustees, calling for a
public hearing to be duly
held in the conference
Room of the Municipal
Building of the Village of
Freeport, New York on
the 23rd day of January
2023 at 7:15 P.M., and of
the whole thereof, as
entered upon the minutes
of the proceedings of the
said Board kept by me as
Village Clerk.
IN WITNESS WHEREOF, I
have hereunto set my
hand and affixed the
Corporate seal of said
Village this 9th day of
January 2023.
Pamela Walsh Boening
Village Clerk
Dated: Freeport, New York
January 9, 2023
136652

RE: Public Hearing Board Up Materials Specification
RETURN TO: Pamela Walsh Boening

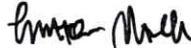
AFFIDAVIT OF POSTING

State of New York

County of Nassau

I, Mattia Petrella, being duly sworn, deposes and states that on the 13th day of January, 2023 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

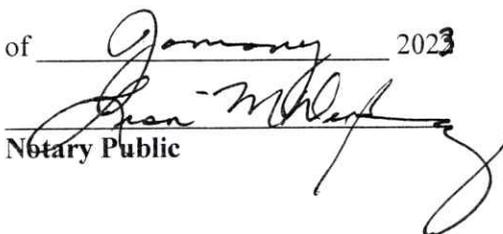
MUNICIPAL BUILDING	46 North Ocean Avenues
MEMORIAL LIBRARY	144 West Merrick Road
RECREATION CENTER	130 E. Merrick Road
FREEPORT HOSE CO. #1	22 Southside Avenue
FREEPORT HOSE CO. #2	15 Broadway
FREEPORT HOSE CO. #3	375 South Bayview Avenue



Deponent

Sworn to before me this 13th day

of January 2023


Notary Public

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

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: To amend §128 of the Village Code

Building Permit App. N/A

Location: N/A

Applicant: Incorporated Village of Freeport

Description: TO AMEND § 128, OF THE CODE OF THE VILLAGE FREEPORT, ENTITLED "HOUSING STANDARDS," BY ADDING § 128, ARTICLE X "BOARD-UP MATERIAL SPECIFICATIONS"

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: January 12, 2023
Freeport, New York



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 Resolution 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, a local law to amend §128, of the code of the Village of Freeport, entitled “Housing Standards”, by adding §128, Article X “Board-Up Material Specifications”; 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 waster 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

11-11-11

11-11-11

The Following Resolution 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, a local law to amend §128, of the code of the Village of Freeport, entitled "Housing Standards", by adding §128, Article X "Board-Up Material Specifications"; 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:

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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.
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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

A LOCAL LAW TO AMEND § 128, OF THE CODE OF THE VILLAGE FREEPORT, ENTITLED “HOUSING STANDARDS,” BY ADDING § 128, ARTICLE X “BOARD-UP MATERIAL SPECIFICATIONS”

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT:

Section 1. Chapter 128, Article X, §128-66 which reads as follows, is hereby adopted:

Article X Specifications for Properties to be boarded up

§128-66 Specifications for Properties to be Boarded Up

- A. Any properties that are to be boarded up must be boarded up with plexi-glass installed on the exterior of the windows/doors.
- B. Any properties that are currently boarded up must switch the board up material to plexi-glass within 60 days of the adoption of this article.

Section 2. This local law shall take effect immediately upon filing with the Secretary of State’s Office.

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 January 11, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 9, 2023:

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

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 23rd day of January 2023, to consider adding an article entitled “Transient Rental Properties.”

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the conference Room of the Municipal Building of the Village of Freeport, New York on the 23rd day of January 2023 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate seal of said Village this 9th day of January 2023.

Pamela Walsh Boening
Village Clerk

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

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

<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
Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 23rd day of January 2023, to consider adding an article entitled "Transient Rental Properties."

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the conference Room of the Municipal Building of the Village of Freeport, New York on the 23rd day of January 2023 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate seal of said Village this 9th day of January 2023.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 9, 2023



11-11-11

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 23rd day of January 2023, to consider adding an article entitled "Transient Rental Properties."

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK,
COUNTY OF NASSAU,
VILLAGE OF FREEPORT,
ss: I, PAMELA WALSH
BOENING, Clerk of the
Village of Freeport,
Nassau County, New
York, do hereby certify
that the foregoing is a
true and correct copy of
said notice duly
authorized by the Board
of Trustees of the said
Village at a meeting of
the said Board of
Trustees, calling for a
public hearing to be duly
held in the conference
Room of the Municipal
Building of the Village of
Freeport, New York on
the 23rd day of January
2023 at 7:15 P.M., and of
the whole thereof, as
entered upon the minutes
of the proceedings of the
said Board kept by me as
Village Clerk.

IN WITNESS WHEREOF, I
have hereunto set my
hand and affixed the
Corporate seal of said
Village this 9th day of
January 2023.

Pamela Walsh Boening
Village Clerk
Dated: Freeport, New York
January 9, 2023
136653

11-11-11

RE: Public Hearing Transient Rental Properties
RETURN TO: Pamela Walsh Boening

AFFIDAVIT OF POSTING

State of New York

County of Nassau

I, Matteo Petrella, being duly sworn, deposes and states that on the 13th day of January, 2023 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

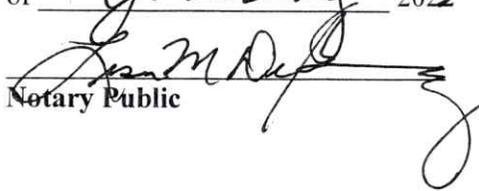
MUNICIPAL BUILDING	46 North Ocean Avenues
MEMORIAL LIBRARY	144 West Merrick Road
RECREATION CENTER	130 E. Merrick Road
FREEPORT HOSE CO. #1	22 Southside Avenue
FREEPORT HOSE CO. #2	15 Broadway
FREEPORT HOSE CO. #3	375 South Bayview Avenue



Deponent

Sworn to before me this 13th day

of January 2023


Notary Public

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

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 : To amend §128 of the Village Code

Building Permit App. N/A

Location: N/A

Applicant: Incorporated Village of Freeport

Description: TO AMEND § 128, OF THE CODE OF THE VILLAGE FREEPORT, ENTITLED "HOUSING STANDARDS," BY ADDING § 128, ARTICLE XI "TRANSIENT RENTAL PROPERTIES"

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

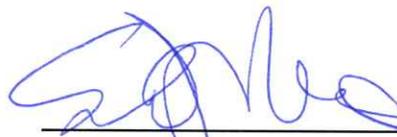
REASON(S) FOR DETERMINATION

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: January 12, 2023
Freeport, New York



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 Resolution 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, a local law to amend §128, of the code of the Village of Freeport, entitled “Housing Standards”, by adding §128, Article XI “Transient Rental Properties”; 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 waster 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.
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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 Resolution 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

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The Clerk polled the Board as follows:

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

A LOCAL LAW TO AMEND § 128, OF THE CODE OF THE VILLAGE FREEPORT, ENTITLED "HOUSING STANDARDS," BY ADDING § 128, ARTICLE XI "TRANSIENT RENTAL PROPERTIES"

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT:

Section 1. Chapter 128, Article XI, §128-67 through §128-71, which reads as follows, is hereby adopted:

Article XI Transient Rental Properties

§128-67 Legislative Intent and Purpose

The Board of Trustees of the Village of Freeport finds that the effects of transient rentals in the Village of Freeport, a suburban community, pose a threat to the health, safety, and well-being of the residents of the Village of Freeport.

§128-68 Definitions

For the purpose of this section, the following terms shall have the meanings ascribed to them. All other words shall have the meanings normally ascribed to them in common usage.

TRANSIENT RENTAL PROPERTY

A rental dwelling unit occupied by persons other than the owner or a family member of the owner and for which rent is received by the owner, directly or indirectly, in exchange for such rental occupation for a period of less than 28 nights. For the purposes of this article, the term "transient rental property" shall mean all non-owner-occupied dwelling units rented for a period of less than 28 nights and shall not include:

- (1) Properties used exclusively for nonresidential commercial purposes in any zoning district; or
- (2) Any legally operating hotel/motel business operating exclusively and catering to transient clientele; that is, customers who customarily reside at these establishments for short durations for the purpose of vacating, travel, business, recreational activities, conventions, emergencies and other activities that are customary to a commercial hotel/motel business.

§128-69 Prohibited Acts

- A. No dwelling unit, whether single-family, multi-dwelling or mixed residential use, shall be used or occupied as a transient rental property. No rental permit shall be issued for the use of any property within the Village as transient rental property.
- B. Every individual day/night of rental is considered a separate offense for the purposes of this chapter.

§128-70 Presumption of Use

- A. The presence of the following shall create a presumption that a dwelling unit is being used as a transient rental property:
 - 1. The dwelling unit or any room therein is offered for lease on a short-term rental website, including but not limited to Airbnb, HomeAway, VRBO and the like, for a period of less than 30 nights.
 - 2. The dwelling is offered for lease in any medium for a period of less than 30 nights.
- B. The foregoing presumption may be rebutted by evidence presented to the Code Enforcement Official that the dwelling unit is not a transient rental property.

§128-71 Penalties for Offenses

Any person, association, firm or corporation who or which violates any provision of this chapter or assists in the violation of any provision of this chapter shall be guilty of a violation, punishable:

- (1) upon conviction of a first offense, by a fine of not less than \$1,000 and not exceeding \$5,000 or by imprisonment for a period not to exceed 15 days, or both;
- (2) upon conviction of a second offense, committed within a period of 10 years of the first conviction, such violation will be subject to a fine of not less than \$2,500 nor more than \$10,000 or by imprisonment for a period not to exceed 15 days, or both;
- (3) upon conviction of a third offense, committed within a period of 10 years of the first conviction, such violation will be subject to a fine of not less than \$5,000 nor more than \$10,000 or by imprisonment for a period not to exceed 15 days, or both;
- (4) upon conviction of a fourth or subsequent offense, after having been convicted three or more times within a period of 10 years, such violation shall be prosecuted as an unclassified misdemeanor, with a minimum fine of \$10,000 and a maximum fine of \$30,000 or a maximum period of incarceration of one year, or both.

Section 2. This local law shall take effect immediately upon filing with the Secretary of State's Office.