



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

**4. FIRE DEPARTMENT – Raymond F. Maguire**

- a) Request approval of the Freeport Fire Council and that membership be granted to Richard Limone, Hose Company #1.

**5. HUMAN RESOURCES – Conor Kirwan**

- a) Request retroactive approval of a consulting agreement with Michael Jockers for consulting services performed in relation to the operation of the Villages' Strategic Operations Command Room from May 4, 2023 through February 29, 2024.

**6. POLICE DEPARTMENT – Michael J. Smith**

- a) Request to advertise a request for proposals for “Cameras and Server for Cow Meadow Park” in the Freeport Herald on June 8, 2023, with a return date June 23, 2023.
- b) Request retroactive approval of the purchase of the ESP Remote Monitoring and Management of Police Department workstations, from SourcePass, 1895 Walt Whitman Road, Melville, New York 11747, from March 1, 2023 through February 29, 2024, in the amount of \$15,120.00.
- c) Request retroactive approval of the renewal of Datto Business Continuity Services with SourcePass, 1895 Walt Whitman Road, Melville, New York 11747, for disaster recovery, monitoring, management support and licensing, from March 1, 2023 through February 29, 2024, with no increase, in the amount of \$9,228.
- d) Request retroactive approval of the renewal service contract with SourcePass, 1895 Walt Whitman Road, Melville, New York 11747, for maintenance and support, and emergency service response from March 1, 2023 through February 29, 2024, with an increase of \$3,636.00, in the amount of \$18,154.00.

**7. PUBLIC WORKS – Robert R. Fisenne**

- a) Request retroactive approval to enter into a professional services agreement with Devo and Associates, 1252 Haddonfield Berlin Road, Unit 2, Voorhees, New Jersey 08043 for the maintenance and repair of multi-space parking meters, from March 1, 2023 through February 29, 2024, not to exceed \$20,000.

**8. RECREATION CENTER – Victoria Dinielli**

- a) Request retroactive approval of the emergency repair of ice rink compressors #2 & 3, by Hallam Engineering Construction Corporation, 697 Acorn Street, Deer Park, New York 11729, in the amount of \$8,160.00.
- b) Request retroactive approval for the renewal of the professional service contract with Resurfix, P.O. Box 291, Flanders, New Jersey 07836, for Zamboni maintenance and repair work, from June 1, 2023 through February 29, 2024, in the amount of \$20,000.

**9. VILLAGE ATTORNEY – Howard E. Colton**

a) Request the Board of Trustees schedule a public hearing date of June 19, 2023 at 5:30 P.M. to consider the proposed cable franchise renewal agreement between the Village of Freeport and Verizon New York Inc.

b) Request to amend the Vehicle and Traffic Regulations as follows:

Sec.44. Thirty-minute parking; locations designated.

**REMOVE**

Broadway, south side, from westerly curblineline of Mount Avenue west for a distance of 250 feet.

**ADD**

Broadway, south side, between Commercial Street and Mount Avenue

c) Request retroactive approval of the transfer of the contract with BOSFA Development Corp. to The Gardens at Buffalo Avenue LLC, 301a Central Avenue, Lawrence, New York 11559, for 17-33 Buffalo Avenue and 80-84 Albany Avenue.

d) Request retroactive approval of a CRP grant in the amount of \$300,000 for the Freeport Armory and that the Mayor/Village Attorney be authorized to sign any and all agreements to facilitate an IMA agreement between the Village of Freeport and Nassau County.

**10. VILLAGE CLERK – Pamela Walsh Boening**

a) Request approval of the miscellaneous sidewalk resolution in the amount of \$5,403.86, reimbursable by the property owner.

217 Lena Avenue	\$2,073.08
50 N Long Beach Avenue	\$ 756.80
18 Oakfield Avenue	\$ 525.52
287 Smith Street	\$ 495.80
146 Stokes Avenue	\$1,228.18
18 Virginia Avenue	\$ 324.48

**NO PUBLIC COMMENT**

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** May 24, 2023

**RE:** Public Assembly  
Applicant: Robert Vitelli  
Organization: LGBT Network  
Date: Saturday, June 10, 2023  
Time: 1:00 P.M. to 8:00 P.M.

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Attached please find a copy of public assembly application submitted by Robert Vitelli, on behalf of the LGBT Network, 125 Kennedy Drive, Hauppauge, New York 11788, to set up a information booth, on Saturday, June 10, 2023, from 1:00 P.M. to 8:00 P.M., at the Esplanade on Woodcleft Avenue.

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

  
Pamela Walsh Boening  
Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT**  
**PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION**

**Applicant:**

Robert Vitelli      125 Kennedy Drive      100      Hauppauge      NY      11788  
Name      Address      Apt      City      State      Zip  
631 8355466      631 665 2300      \_\_\_\_\_  
Telephone #      Business #      Permit Applicant Organization Affiliation

**Organization:**

LGBT Network      125 Kennedy Drive      Hauppauge      NY      11788  
Organization Name      Address      City      State      Zip  
631 665 2300  
Telephone #

**Organization Representatives (Other than applicant):**

1) <u>Brian Rosen</u>	<u>516 660 3907</u>	<u>Dev. Director</u>
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>
2) _____	_____	_____
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>
3) _____	_____	_____
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>
4) _____	_____	_____
<small>Name</small>	<small>Contact Phone#</small>	<small>Position</small>

**Parade/Public Assembly:**

Date Requested: June 10, 23      Assembly Time: 1 - 8 AM  PM  
Starting Time: 1 AM  PM      Finish Time: 8 AM  PM

**Route/Public Assembly Location:**

We want to assemble at Esplanade Nautical Mile  
Location  
The parade will start at Information Booth to \_\_\_\_\_  
Location  
\_\_\_\_\_  
Direction/Location      to      \_\_\_\_\_      to  
\_\_\_\_\_  
Direction/Location      to      \_\_\_\_\_      to

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? \_\_\_\_\_  
b) Only a portion of the width will be occupied, consisting of N/A lanes.

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

N/A

**Participants:**

What is the approximate number of:

- a) Persons \_\_\_\_\_ 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: \_\_\_\_\_

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: \_\_\_\_\_

BANNER Table Chairs

For your Parade/Public Assembly, are any public facilities or equipment to be utilized: \_\_\_\_\_ Yes No  
If yes, please describe and attach all related correspondence or permits that authorize their use.

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

**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 of insurance evidencing this coverage and must be in a form acceptable to the Inc. Village of Freeport.

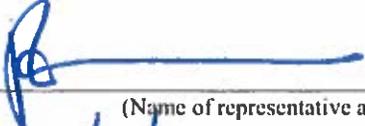
All policies and certificates must provide that a minimum of ten (10) days prior notice will be given to the Village by registered mail for any cancellation or modification of the insurance.

Insurance companies providing the required insurance policies must be New York State admitted carriers, have a policy holders rating of A or better and a 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.

**Insurance Requirement Notice (continued):**

(Name of applicant or contracted operator) agrees to defend and indemnify and save harmless the Inc. 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 there from 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 (municipal property/location) in Freeport by (Name of applicant or contracted operator), whether or not such injury to persons or damage to property are due or claim to be due to any negligence of (Name of applicant or contracted operator) their employees or agents.

Sign:   
(Name of representative and company name)

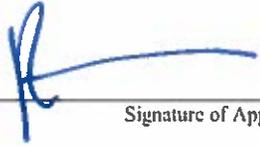
Date: 5/8/2023

The above-mentioned insurance must be provided by all sponsors and ride concessionaires involved in this event.

**Fees:** *If the application is for the use of any village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay, prior to the issuance of the permit, the charge for those services in accordance with the schedule of service costs approved by the Board of Trustees by resolution.*

**Affirmation of Understanding and Awareness:**

I Robert Vitelli acting as an authorized representative of LEBT Network swears 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 this 8th

day of May 20 23

  
Notary

RICHARD C. BRIGANDI  
Notary Public, State of New York  
Registration # 01BR5026334  
Expires April 18, 5/26/23



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2023

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).

<b>PRODUCER</b> SOLIMAR BROKERAGE CORP. 22 Jasmine Dr  Ridge NY 11961-3127		<b>CONTACT NAME:</b> MARITZA VIRUET <b>PHONE (A/C, No, Ext):</b> (718) 225-5600 <b>E-MAIL ADDRESS:</b> maritza@solimar-ins.com <b>FAX (A/C, No):</b> (718) 303-9956															
<b>INSURED</b> LONG ISLAND GAY&LESBIAN YOUTH, INC. 125 Kennedy Dr Ste 100  Hauppauge NY 11788-4017		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER C: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER D: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER E: ShelterPoint Life Insurance Company</td> <td>81434</td> </tr> <tr> <td>INSURER F: Fidelity and Deposit Company of Maryland</td> <td>39306</td> </tr> </table>		INSURER	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Technology Insurance Company	42376	INSURER C: Landmark American Insurance Company	33138	INSURER D: Scottsdale Insurance Company	41297	INSURER E: ShelterPoint Life Insurance Company	81434	INSURER F: Fidelity and Deposit Company of Maryland	39306
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**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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual/Physical Abuse/Molest <input checked="" type="checkbox"/> Professional Liab (non-med) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2447414	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	PHPK2447414	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000	Y	Y	PHUB826787	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC 4082008	04/27/2022	04/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Medical Professional Liability Claims Made Retro Date 08/08/2013	N	N	LHM797706	08/01/2022	08/01/2023	EACH CLAIM LIMIT \$1,000,000 AGGREGATE LIMIT \$1,000,000 PER CLAIM DED \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

D - D&O, EPLI AND FIDUCIARY Claims Made Retro Date 08/29/2016 Pol # EKS3440706 08/29/2022 to 08/29/2023 Limit \$1,000,000 Retention \$5,000

E - DISABILITY Pol. # D285033 08/02/2022 to 08/02/2023 Statutory Benefits

F - CRIME Pol # CCP 9782773-00 08/03/2021 to 08/03/2024 Employee Theft Limit \$250,000 Deductible \$2,500

OPERATIONS: Non-Profit Organization / ADDITIONAL NAMED INSURED: New York LGBT Network, Inc. DBA LGBT Network. Services&Advocacy for Gay Elders Long Island, Inc. Lesbian Gay Bisexual&Transgender Community Center of Long Island, Inc. The Long Island GLBT Health&Human Services Network, Inc. dba Queens LGBT Health and Human Services Network. Queens LGBT Community Center and East End Gay Organization, Inc. ADDITIONAL INSURED Inc. Village of Freeport.

SPECIAL EVENT/DATE/LOCATION Participant of Gay Pride Parade&Festival held by Village of Freeport. June 10, 2023, Main St Freeport, NY

**CERTIFICATE HOLDER****CANCELLATION**

INC. VILLAGE OF FREEPORT 46 N. OCEAN AVENUE  FREEPORT NY 11520	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 MARITZA VIRUET, AAI, CRIS
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# 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 LGBT Network 125 Kennedy Drive

Organization Name

Address

Hauppauge

NY.

11788

631 665-2300

City

State

Zip

Telephone #

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 its representatives. The conditions are:

**EVENT:** **LGBT Network Information Booth  
at the Esplanade**

**DATE:** **June 10, 2023**

**TIME:** **Assembly: 1:00 P.M. Start Time ~ 1:00 P.M. Finish ~8:00 P.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. ~~Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 8:00 P.M., without prompting from police or village officials.~~ N/A**
- 3. Applicant and participants will shut down the event the location at 8:00 P.M. sharp without prompting from police or village officials.**
- 4. If an emergency occurs, the applicant, participants and attendees must be able to promptly clear the sidewalk for Fire, Police and other emergency vehicles. Physical barriers cannot be used to location. The sidewalk is not permitted to be obstructed at any time by participants or spectators.**
- 5. Musical equipment or other structures placed at location must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. No Blocking of Vehicle Traffic during the event or the unloading and loading of equipment.**
- 6. Applicant: Robert Vitelli 125 Kennedy Drive Apt. 100 Hauppauge NY 631 660-2300**

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)

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.**

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

**TO: Pamela Walsh Boening, Village Clerk**  
**FROM: Deputy Chief Michael Williams**  
**DATE: May 22, 2023**  
**RE: LGBT Information Booth at the Esplanade on the Nautical Mile**

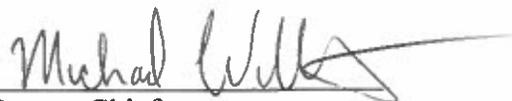
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After review of the attached Public Assembly Application I am informing you that I conditionally approve this permit. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Once the Board approves; the permit is valid.

I do not anticipate there will be any police overtime costs incurred due to this event.

Please advise me when a decision has been made so I will know how to proceed.

Thank you,

  
Deputy Chief  
Michael G. Williams

Please note the parade/public assembly permit may be 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  May 22, 2023  
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**

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**TO:** Pamela Walsh Boening, Village Clerk

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

**DATE:** May 12, 2023

**RE:** Parade and Public Assembly Permit Application  
Applicant: Robert Vitelli, LGBT Network  
Date: Saturday, June 10, 2023  
Time: 1:00 pm – 8:00 pm  
Assemble Time: 1:00 pm  
Location: Woodcleft Avenue Esplanade

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I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Robert Vitelli on behalf of the LGBT Network to set up an informational booth. 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**

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**From:** Raymond Maguire  
**Sent:** Tuesday, May 23, 2023 3:22 PM  
**To:** Pamela Boening  
**Subject:** RE: 6.10.2023 PUBLIC ASSEMBLY LGBT NETWORK WOODCLEFT AVE ESPLANADE

I have reviewed the Parade and Public Assembly Permit application for June 10, 2023 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. The applicant indicates that they will be utilizing The Esplanade. They do not indicate that they will be blocking any streets. Applicant(s) should be cognizant of maintaining access to the area if an Emergency exists.

Please remind the applicant(s) that access to the area 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*

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, May 23, 2023 9:50 AM  
**To:** Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** FW: 6.10.2023 PUBLIC ASSEMBLY LGBT NETWORK WOODCLEFT AVE ESPLANADE

Please send recommendation.

**From:** Pamela Boening  
**Sent:** Thursday, May 18, 2023 12:20 PM  
**To:** Smith, Chief Michael J. <m.smith@freeportpolice.org>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; mike williams <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@freeportpolice.org>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** FW: 6.10.2023 PUBLIC ASSEMBLY LGBT NETWORK WOODCLEFT AVE ESPLANADE

## **Pamela Boening**

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**From:** Christine Maguire  
**Sent:** Monday, May 15, 2023 1:49 PM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: 6.10.2023 PUBLIC ASSEMBLY LGBT NETWORK WOODCLEFT AVE ESPLANADE

Hi Pam,

Insurance is approved for the 6.10.2023 PUBLIC ASSEMBLY LGBT NETWORK WOODCLEFT AVE ESPLANADE

Regards,

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

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Friday, May 12, 2023 12:42 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Mary Muldowney <m.muldowney@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** 6.10.2023 PUBLIC ASSEMBLY LGBT NETWORK WOODCLEFT AVE ESPLANADE

Please send recommendation.

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

**TO:** Mayor Robert T. Kennedy

**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** June 2, 2023

**RE:** Carnival/Festival/Bazaar  
Applicant: Freeport Chamber of Commerce  
Date: July 7, 2023  
Rain Date: TBD  
Time: 8:00 A.M. to 10:30 P.M.  
Assembly Time: 11:30 A.M.  
Location: Guy Lombardo Marina

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Attached is a copy of the request for a public assembly permit application, submitted by the Freeport Chamber of Commerce, to hold a fireworks display at the Guy Lombardo Marina, on July 7, 2023, with the fireworks show starting after dark. The set up time will begin at 8:00 A.M.

Included in the package are the recommendations from the Police Department, Department of Public Works, Fire Department, and Claims Examiner.

  
Pamela Walsh Boening  
Village Clerk

Attachments

**FREEPORT POLICE DEPARTMENT**  
**CARNIVAL ~ FESTIVAL ~ BAZAAR**  
**PUBLIC ASSEMBLY PERMIT APPLICATION**

**Applicant:**

JENNIFER JEROME 19 SUFFOLK ST FREEPORT NY 11520  
Name Address Apt City State Zip

516 623-2945 \_\_\_\_\_  
Telephone # Business # Permit Applicant Organization Affiliation

**Organization:**

FREEPORT CHAMBER OF COMMERCE 11 RICHMOND ST FREEPORT NY 11520  
Organization Name Address City State Zip

516 223-8840  
Telephone #

**Organization Representatives (Other than applicant):**

1) <u>BEN JACKSON</u> <small>Name</small>	<u>516 623-2945</u> <small>Contact Phone#</small>	<u>CHAMBER OF COMMERCE</u> <small>Position</small>
2) _____ <small>Name</small>	_____ <small>Contact Phone#</small>	_____ <small>Position</small>
3) _____ <small>Name</small>	_____ <small>Contact Phone#</small>	_____ <small>Position</small>

CLERK'S OFFICE  
 VILLAGE OF FREEPORT  
 2023 MAY 31 11:24  
 RECEIVED  
 PRESIDENT

**Carnival/Festival/Bazaar Operator / Contractor:**

GRULLI 20 PINEHURST DRIVE BELLPORT NY 11713  
Business Name Address City State Zip

STEF COOPER 631-286-0088  
Operator's Name Telephone #

Name & type of requested Carnival/Festival/Bazaar: FIREWORKS DISPLAY

Requested Carnival/Festival/Bazaar Location: END OF GUY LOMBARDO MARINA

Set Up Day: 1 Date: 7/7/2023 Set Up Start Time: 8:00 AM/PM

**Dates of operation:**

1 <sup>st</sup> Day: <u>1</u> Date: <u>7/7/2023</u> Start Time: <u>8:00</u> AM/PM	End Time: <u>10:30</u> AM/PM
2 <sup>nd</sup> Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM	End Time: ___:___ AM/PM
3 <sup>rd</sup> Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM	End Time: ___:___ AM/PM
4 <sup>th</sup> Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM	End Time: ___:___ AM/PM

Equipment Removal will be done by: \_\_\_\_\_ Date: 7/7/2023 Time: \_\_\_:\_\_\_ AM/PM

Rain Date:  NO  YES Date: \_\_\_/\_\_\_/20\_\_\_ TBD

To process your Carnival/Festival/Bazaar ~ Public Assemblies Permit Application requesting the use of municipal property the Village of Freeport will need the information listed below. A confirmation of this information must be provided in writing, executed by someone in authority from the organization. (Attach additional sheets as necessary)

A) Will the Carnival/Festival/Bazaar occupy all or only a portion of the width of the property requested?

PORTION

B) List each ride or inflatable (i.e. bouncy houses).  
Indicate type of ride or inflatable, dimensions of same and space or square footage required for setup.

N/A

C) List the number and type of food vendor kiosks, booths or trailers. Include space needed for setup.

N/A

D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers and generator units. Indicate the space or square footage required to park/stage such vehicles or units.

N/A

E) Total estimated dimension of space required to contain the full Carnival/Festival/Bazaar operation.

F) Are any animals included as part of the show/Carnival/Festival/Bazaar? If so indicate what type.

N/A

G) What is the estimated number of customers you expect daily? NA

H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing.

NA

I) List on site security that you intend to use. Include the number of security guards and the name and address of the agency you will employ if security is subcontracted.

WILL BE DISCUSSED W/DPW

J) List where pedestrian and vehicle traffic control such as barricades and blocked streets will need to be employed. Advise if you need or are requesting public works assistance for this.

K) Are any other public facilities or equipment to be utilized: \_\_\_\_\_ Yes/No  
If yes, please describe and attach all related correspondence or permits that authorize their use.

NO

L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event:

N/A

M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

NO

*I hereby state that I have received a copy of Article III of Chapter 155, entitled "Noise Control", and I understand that I am required to comply with the same.*

Signature

Sworn to before me this  
31<sup>st</sup> day of May, 2023

*Tara Colletti*  
NOTARY PUBLIC

Tara Colletti  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CO6309284  
Qualified in Nassau County  
Commission Expires 10/14/2026

**Chapter 155-39: Any person violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof, shall be fined in an amount not exceeding \$750 for the first offense, \$1,000 for the second offense and \$2,000 for each offense thereafter or be imprisoned in the Nassau County Correctional Facility for a period not exceeding 15 days, or be subject to both such fine and imprisonment. Each day (twenty-four-hour period) such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. Any person under the age of 16 years who shall violate any of the provisions of this article shall be deemed to be a juvenile offender.**

**Insurance Requirement Notice:**

**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 of insurance 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 a financial rating of at least "10" or better according to the current Best Insurance Rating Guide.

Contractual Liability coverage- All vendors providing amusements (ie: rides, inflatables, live animals) for this event must also comply with all of the above mentioned insurance requirements.

The hold harmless cited below, is to be copied onto the applicant group's letterhead and signed by a representative of the festival sponsor/ride concessionaire, notarized and must be attached to application.

**Insurance Requirement Notice (continued):**

(Fill in Name of applicant or contracted operator) , agrees to defend and indemnify and save harmless the Inc. 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 there from, 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 (Name of municipal property/location) in Freeport, by (Name of applicant or contracted operator) , whether or not such injury to persons or damage to property are due or claim to be due to any negligence (Name of applicant or contracted operator) of (Name of applicant or contracted operator) their employees or agents.

Sign: (Name of representative and company name)

Date: \_\_\_\_\_

The above-mentioned insurance must be provided by all sponsors and ride concessionaires involved in this event.

Signature \_\_\_\_\_  
Applicant

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Notary

Application Approved: \_\_\_\_\_ Application Denied: \_\_\_\_\_

By: \_\_\_\_\_



# Freeport Chamber of Commerce

11 Richmond Street, Freeport, New York 11520 (516) 223-8840  
FreeportChamber@gmail.com FreeportChamberofCommerce.org

Freeport Chamber of Commerce, agrees to defend and indemnify and save harmless the Inc. 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 there from, 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 Guy Lombardo Marina in Freeport, by Freeport Chamber of Commerce, whether or not such injury to persons or damage to property are due or claim to be due to any negligence Freeport Chamber of Commerce of Freeport Chamber of Commerce their employees or agents.

Sign [Signature]  
Date 5.31.2023

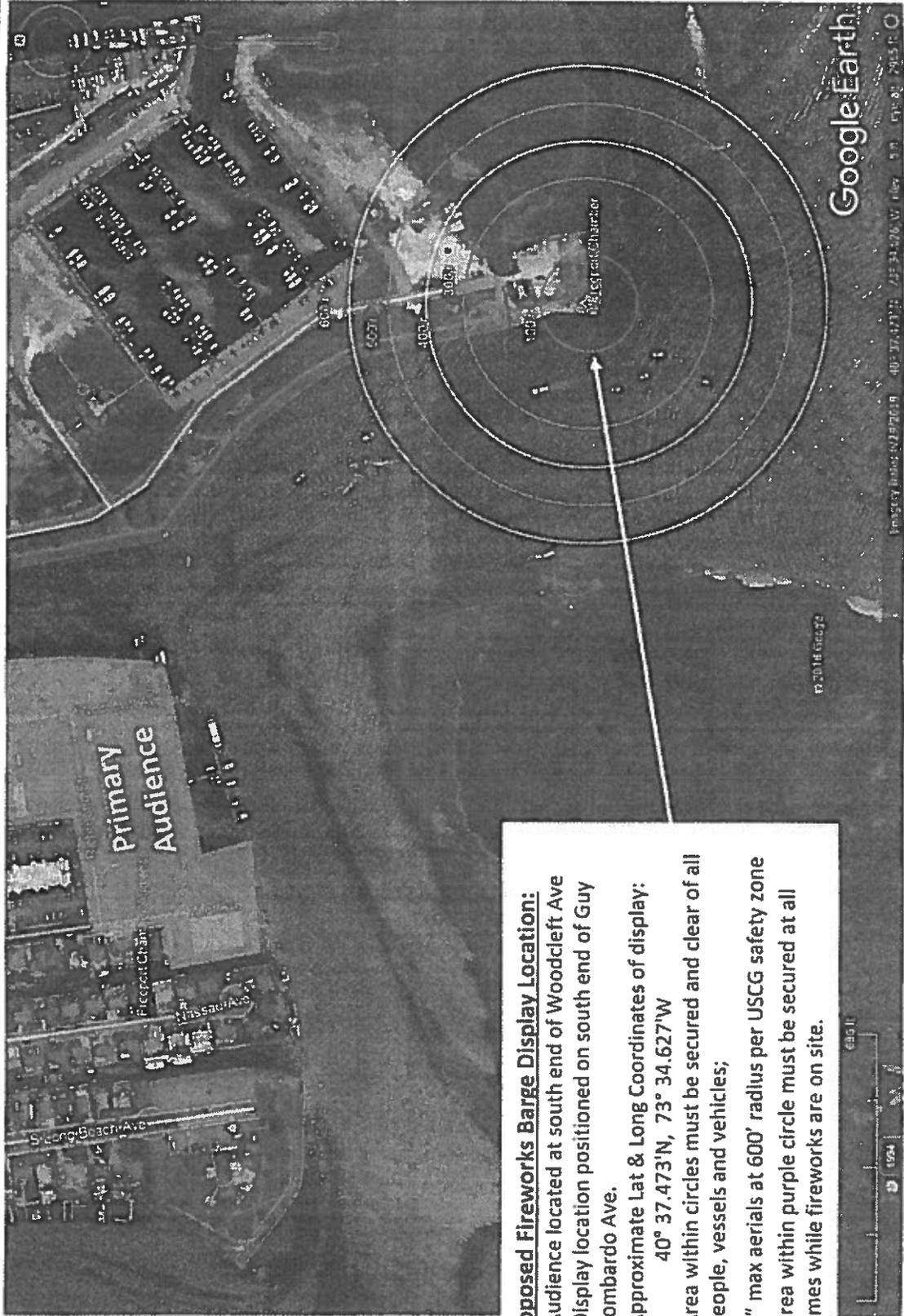
The above-mentioned insurance must be provided by all sponsors and ride concessionaires involved in this event.

Signature [Signature]

Sworn to before me this 31<sup>st</sup>  
Day of May 2023  
[Signature]  
Notary

Tara Colletti  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CO6309284  
Qualified in Nassau County  
Commission Expires 10/14/2026

**Proposed Display Location – Aerial View  
 Freeport Chamber – Freeport, NY  
 Fireworks by Grucci**



**Proposed Fireworks Barge Display Location:**

- Audience located at south end of Woodcleft Ave
- Display location positioned on south end of Guy Lombardo Ave.
- Approximate Lat & Long Coordinates of display:  
 40° 37.473'N, 73° 34.627'W
- Area within circles must be secured and clear of all people, vessels and vehicles;
- 6" max aerials at 600' radius per USCG safety zone
- Area within purple circle must be secured at all times while fireworks are on site.

## Equipment Use Application/Permit (PW-4)

This form shall be filed for all equipment specified in 27-185 of the Building Code of the City of New York. Equipment Use Permits shall be issued only after inspections and tests have been performed in accordance with 27-188 of the Building Code.

<u>Section</u>	<u>Instructions</u>
1. <b>Filing Status</b>	Provide the job number of the associated work.
2. <b>Type of Equipment</b>	Check (X) one box to indicate the type of equipment.
3. <b>Location</b>	<p>Provide the Borough, block, lot, and Building Identification Number (BIN – optional) of the location where the work is being performed.</p> <p>Provide the house number and street name, or the special place name of the location where the work is being performed.</p> <p>If applicable, provide the apartment/condo numbers and/or floor numbers where the job is being performed.</p>
4. <b>Applicant</b>	<p>Provide the last name, first name, middle initial, business name, phone number and address of the P.E. or R.A. who prepared the plans and specifications.</p> <p>Check (X) the appropriate box to indicate whether the applicant is a P.E. or R.A. If Other is checked provide the type in the space provided. Provide the license number of the applicant.</p> <p>If the application is being filed by an individual other than the applicant, provide the last name, first name, middle initial, business name, phone number and address of the filing representative</p>
5. <b>Equipment Specifications</b>	<p>Provide the specifications of the equipment:</p> <ul style="list-style-type: none"><li>• Provide the manufacturer's name for each item</li><li>• Indicate the floor where the equipment will be installed</li><li>• Indicate the total number of items with identical specifications</li><li>• Provide the approval number (s) assigned by the Department of Buildings Material and Equipment Acceptance Division, the Board of Standards and Appeal and /or the serial number of the equipment.</li><li>• Provide the capacity of the equipment in BTU's per hour</li></ul>
6. <b>Statements and Signatures</b>	<p>Applicant shall sign the Statements and Signatures.</p> <p>Owner shall sign the Statements and Signatures authorizing the applicant to perform the work.</p>

**INTER-DEPARTMENT CORRESPONDENCE**  
**FREEPORT POLICE DEPARTMENT**

**Michael Smith**      **40 North Ocean Avenue, Freeport, New York 11520**  
**Chief of Police**      **(516) 378-0700    Fax (516) 377-2432**

**TO:            Pamela Walsh-Boening**  
**FROM:        Deputy Chief Michael Williams**  
**DATE:        June 1, 2023**  
**RE:           Chamber of Commerce- Fireworks Show Viewing 2023**

---

After review of the attached Public Assembly Permit 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 not anticipate any police overtime costs incurred due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,



**Michael G. Williams**  
**Deputy Chief of Police**

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

---

**TO:** Pamela Walsh Boening, Village Clerk

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

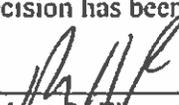
**DATE:** June 1, 2023

**RE:** Carnival/Festival/Bazaar Public Assembly Permit Application  
Organization: Freeport Chamber of Commerce  
Applicant: Jennifer Jerome  
Date: Friday, July 7, 2023  
Rain Date: TBD  
Time: 8:00 am – 10:30 pm  
Set-up Time: 11:30 am  
Location: Guy Lombardo Marina

---

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Jennifer Jerome, on behalf of the Chamber of Commerce to hold a fireworks display. The fireworks show will begin after dark.

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:** Raymond Maguire  
**Sent:** Friday, June 2, 2023 9:01 AM  
**To:** Pamela Boening  
**Subject:** Re: Fireworks Display

In reviewing the application, it is consistent with the past years

We see no negative impact on our operation. The FD will have apparatus assigned that evening

Ray Maguire

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

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Thursday, June 1, 2023 9:44:31 AM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Mary Muldowney <m.muldowney@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** Fireworks Display

Please send recommendation today!

This is on the agenda for Monday.

*Pamela Walsh Boening*  
Village Clerk

Village of Freeport  
46 N. Ocean Avenue  
Freeport, New York 11520

516-377-2254

## Pamela Boening

---

**From:** Christine Maguire  
**Sent:** Thursday, June 1, 2023 4:06 PM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: Fireworks Display

Hi Pam,

This is approved pending Grucci's liability insurance.

I spoke with Jennifer and she said that she will send it to us when received.

Regards,

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

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Thursday, June 1, 2023 9:45 AM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Mary Muldowney <m.muldowney@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** Fireworks Display  
**Importance:** High

Please send recommendation today!

This is on the agenda for Monday.

*Pamela Walsh Boening*  
Village Clerk

Village of Freeport  
46 N. Ocean Avenue  
Freeport, New York 11520

516-377-2254

## Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees  
 FROM: Megan Martinez-Ewald, Deputy Village Assessor  
 DATE: May 16, 2023  
 RE: Tax Certiorari Negotiated Settlement

Permission is requested from the Board to approve the recommended negotiated settlement for the property listed below.

Petitioner Attorney: **Cronin, Harris & Associates, P.C.**

Petitioner: Aziz Yosofi  
 126-128 W Merrick Road  
 55/331/29

Total Refund: 2016/2017 to 2022/2023 – Refund: **\$4,347.01** – AV: **9,750** going forward 2023/2024, 2024/2025, and 2025/2026.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	11,953	12,415	0	0.62296	\$0.00
2017/18	0.0181	11,953	11,765	188	0.62296	\$117.12
2018/19	0.018	11,953	11,700	253	0.62296	\$157.61
2019/20	0.0172	11,953	11,180	773	0.62296	\$481.55
2020/21	0.0162	11,953	10,530	1,423	0.62296	\$886.47
2021/22	0.0151	11,953	9,815	2,138	0.62296	\$1,331.89
2022/23	0.0150	11,953	9,750	2,203	0.62296	\$1,372.38
Current MV		\$796,867	Settled MV	\$650,000	Refund	\$4,347.01

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the

petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in 2023 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

Permission is further requested that the Village Treasurer issue a refund to the petitioner's attorney for the above property.

*Megan Martinez Ewald*  
Megan Martinez-Ewald  
Deputy Village Assessor

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

**WHEREAS**, the Assessor has negotiated tax certiorari settlements for the Assessment Years listed below; and

**WHEREAS**, the firm Cronin, Harris & Associates, P.C. represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: Aziz Yosofi  
 126-128 W Merrick Road  
 55/331/29

Total Refund: 2016/2017 to 2022/2023 – Refund: \$4,347.01 – AV: 9,750 going forward 2023/2024, 2024/2025, and 2025/2026.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	11,953	12,415	0	0.62296	\$0.00
2017/18	0.0181	11,953	11,765	188	0.62296	\$117.12
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2020/21	0.0162	11,953	10,530	1,423	0.62296	\$886.47
2021/22	0.0151	11,953	9,815	2,138	0.62296	\$1,331.89
2022/23	0.0150	11,953	9,750	2,203	0.62296	\$1,372.38
Current MV		\$796,867	Settled MV	\$650,000	Refund	\$4,347.01

**WHEREAS**, the Stipulation of Settlement will be prepared for the above-referenced matter; and

**WHEREAS**, permission is requested giving the Village Attorney authorization to sign the stipulation of settlement; and

**NOW THEREFORE BE IT RESOLVED**, that the above-listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2022/2023 Final Assessment Roll and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$4,347.01.

The Clerk polled the Board as follows:

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

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

**Date:** May 19, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Withdrawal of FEMA PW# 1050

---

The Village was granted funding by FEMA to repair the Freeport Electric Bldg #1 roof that was damaged during Superstorm Sandy. The funding covered a portion of the repair expenses. After weighing the costs and benefits, it was determined that it is not financially feasible to repair the roof at this time. As a result, the Village has decided to withdraw the FEMA funding (PW #1050).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approves the withdrawal of FEMA PW# 1050 – partial funding for the repair of the Freeport Electric Bldg #1 roof.



Digitally signed by Al Livingston Jr.  
DN: cn=Al Livingston Jr., o=Freeport  
Electric,  
email=alivingston@freeportelectric.  
com, c=US  
Date: 2023.05.19 15:43:09 -0400

Al Livingston Jr.  
Superintendent of Electric Utilities

Approved as to form

Village Attorney

5/23/2023

Attachment

AL:db

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 \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, that the following resolution be adopted, to wit:

**WHEREAS**, the Village was granted funding by FEMA to repair the Freeport Electric Building #1 roof that was damaged during Superstorm Sandy; and

**WHEREAS**, the funding covered a portion of the repair expenses; and

**WHEREAS**, after weighing the costs and benefits, it was determined that it is not financially feasible to repair the roof at this time; and

**WHEREAS**, as a result, the Village has decided to withdraw the FEMA funding (PW #1050); and

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board retroactively approves the withdrawal of FEMA PW# 1050 – partial funding for the repair of the Freeport Electric Building #1 roof; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the grant of FEMA PW# 1050 - partial funding for the repair of the Freeport Electric Building #1 roof, be withdrawn.

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

5/23/2023



**VILLAGE OF FREEPORT  
FREEPORT ELECTRIC**

46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520

Phone: 516-377-2220 Fax: 516-377-2359

ROBERT T. KENNEDY  
MAYOR

AL LIVINGSTON JR.  
SUPERINTENDENT OF ELECTRIC UTILITIES

Troy Langley  
New York State DR-4085-NY  
PA Project Management Team

Dear Mr. Langley,

I am writing to request the withdrawal of PW# 1050 for Freeport Electric Bldg #1 Roof Damages. As you may recall, the Village was granted funding from FEMA to repair the roof, which was damaged during Superstorm Sandy. Unfortunately, the Village does not have the rest of the funding to completely repair the entire roof.

After careful consideration, the Village has decided that it is not feasible to move forward with the project at this time. We have weighed the cost and benefits of completing the project and have determined that the remaining expenses outweigh the benefits of completing the repairs at this time. As a result, the Village has decided to withdraw PW# 1050.

We appreciate the support that FEMA has provided us with in the past and hope that we can continue to work together in the future. Please let us know if there are any questions or concerns regarding this matter.

Thank you for your attention to this request.

Sincerely,

Robert T. Kennedy  
Mayor, Inc. Village of Freeport

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

**Date:** May 19, 2023

**To:** Mayor Robert T. Kennedy

**From:** Al Livingston Jr., Superintendent of Electric Utilities

**Re:** GOSR - Redundant Energy Project PP#1 - Hinck Change Order #8

---

On May 10, 2021, the Board awarded Hinck Electric Bid #21-04-ELEC-558 for a new 3MW generator for Power Plant #1. The total cost for this contract was \$4,432,900.00, funded by the Governor's office of Storm recovery. On July 11, 2022, the Board approved increasing the amount to \$4,731,055.00. On February 6, 2023, the Board further increased the contract amount to \$4,803,955.00. Currently, the equipment is in production at the factory and the final civil design is in the process of completion. We are proposing a change order consisting of 4 separate items.

These items were not included in the original design documents. Upon further review of the overall project site, the Electric Department feels that these items will improve the project area or will better support the new equipment installation. Other items are to comply with additional requirements from the Nassau County Department of Health based on recent comments received.

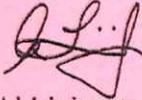
The additional work items are as follows.

- Provide a local alarm annunciator panel in the switchgear enclosure.
- Extend the battery bank rental period, as the original duration has expired.
- Install additional security fence with barbed wire to surround the project area.
- Install crash posts in front of the generator enclosure.
- Provide additional exterior fire extinguishers mounted to the generator enclosure.
- Provide additional matting and gravel around the new equipment.

The engineering firm has reviewed the cost proposal provided by the contractor to complete this work. LiRo finds the total cost of \$149,610.91 for the additional work to be reasonable. GOSR has approved funding 69% of the change order provided Freeport pays the remaining 31%. Freeport's share is \$46,264.82; GOSR's share is \$103,346.09.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that pending GOSR's approval, the Board approve Change Order #8, in the amount of \$149,610.91, to Bid #21-04-ELEC-558 – Redundant Energy Supply at Power Plant 1 awarded to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 increasing the contract amount from \$4,803,955.00 to \$4,952,665.91; and that the Mayor be authorized to execute any and all documents necessary and proper to effectuate this change order. Freeport's share of \$46,264.82

will be charged to WO 2408 E110000; the remaining \$103,346.09 will be covered by GOSR.  
There are sufficient funds available for this expense.



Digitally signed by Al Livingston Jr.  
DN: cn=Al Livingston Jr, o=NYC,  
Village of Freeport, ou=Freeport  
Electric,  
email=alivingston@freeportelectric.c  
om, c=US  
Date: 2023.05.19 15:42:04 -0400

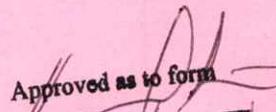
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

- Directives
- Hinck Worksheet

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 5/23/2023

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

**WHEREAS**, on May 10, 2021, the Board awarded Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1 to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 for a cost of \$4,432,900.00; and

**WHEREAS**, on July 11, 2022, the Board approved a change order for “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” with Hinck Electrical Contractor, Inc., for five separate items in the amount of \$298,155.00 increasing the not to exceed amount of the contract to \$4,731,055.00; and on February 6, 202, the Board approved a change order #7 for “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716, in the amount of \$72,900.00, increasing the contract amount to \$4,803,955.00; and

**WHEREAS**, the Superintendent of Electric is requesting Board approval for a change order (GOSR Change Order #8) consisting of four (4) separate items to be funded by GOSR; and

**WHEREAS**, these items were not included in the original design documents; other items are to comply with additional requirements from the Nassau County Department of Health based on recent comments received; and

The additional work items are as follows:

- Provide a local alarm annunciator panel in the switchgear enclosure.
- Extend the battery bank rental period, as the original duration has expired.
- Install additional security fence with barbed wire to surround the project area.
- Install crash posts in front of the generator enclosure.
- Provide additional exterior fire extinguishers mounted to the generator enclosure.
- Provide additional matting and gravel around the new equipment.

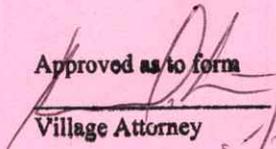
**WHEREAS**, LiRo, the engineering firm working with the Village on this project, has reviewed the cost proposal provided by Hinck Electrical Contractor, Inc. to complete this work and finds the total cost of \$149,610.91 for the additional work to be reasonable; and

**WHEREAS**, GOSR has approved funding 69% of the change order (\$103,346.09), Freeport’s 31% share (\$46,264.82) will be charged to WO 2408 E110000, and there are sufficient funds available for this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve a Change Order #8 to “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716, in the amount of \$149,610.91, increasing the contract amount from \$4,803,955.00 to \$4,952,665.91.

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

5/23/2023

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 July 13, 2022  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 11, 2022:

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

**WHEREAS**, on May 10, 2021, the Board awarded Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1 to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 for a cost of \$4,432,900.00; and

**WHEREAS**, currently, the equipment is in production at the factory and the final civil design is in the process of completion; and

**WHEREAS**, the Village is proposing a change order consisting of 5 separate items (as per the attached memo) with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 in the amount of \$298,155.00 increasing the not to exceed amount of the contract to \$4,731,055.00; and

**WHEREAS**, the cost will be charged to E 110000 (Electric – Construction Work in Progress) and is being funded by the Governor’s Office of Storm Recovery (GOSR); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to a change order of “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 in the amount of \$298,155.00 increasing the not to exceed amount of the contract to \$4,731,055.00.

The Clerk polled the Board as follows:

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

cc:

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

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

**DIRECTIVE**

TO: Al Livingston, Superintendent of Electric Utilities May 11, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 10, 2021:

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

**WHEREAS**, on April 27, 2021, the Village of Freeport received three (3) responses to Bid #21-04-ELEC-558 for Redundant Energy Supply at Power Plant #1; and

**WHEREAS**, the most responsible and responsive proposal was submitted by Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 for a cost of \$4,432,900.00; and

**WHEREAS**, the cost of the Redundant Energy Supply at Power Plant #1 will be charged to E 110000 (Electric – Construction Work in Progress) and is being funded by the Governor’s Office of Storm Recovery (GOSR); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 for a cost of \$4,432,900.00.

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 &amp; Comm.</u>	X <u>Police Dept.</u>	X <u>Dep. V. Clerk</u>
X <u>Claims Examiner Aide</u>	X <u>Publicity</u>	<u>OTHER</u>
X <u>Comptroller</u>	X <u>Public Works</u>	
X <u>Court</u>	X <u>Purchasing</u>	

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 February 7, 2023  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 6, 2023:

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

**WHEREAS**, on May 10, 2021, the Board awarded Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1 to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 for a cost of \$4,432,900.00; and

**WHEREAS**, on July 11, 2022, the Board approved a change order for “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” with Hinck Electrical Contractor, Inc., for five separate items in the amount of \$298,155.00 increasing the not to exceed amount of the contract to \$4,731,055.00; and

**WHEREAS**, the Superintendent of Electric is requesting Board approval for a change order (GOSR Change Order #7) consisting of two separate items to be funded by GOSR; and

**WHEREAS**, Item 1: Design Change – The Utility has proposed new walkways to and from every entrance/exit door and to/from the roadway and the existing power plant building; the cost for this is \$19,800.00 plus Hinck’s 20% OH&P totaling \$23,760.00; and

**WHEREAS**, Item 2: Wire Procurement - Currently, The Utility is experiencing supply chain issues that prevent the Village from acquiring the cable in time for the installation in February; in an effort to expedite the purchase, Hinck agreed to purchase the cable at cost plus 20% (\$19,500/1000 ft.); the total cost of this purchase is \$49,140.00; and

**WHEREAS**, the total cost for the two items included in this Change Order #7 is \$72,900.00, increasing the contract amount from \$4,731,055.00 to \$4,803,955.00; and

**WHEREAS**, the cost will be charged to E 110000 (Electric – Construction Work in Progress) and is being funded by the Governor’s Office of Storm Recovery (GOSR); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve a Change Order #7 to “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716, in the amount of \$72,900.00, increasing the contract amount from \$4,731,055.00 to \$4,803,955.00.

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	In Favor
Mayor Kennedy	In Favor

---

cc:

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





**LiRo Engineers, Inc.**

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516.938.5476 Facsimile 516.937.5421

April 25, 2023

Al Livingston  
Superintendent of Electric Utilities  
Village of Freeport, Freeport Electric

Cc: Keith Muchnick – Superintendent of Power Plants

Re: Village of Freeport – Redundant Generator at PP1  
Cost Reasonableness Memo for Additional Work

Dear Mr. Livingston:

The Village of Freeport has requested that the contractor provide additional work for the installation of various items listed below. These items were not included on the original design documents. Upon further review of the overall project site, the village feels that some of these are items that will improve the project area or will better support the new equipment installation. Other items are to comply with additional requirements from the Nassau County Department of Health based on recent comments received. LiRo agrees with the request for the additional work items.

The additional work items are as follows.

- Provide a local alarm annunciator panel in the switchgear enclosure.
- Extend the battery bank rental period, as the original duration has expired.
- Install additional security fence with barded wire to surround the project area.
- Install crash posts in front of the generator enclosure.
- Provide additional exterior fire extinguishers mounted to the generator enclosure.
- Provide additional matting and gravel around the new equipment.

LiRo has reviewed the cost proposal provided by the contractor to complete this work. LiRo finds the total cost of \$149,610.91 for the installation of the requested work to be reasonable.

Should you have any questions, please feel free to contact me by phone at (516) 880-8504 or e-mail at [korrowb@liro.com](mailto:korrowb@liro.com).

Very truly yours,  
LiRo Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Bruce Korrow', is written over a white background.

Bruce Korrow, PE  
Senior Associate/Senior Project Manager

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

**Date:** May 19, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Bid Recommendation - #23-05-ELEC-661  
Furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground  
Cable (3-1/C Paralleled)

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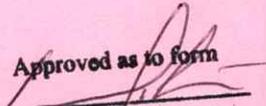
At the bid opening on May 16, 2023, the Electric Department received one bid in response to its advertisement for Furnishing of 15 KV & 5 KV EPR Insulated, Copper Underground Cable (3-1/C Paralleled). Seventeen bids were pick up and we received only one response. The only responsive and responsible bidder is The Okonite Company.

Based on Freeport Electric's evaluation, it is the recommendation of the Superintendent of Electric Utilities that the Furnishing of 15 KV & 5 KV EPR Insulated, Copper Underground Cable (3-1/C Paralleled) bid be awarded to the lowest responsive and responsible bidder - The Okonite Company located at Three Garret Mountain Plaza, Woodland Park, NJ 07424 for the not to exceed cost of \$409,045.00 over an approximate three-year period starting June 6, 2023 through February 28, 2026. The cost of the cable will be charged to E 123000 (Inventory). 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=Freeport  
Electric,  
email=alivingston@freeportelectric.c  
om, c=US  
Date: 2023.05.19 16:20:05 -0400

Al Livingston Jr.  
Superintendent of Electric Utilities

Approved as to form  
  
Village Attorney

5/23/2023

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

It was moved by Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_, that the following motion be adopted:

**WHEREAS**, on April 17, 2023, the Board authorized the Village Clerk to publish a Notice to the Bidders for the Furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled), Bid #23-05-ELEC-661; and

**WHEREAS**, seventeen (17) bids were picked up and one (1) bid was received at the bid opening on May 16, 2023; and

**WHEREAS**, the only responsive and responsible bidder was submitted by The Okonite Company, Three Garret Mountain Plaza, Woodland Park, NJ 07424, for the not-to-exceed cost of \$409,045.00 for a three-year term starting June 6, 2023 through February 28, 2026; and

**WHEREAS**, the cost of this cable will be charged to E 123000 (Inventory) and there are sufficient funds available for this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the Furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled), Bid #23-05-ELEC-661, to The Okonite Company, Three Garret Mountain Plaza, Woodland Park, NJ 07424, for the not-to-exceed cost of \$409,045.00 for a three-year term starting June 6, 2023 through February 28, 2026.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez  
Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING  
VOTING  
VOTING

Approved as to form  
Village Attorney  
5/23/2023

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 April 20, 2023  
FROM: Lisa M DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 17, 2023:

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

**WHEREAS**, the Village of Freeport Electric Department requires the purchase of a 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled) over a three-year period, to be used to replenish supplies in preparation for general work; and

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

**WHEREAS**, the cost of this cable will be charged to E 123000 (Inventory) and there are sufficient funds available for this expense; 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 to publish a Notice to the Bidders for the "Furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled)", Bid #23-05-ELEC-661, in the Freeport Herald and other relevant publications of general circulation on April 20, 2023, with specifications available from April 21, 2023, to May 12, 2023, with a return date of May 16, 2023.

The Clerk polled the Board as follows:

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

cc:

<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 &amp; Comm.</u>	<u>X Police Dept.</u>	<u>X Dep. V. Clerk</u>
<u>X Claims Examiner</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>	

BID TABULATION

23-05-ELEC-661

FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER UNDERGROUND  
CABLE (3- 1/C PARALLELED)

VILLAGE OF FREEPORT

BID RETURNABLE: 5/16/23

DEPT: ELECTRIC

TIME: 11:00AM

VENDOR	RANK	BID	BID BOND
OKONITE COMPANY 3 GARRET MOUNTAIN PLZ SUITE 304 WOODLAND PARK, NJ 07424-3352	1	\$409,045.00	N/A

BIDS FORWARDED TO ELECTRIC FOR REVIEW

# VILLAGE OF FREEPORT

Nassau County, New York



**Contract and Specifications**

**For**

**FURNISHING OF 15 KV & 5 KV, EPR INSULATED,  
COPPER UNDERGROUND CABLE  
(3-1/C PARALLELED)**

**BID #23-05-ELEC-661**

**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**



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

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**FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER UNDERGROUND CABLE  
(3- 1/C PARALLELED)  
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 the "FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER UNDERGROUND CABLE (3-1/c PARALLELED)" until 11:00 A.M. on Tuesday, May 16, 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](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Friday, April 21, 2023, until 4:00 P.M. on Friday, May 12, 2023.

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 that, 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 – April 20, 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:  
"FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER UNDERGROUND  
CABLE (3-1/C PARALLELED)"

### 2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality's Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available for download from 9:00 A.M. on Friday, April 21, 2023, until 4:00 P.M. on Friday, May 12, 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 "Furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled)."

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](mailto: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. **EQUAL OPPORTUNITY**

The Municipality is an Equal Opportunity employer.

**VILLAGE OF FREEPORT / FREEPORT ELECTRIC**

**SPECIFICATION  
FOR**

**FURNISHING OF 15 KV & 5 KV, EPR INSULATED,  
COPPER UNDERGROUND CABLE  
(3-1/C PARALLELED)**

**Title:** Specification for 15 KV & 5 KV Underground shielded cable with ethylene propylene rubber (EPR) insulation.

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

---

## **Detailed Specification**

### **1 General**

This specification covers the three-year blanket purchase of 3 paralleled single conductor 5 KV and 15 KV cables as per Table I. All cable furnished shall be in complete compliance with this specification covering the construction of 3 paralleled single conductor cables on a reel.

Power cables furnished shall be rated 15 KV or 5 KV operation per Table I. Cable insulation shall be thermosetting ethylene propylene rubber (EPR) suitable for normal installation, indoors or outdoors, in conduit, in air, intermittent or continuous submersion in water and direct burial. All cable shall have a continuous conductor operating temperature of 105°C, at an emergency overload conductor temperature 140°C and at a short circuit conductor temperature of 250°C. Cable shall be manufactured and tested in accordance with ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, UL1072 and other applicable cable standards.

### **2 Single Conductor**

Conductor shall be copper, Class B annealed uncoated compact stranded. Cable sizes shall be as per Table I.

### **3 Conductor Shielding**

The conductor shield shall be a black, semi-conducting or stress grading material, extruded directly over the conductor. The material shall be compatible with the conductor and the overlying insulation. The shield material shall be clean stripping from the conductor and meet ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, and UL1072 cable standards.

4 **Insulation**

The insulation system shall be composed of an inner semi-conducting shield extrusion over the conductor, primary extruded insulation, and an outer semi-conducting extrusion layer. The primary insulation shall be a high-quality ozone and discharge resistant thermosetting ethylene propylene rubber (EPR) compound meeting ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, and UL1072 cable standards. The insulation shall not contain any visible voids or contaminants when examined with a minimum of 15 power magnification. Minimum average thickness of the insulation system at any part of the cable shall be as per Table I.

5 **Insulation Shielding**

Each conductor shall have an extruded thermosetting, semi-conducting insulation screen applied over the insulation meeting the requirements of ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, and UL1072 standards.

6 **Tape Shielding**

The insulation shield shall consist of a 5-mil uncoated copper tape applied helically over outer the semi-con layer with nominal 12.5% overlap on itself.

7 **Jacket**

A continuous extruded jacket of moisture, heat, oil, ultraviolet, and abrasion resistant black chlorinated polyethylene shall be applied over the insulation and shielding system. The minimum average thickness of the jacket at any point of the cable shall not be less than 80 mils.

8 **Identification of Cable**

The appropriate legend shall be printed on the surface of the jacket using white ink, repeated at two-foot intervals. The legend shall indicate manufacture, size, metal, insulation type, nominal thickness, voltage rating, year of manufacture, and sequential footage marking.

9 **DC Hi Pot Test**

At any time during and after installation, a high voltage DC Hi Pot test may be made at a voltage as per Table I, for a minimum of 15 consecutive minutes.

10 **Sample Submission and Approval**

The winner of the bid shall furnish a 3-foot sample of a single conductor 500 kcmil cable to Freeport Electric for examination prior to manufacturing the order.

11 **Cutting Lengths**

Cutting lengths shall be as per list below. Each length shall be a three-conductor assembly furnished of three single cables, parallel lay (without twisting) on reels.

12 **Reels**

All cable to be shipped on non-returnable reels. All reels shall be no larger than 6' high and 4' wide.

13 **Warranty**

The manufacturer shall warrant that the cables supplied to the purchaser will be free from defects in material and workmanship for the forty-year design life of the cable. In the event that the cable is defective in manufacture, as mutually determined by the purchaser and manufacturer or by an independent certified testing laboratory, the manufacturer will replace the defective sections between two splices with new cable to be furnished free of charge to the same delivery point originally called for in the order. The warranty document incorporated herein shall be duly completed and included with the bid. The manufacturer will not be responsible for any defects to electrical equipment other than the cables supplied under this order. The manufacturer shall not be responsible for mechanical or physical damages to the cables following delivery and acceptance by FE or for improper splicing, termination, maintenance or operation which is in accordance with standard recommended practice and procedures.

14 **Delivery**

Items shall be delivered during regular working hours on low-boy trailer or trailers to Village of Freeport Electric Department Stores, 220 West Sunrise Highway, Freeport, N.Y., within seventy-five (75) calendar days after award of contract. FE reserves the right to purchase cable from outside vendor if Bidder cannot delivery order within the above mentioned seventy-five (75) calendar days.

15 **Pricing**

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 thirty (30) days after receipt of bids. Deliveries beyond the quoted lead time will be subject to escalation base upon material price index.

16 **Payment**

Payment shall be made within sixty (60) days after receipt of goods and invoice by purchaser.

17 **Bidder's Qualifications**

Only bids from power cable manufacturers with fifty (50) years' experience or from cable manufacturers who have regularly furnished forty (40) years warranty on similar cable over the last five years will be considered as meeting the bidder's qualifications.

18 **Sample**

Each bidder shall submit a two (2) foot sample of cable confirming to specifications herein for inspection and evaluation by purchaser.

19 **Exceptions**

Exceptions to the specification must be itemized and listed 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 in writing, FE will assume supplier is providing full and 100% compliance to this specification.

**Table I.**

No. of Reels	Circuit Footage	Configuration	Cond. Size	Operating Voltage	No. of Strands	Insulation Thickness	Insulation Shielding	Tape Shield	Jacket	DC Hi Pot Test
5*	700'	3-1/C Parallel	350 MCM	5 KV	37	115 mils	30 mils	5 mils	80 mils	25 KV
5*	700'	3-1/C Parallel	500 MCM	15 KV	37	175 mils	30 mils	5 mils	80 mils	55 KV

*\*No. of reels are for bidding purposes only and do not guarantee amount of order.*

# PROPOSAL

TO BE FILLED OUT BY BIDDER:

	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
350 MCM 3-1/C PARALLELED CABLES AS PER SPECIFICATION	<u>\$49.82</u>	<u>\$174,370</u>
500 MCM 3-1/C PARALLELED CABLES AS PER SPECIFICATION	<u>\$67.05</u>	<u>\$234,675</u>
	TOTAL BID	<u>\$409,045</u>

**PROPOSAL**  
**FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER**  
**UNDERGROUND CABLE (3-1/C PARALLELED)**

DATE: 5/4/2023

NAME: The Okonite Company  
ADDRESS: 3 Garret Mountain Plaza  
Woodland Park, NJ 07424

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: The Okonite Company

BIDDER'S ADDRESS: 3 Garret Mountain Plaza, Woodland Park, NJ 07424

BIDDER'S F.E.I.N.: 22-2279445

BIDDER'S TELEPHONE (DAY): (973) 742-8040

(NIGHT - EMERGENCY): (973) 885-3976

FAX NUMBER: (973) 742-2156

SIGNED BY: Matt Timmerman

TITLE: Sales Representative

DATE: 5/4/2023

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

NAME & TITLE	ADDRESS
<u>David Sokira, CEO</u>	<u>102 Hilltop Road, Ramsey, NJ 07446</u>
<u>John Silver, President</u>	<u>102 Hilltop Road, Ramsey, NJ 07446</u>
<u>David Mitchell, Secretary</u>	<u>102 Hilltop Road, Ramsey, NJ 07446</u>
<u>Brett Halloran, VP Employee Relations</u>	<u>102 Hilltop Road, Ramsey, NJ 07446</u>

NAME OF BIDDER: The Okonite Company

BUSINESS ADDRESS OF BIDDER: 3 Garret Mountain Plaza, Woodland Park, NJ 07424

DATED: THE 4th DAY OF May, 2023

## REFERENCES

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

1)

Name: Ehud Cohen

Company: PSEG-LI

Address: 175 East Old Country Road

Hicksville, NY 11801

Phone: (516) 949-8253

2)

Name: Carlos Camacho

Company: Village of Rockville Centre

Address: 110 Maple Ave

Rockville Centre, NY 11570

Phone: (516) 678-9215

3)

Name: Nicholas Conza

Company: Central Hudson Gas & Electric

Address: 284 South Ave

Poughkeepsie, NY 12601

Phone: (845) 486-5295





**23-05-ELEC-661 15KV & 5KV UG Cable - Okonite Bid**

<b>Paragraph</b>	<b>Describe Exception</b>	<b>Alternative Submission</b>	<b>FE Review</b>
Article 14	Delivery/Lead Time	Delivery of cable will be based on lead times	Acceptable
Article 16	Payment Terms	Okonite's standard payment terms of NET 30	Acceptable
We offer standard warranty language, remedy, and limitation for a period of 40 years			
We off UL MV-105 rated cable per AIEC CS8-20, UL-1072, ICEA S-97-682 & ICEA S-93-639 Latest editions and per our product data sheets			
We offer Class B Compact RD Stranded copper per ASTM-B496 with reduced semi-con conductor shield per ICEA S-97-682 Para 3.2.1 which allows a 50% reduction of the minimum point thickness from Table 3-1 Measured before the extruded shield is applied			
We quote all thicknesses based on current industry standards which no longer require a minimum average thickness requirement. The only requirement is that thickness of extruded shields, insulation & jackets meet a minimum point thickness.			
Okoguard insulated cables are not manufactured as meeting the requirements of "Discharge Resistant" as defined by ICEA S-94-649. Although Okoguard does have discharge resistance properties, the cable is designed to be discharge free. This means that under normal and emergency operating conditions, the cable is designed not to discharge. Therefore, the insulation does not need to be discharge resistant as defined by the ICEA Standard			
			Acceptable. A discharge free cable design is an alternative design to "Discharge resistant" per Para 4.3 of ICEA S-94-649. Discharge-free cable designs rely on strict manufacturing processes to reduce the number and size of voids in the insulation whereas discharge-resistance designs rely on the formulation of the insulator to resistance discharge. As both designs are acceptable under ICSEA S-94-649, Okonite's discharge-free design is substantially equivalent to the requirements of the specification.

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

**Date:** May 18, 2023

**To:** Mayor Robert T. Kennedy

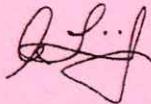
**From:** Al Livingston Jr., Superintendent of Electric Utilities

**Re:** **Request to Advertise – Bid #23-07-ELEC-667**  
**Furnishing of Standalone Solar Powered LED Roadway Luminaires**

---

Attached please find specifications for the Furnishing of Standalone Solar Powered LED Roadway Luminaires. These luminaires will be used to maintain the Village's street lights. The specifications cover the purchase of LED roadway luminaires for a period of one (1) year.

Attached is a copy of the Notice to Bidders for your review. I request authorization to advertise a Notice to Bidders on June 8, 2023, in the Freeport Herald and other relevant publications. Specifications would be available from June 12, 2023 to July 7, 2023. The bids would have a returnable date of July 11, 2023. Attached is a copy of the Notice to Bidders for your review. The cost of the luminaires will be charged to Account #E 123000 (Inventory). 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=Freeport Electric,  
email=alivingston@freeportelectric.co  
m, c=US  
Date: 2023.05.19 07:59:48 -0400

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  
5/23/2023

It was moved by Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_, that the following motion be adopted:

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval to authorize the Village Clerk to advertise for the Furnishing of Standalone Solar Powered LED Roadway Luminaires, Bid #23-07-ELEC-667; and

**WHEREAS**, these luminaires will be used to maintain the Village’s street lights; the specifications cover the purchase of LED roadway luminaires for a period of one (1) year; and

**WHEREAS**, General Municipal Law §103 and the Village’s procurement policy require that the procurement of this equipment be done through competitive bidding; and

**WHEREAS**, the cost of the luminaires will be charged to Account #E 123000 (Inventory) and there are sufficient funds available 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 Notice to Bidders for the “Furnishing of Standalone Solar Powered LED Roadway Luminaires”, Bid #23-07-ELEC-667, in the Freeport Herald and other relevant publications on June 8, 2023, with the specifications available from June 12, 2023 to July 7, 2023, with a return date of July 11, 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 1/23/2023

**NOTICE TO BIDDERS**

**FURNISHING OF STANDALONE SOLAR POWERED  
LED ROADWAY LUMINAIRES  
FOR  
FREEPORT ELECTRIC  
THE INC. VILLAGE OF FREEPORT  
NASSAU COUNTY, NY**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “FURNISHING OF STANDALONE SOLAR POWERED LED ROADWAY LUMINAIRES” until 11:00 A.M. on Tuesday, July 11, 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](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Monday, June 12, 2023, until 4:00 P.M. on Friday, July 7, 2023.

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 – June 8, 2023

# VILLAGE OF FREEPORT

Nassau County, New York



## Contract and Specifications For FURNISHING OF STANDALONE SOLAR POWERED LED ROADWAY LUMINAIRES

**BID #23-07-ELEC-667**

**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**



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

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**NOTICE TO BIDDERS**

**FURNISHING OF STANDALONE SOLAR POWERED  
LED ROADWAY LUMINAIRES  
FOR  
FREEPORT ELECTRIC  
THE INC. VILLAGE OF FREEPORT  
NASSAU COUNTY, NY**

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Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – June 8, 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: “Furnishing of Standalone Solar Powered LED Roadway Luminaires”

## 2. **DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available for download from **9:00 A.M. on Monday, June 12, 2023, until 4:00 P.M. on Friday, July 7, 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 “Furnishing of Standalone Solar Powered LED Roadway Luminaires”

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](mailto: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 accepted 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. EQUAL OPPORTUNITY**

The Municipality is an Equal Opportunity employer.

**VILLAGE OF FREEPORT / FREEPORT ELECTRIC  
SPECIFICATION  
FOR  
FURNISHING OF STANDALONE SOLAR POWERED  
LED ROADWAY LUMINAIRES**

**Title:** Furnishing Of Standalone Solar Powered LED Roadway Luminaires

**Application:** These Solar Powered LED Roadway Luminaires are intended for outdoor use in the Village of Freeport independent of the electric grid.

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## **Detailed Specification**

### **1 General**

- A. This specification covers the purchase of Standalone (Electric Grid Independent) Solar (Photovoltaic or PV) powered LED (Light Emitting Diode) Luminaires over a one (1) year period. Current quantity requirements are described in Table 1, but IVF/FE reserves the right to order additional units within the one (1) year period.
- B. Each luminaire is a low voltage outdoor light fixture system whose electrical power is derived solely from photovoltaic modules used for illuminating a street, walkway, or open area. The system consists of, at a minimum, a photovoltaic (PV or Solar) module(s), storage batteries, one or more co-located LED lamps, and controls to manage the energy flow between these subassemblies. Electricity generated by the PV module will charge the battery during the day. The system will operate during periods of reduced to no sunlight, such as overnight and on cloudy days.

### **2 Codes, Standards, and Regulations**

Luminaires, LEDs, batteries, and control electronics must be certified to comply with the latest version of the following requirements (Substantially equivalent international standards may be substituted):

- FCC 47 CFR Part 15, Federal Code Of Regulation (CFR) testing standard for electronic equipment
- UL 1642 “Standard for Lithium Batteries”
- UN 38.3 “Certification for Lithium Batteries”
- UL/IEC 62133-2 “Standard for Safety for Secondary Cells and Batteries Containing Alkaline or Other Non-Acid Electrolytes - Safety Requirements for Portable Sealed Secondary Cells, and for Batteries Made from Them, for Use in Portable Applications - Part 2: Lithium Systems”
- UL 8750 “Light Emitting Diode (LED) Equipment for Use in Lighting Products”
- ANSI C78.374 “Light Emitting Diode Package Specification Sheet for General Illumination Applications”
- ANSI C136.31 “Roadway and Area Lighting Equipment – Luminaire Vibration”
- ANSI C136.37 “Solid State Light Sources Used In Roadway And Area Lighting”

### **3 Delivery, Storage, and Handling**

- A. Deliver LED fixtures, solar panels, batteries, and components carefully to avoid

breakage, bending and scoring finishes.

- B. Provide LED fixtures, solar panels, batteries, and accessories in original cartons, protected from weather.

#### **4 Standalone Solar(PV) LED Roadway Luminaires**

- A. All solar LED roadway luminaire and their components, including, but not limited to, photovoltaic modules, batteries, lamps, fuses, control electronics, and housings, shall be new, unused, and of the manufacturer's latest design and model available at the time the Contract is awarded, unless otherwise specified by a FE Engineer. All Standard Equipment shall be provided. All necessary parts not mentioned, but needed for operation of the items specified shall be supplied.
- B. General Description: A basic standalone PV roadway luminaire consists of the following subassemblies:
  - 1. Solar Panel or Photovoltaic Module(s)
  - 2. One or more collocated LED lamp(s)
  - 3. Storage Battery
  - 4. Control electronics that manage the flow of energy between subassembliesThe system is entirely self-contained and does not require any external wiring or electrical connection.
- C. Systems should use rugged and corrosion-resistant design, suitable for outdoor and wet locations. Systems should be rated for IP65 or equivalent protection for dust intrusion and moisture ingress.
- D. Luminaire shall be designed to prevent intrusion by birds, insects and environmental contaminants.
- E. The system shall be capable of mounting to vertical aluminum pole with a 3" outside diameter (O.D.)
- F. Mounting, housing, and installation hardware shall be of corrosive-resistant material.
- G. The system's nominal operating voltage shall not exceed 30 volts.
- H. Nominal Power Rating: 100 W
- I. Lifecycle Rating: At least 50,000 hours
- J. Photovoltaic (PV) Module(s):
  - 1. PV module(s) should be made of monocrystalline silicon.
  - 2. PV module(s) should be high efficiency and made of high quality materials.
  - 3. The size and power output of the PV module should be large enough so that the system can fully charge in one typical full sun day.
- K. LED Lamp:
  - 1. LED luminaires should be made of high quality materials, have a long lifespan and be high efficiency.
  - 2. Lumen Output: 8,000 – 10,000 lm

3. Correlated Color Temperature (CCT) and Color Rendering Index (CRI):
  - a. CCT = 5000K – 6000K
  - b. CRI  $\geq$  80
- L. Storage Battery:
  1. Battery Chemistry: Lithium Ion
  2. Rated Cycle Life: 1500
  3. The storage batteries capacity should be large enough to power the system for a minimum of 12 hours under full power.
  4. Storage battery shall be replaceable by FE staff.
- M. Control Electronics
  1. Maximum Power Point Tracking (MPPT): The controller should utilize MPPT where the controller compares the output of the solar panel and the charge level of the battery and adjusts the output of the solar panel to optimize the charging rate of the battery, increasing overall system efficiency.
  2. Photosensitive Control: The system should automatically detect the ambient light level and automatically turn on the LED luminaire when the level drops below a certain threshold. The threshold should be adjustable by FE personnel.
  3. Motion Sensor: The system must include a motion sensor device or module that can detect motion by a human within the system's range. If motion is not detected for a period of time then the LED lamp should dim, upon sensing motion the LED lamp should brighten. The parameters of dimming level and time active should be programmable by FE staff after installation and instructions on programing the system should be provided on delivery.

## 5 Warranty

All components and subassemblies excluding storage batteries and including, but not limited to, PV modules, LED luminaires, and control electronics shall be **STANDARD** warranted by the systems manufacturer for a minimum of three (3) years. Extended warranties not accepted. Fixture finish shall be warranted by the luminaire's manufacturer for a minimum of three (3) years, and includes shipping costs to repair/replace defective fixtures.

## 6 Delivery

Items shall be delivered during regular working hours on low-boy trailer or trailers to Village of Freeport Electric Department Stores, 220 West Sunrise Highway, Freeport, N.Y. 11520 within seventy-five (75) calendar days after award of contract. FE reserves the right to purchase systems from outside vendor if Bidder cannot deliver order within the above-mentioned seventy-five (75) calendar days.

**7      Pricing**

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 thirty (30) days after receipt of bids. Deliveries beyond the quoted lead time will be subject to escalation based upon material price index.

**8      Payment**

Payment shall be made within sixty (60) days after receipt of goods and invoice by purchaser.

**9      Exceptions**

Exceptions to the specification must be itemized and listed 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 in writing, FE will assume supplier is providing full and 100% compliance to this specification.

**10     Table #1 – Vendor Quotation Submittal – Solar LED Luminaires**

Item – Solar LED Luminaire as described or equivalent

<u>QUANTITY</u>	<u>FIRST DELIVERY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
75	ASAP		

**PROPOSAL**  
**FURNISHING OF STANDALONE SOLAR POWERED**  
**LED ROADWAY LUMINAIRES**

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.

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: \_\_\_\_\_

BID PROPOSAL

**FURNISHING OF STANDALONE SOLAR POWERED  
LED ROADWAY LUMINAIRES**

as per specifications, or equal

NAME OF BIDDER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
MAILING ADDRESS/P.O. BOX \_\_\_\_\_  
TELEPHONE NO. (    ) \_\_\_\_\_  
FAX NO. \_\_\_\_\_  
EMAIL \_\_\_\_\_

PURSUANT TO AND IN COMPLIANCE WITH THE ADVERTISEMENT FOR BIDS AND THE INSTRUCTIONS TO BIDDERS RELATING HERETO, THE UNDERSIGNED, AS A BIDDER, PROPOSES AND AGREES, IF THIS PROPOSAL IS ACCEPTED, TO FURNISH PRODUCT/MERCHANDISE AS REQUIRED BY THE MANNER THEREIN PRESCRIBED BY THE PURCHASER PRIOR TO THE OPENING OF BIDS.

TO FURNISH THE PRODUCT/MERCHANDISE AS SPECIFIED, THE TOTAL NET SUM TO BE:

\_\_\_\_\_ \$ \_\_\_\_\_  
(Write Total Amount in Words)

THIS BID MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR OPENING OF BIDS.

\_\_\_\_\_  
(Signature of Bidder) (Title) (Date)

\_\_\_\_\_  
(Print or Type Name) (Telephone)

NOTE: PROPOSAL SHALL BE MADE ON THE PROPER FORMS PROVIDED FOR THAT PURPOSE. THE COMPLETE DOCUMENTS SHALL BE SUBMITTED. BIDS SUBMITTED IN ANY OTHER FORM OR UNDER CONDITIONS OTHER THAN SPECIFIED, MAY BE CONSIDERED INFORMAL AND MAY BE REJECTED.



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

**Date:** May 26, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Request to Subscribe to eReliability Tracker

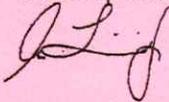
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Attached for your review is information about eReliability Tracker. This web based software released by the American Public Power Association (APPA) provides public power utilities with a way to collect, categorize and summarize their outage information. A three year subscription versus an annual subscription would result in a total savings of \$454.00 over three years. As such, I am requesting that the Utility renew the software subscription at a cost of \$680.00 for three years. There was no increase in price. The software features include:

- Utility customer information stored on outage form for editing on an outage-by-outage basis.
- Dynamic linking of substations and circuits throughout the system.
- Monthly reports with historical outage statistics.
- An annual national reliability report based on the software data.
- Availability to an unlimited number of users.

The Utility has been using this software for the past few years and is satisfied with its performance. The eReliability Tracker subscription is the most cost effective way to upgrade our system as similar professional software is expensive to purchase and maintain. Utilization of the eReliability Tracker results in improved customer service and more efficient utility operation.

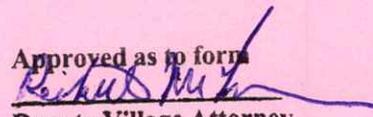
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve the renewal of the eReliability Tracker software subscription for three years (from March 1, 2023 to February 28, 2026) at a cost of \$680.00. The cost of this software will be charged to E 7414500 574000 (Misc. Distribution Expense). There are sufficient funds available for this purchase.



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  
  
Deputy Village Attorney

It was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved that the following motion be adopted:

**WHEREAS**, the Village of Freeport's Electric Utility wishes to renew its subscription to eReliability Tracker, which is a web-based software released by the American Public Power Association (APPA), 2451 Crystal Drive, Suite 1000, Arlington, VA 22202-4804, which provides public power utilities with a way to collect, categorize, and summarize their outage information; and

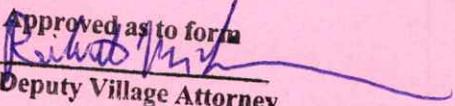
**WHEREAS**, the cost of a three-year subscription is \$680.00 (a total savings of \$454.00 over three years verses an annual subscription); and

**WHEREAS**, the cost of this software will be charged to E 7414500 574000 (Misc. Distribution Expense) and there are sufficient funds available for this service; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to execute any and all documentation necessary to subscribe eReliability Tracker by the American Public Power Association (APPA), 2451 Crystal Drive, Suite 1000, Arlington, VA 22202-4804, for a period of three years retroactive to March 1, 2023 through February 28, 2026 at a total cost of \$680.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities July 14, 2020  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 13, 2020:

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

**WHEREAS**, the Village of Freeport’s Electric Utility wishes to renew its subscription to eReliability Tracker, which is a web-based software which provides public power utilities with a way to collect, categorize, and summarize their outage information; and

**WHEREAS**, the cost of a 3 year subscription is \$680.40, a \$69.60 savings over three years versus an annual subscription; and

**WHEREAS**, the funds will come from budget line E7815620 578100 (IT Supplies & Equipment/Electric) and there are sufficient funds available for this service; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to execute any and all documentation necessary to subscribe eReliability Tracker for a period of three years retroactive to March 1, 2020 at a total cost of \$680.40.

The Clerk polled the Board as follows:

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

cc:

---

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Recreation 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> Deputy Treasurer
<u>    </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Deputy Village 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	



**Order**

Date: Nov 15, 2022  
Sales Order #: 000144394  
Total: \$680.00  
Customer: Freeport Electric

**From** 2451 Crystal Drive  
Suite 1000  
Arlington, VA 22202-4804  
202/467-2900  
finance@publicpower.org

**To Billing Address**  
Freeport Electric  
Donna Barr  
Secretary  
220 W Sunrise Hwy  
Freeport, New York 11520-3352  
United States

**Shipping Address**  
Freeport Electric  
Donna Barr  
220 W Sunrise Hwy  
Freeport, New York 11520-3352  
United States

Line Item	List Price	Discount	Sale Price	Quantity	Total
eReliability Tracker Subscription- 3/1/2023 to 2/28/2026	\$1,134.00	\$454.00	\$680.00	1	\$680.00
<b>Subtotal</b>					\$680.00
<b>Total</b>					\$680.00

**Balance Due** \$680.00

Please make checks payable to:  
American Public Power Association  
Tax ID: 53-0026315  
PO Box 418617  
Boston, MA 02241-8617

**For Credit Card Payments:**

Please login to your profile at [www.publicpower.org](http://www.publicpower.org). On your profile page, locate your order via the "Orders" link. Select the order to pay and click "Pay".

Payments can be made via ACH by contacting [finance@publicpower.org](mailto:finance@publicpower.org)

**Correspondence Address**

The secure fax number (202) 495-7467 and email address [finance@publicpower.org](mailto:finance@publicpower.org).

Please include a copy of this invoice with your payment.

**FREEPORT FIRE DEPARTMENT**

**15 BROADWAY**

**FREEPORT, NEW YORK 11520**

May 26, 2023

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

Re: New Member of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

**Richard D Limone – H1**

Thank you for your courtesy and consideration herein.

Very truly yours,

*Jerry Cardoso*

Jerry Cardoso  
Secretary to the Fire Council  
Freeport Fire Department

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

**To: Mayor Robert T. Kennedy**

**From: Conor Kirwan- Executive Director of Human Resources**

**Date: May 17, 2023**

**RE: Consulting Agreement – Michael Jockers**

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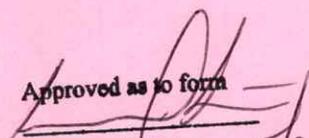
Attached please find a consulting agreement with Michael Jockers, 521 Syracuse Ave, Massapequa, NY 11758 effective retroactive to May 4, 2023 through February 29, 2024. The agreement provides for consulting services, performed in relation to the operation of the Village's Strategic Operations Command room.

The services will be billed at the hourly rate of \$25.00 per hour. The cost of this contract will be charged to A312001 510300. There is sufficient funding available to cover the cost of this agreement.

If this meets with your approval please place this on the next available Board agenda in executive session to approve this agreement.



Conor Kirwan

Approved as to form  
Village Attorney  5/23/2023

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

**WHEREAS**, the Village of Freeport requires a consultant for services, performed in relation to the operation of the Village's Strategic Operations Command room; and

**WHEREAS**, the Village is requesting a personal services agreement with Michael Jockers, 521 Syracuse Avenue, Massapequa, NY 11758 effective retroactive to May 4, 2023 through February 29, 2024; 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 services will be billed at the hourly rate of \$25.00 per hour; and

**WHEREAS**, the cost of this contract will be charged to A312001 510300 and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be and hereby is authorized to execute any documentation necessary to effectuate a Personal Services Agreement with Michael Jockers, 521 Syracuse Avenue, Massapequa, NY 11758, effective retroactive to May 4, 2023 through February 29, 2024, at the hourly rate of \$25.00 per hour.

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

5/23/2023

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: Conor Kirwan, Executive Director of Human Resources May 24, 2022  
FROM: Pamela Walsh Boeing, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 23, 2022:

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

**WHEREAS**, the Village of Freeport requires a consultant for services, performed in relation to the operation of the Village's Strategic Operations Command room; and

**WHEREAS**, the Village is requesting a personal services agreement with Michael Jockers, 521 Syracuse Ave., Massapequa, NY 11758 effective retroactive May 4, 2022 through May 4, 2023; 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 services will be billed at the hourly rate of \$25.00 per hour; and

**WHEREAS**, the cost of this contract will be charged to A312004 545700 (Police – Non-employee salaries) and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a personal services agreement with Michael Jockers, 521 Syracuse Ave., Massapequa, NY 11758 effective retroactive May 4, 2022 through May 4, 2023 at the hourly rate of \$25.00 per hour.

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

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Michael Jockers**

**May 4, 2023 through February 29, 2024**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 31 day of MAY, ~~2019~~ 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 Michael Jockers, located at 521 Syracuse Ave, Massapequa, NY 11758 (hereinafter referred to as "Jockers"):

### WITNESSETH:

WHEREAS, Jockers, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its LPR Program from time to time, in particular the coordination of a Police Department plan, and,

WHEREAS, Jockers, 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 Jockers as an independent contractor, and Jockers 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 May 4, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon five (5) days written notice to Jockers.

3. Compensation.

For all services rendered by Jockers under this Agreement, the IVF shall pay a fee not to exceed \$26,000 for the length of this contract. All services to IVF shall be billed on a monthly at a rate of \$25.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Jockers and submitted to the Police Department for processing.

4. Duties

Jockers shall provide the following services to IVF:

Assist in the operation and analysis of data gathered by the License Plate Reader (LPR) program. Assist in the location of village parking scofflaws. Assist in the management of found property and evidence. Manage impounded vehicles and coordinate their release.

5. Extent of Services.

Jockers shall devote such time, attention and energies to the IVF as is required. Jockers 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.

6. No Participation.

Jockers acknowledges and agrees that this contract shall not give or extend to Jockers 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 to Jockers under the terms of this Agreement.

7. Death or Disability

If due to disability or prolonged illness (more than 30 consecutive days) Jockers is unable to perform the services required hereunder, IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to Jockers.

8. Assignment.

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

9. 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 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

Michael Jockers  
521 Syracuse Ave  
Massapequa, NY 11758

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

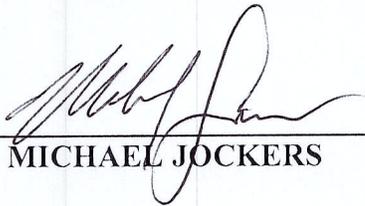
16. Disclosure.

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

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**

  
\_\_\_\_\_  
**MICHAEL JOCKERS**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**HOWARD E. COLTON**  
Village Attorney

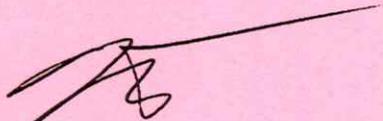
**INTER-DEPARTMENT CORRESPONDENCE**  
**FREEPORT POLICE DEPARTMENT**

**TO:** Robert T Kennedy, Mayor  
**FROM:** Michael Smith, Chief of Police  
**DATE:** 05/25/2023  
**RE:** RFP for Cameras and Server

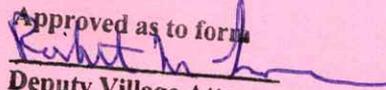
This is to request approval for submittal of RFP for Cameras and all needed accessories. The Village has been awarded a grant from FEMA which will be utilized to purchase cameras and a server. The cameras will be used to record areas of Cow Meadow Park. Quotes have been sought for the equipment, licenses and storage and the department has determined that the best way to proceed is to seek an RFP. It is requested that the village advertise the above proposal in the Freeport Leader and other related publications on June 8<sup>th</sup>, 2023.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, and 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, [www.freeportny.gov](http://www.freeportny.gov), from 9:00 a.m. on Monday, June 12, 2023 until 4:00 p.m. Friday, June 23, 2023.

Completed proposals are to be delivered to Ms. Kim Weltner, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. All proposals must be received by 4:00 p.m. Friday, June 23, 2023.



Michael Smith  
Chief of Police

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**, the Village was awarded a Critical Infrastructure Grant from the Federal Emergency Management Agency (FEMA), which will be utilized to purchase cameras and a server to be used to record areas of Cow Meadow Park; and

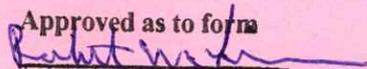
**WHEREAS**, the Police Department is requesting Board approval to authorize the Village Clerk to publish a Request for Proposal Cameras and Server for Cow Meadow Park; and

**WHEREAS**, this project will be charged to A312002 520103 – unexpected expense - equipment, until the reimbursement is completed; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Freeport Chief of Police, the Village Clerk be and hereby is authorized to publish a “Request for Proposal Cameras and Server for Cow Meadow Park” in the Freeport Leader and other relevant publications of general circulation on June 8, 2023 with specifications available from June 12, 2023 through June 23, 2023 and a return date of June 23, 2022.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**REQUEST FOR PROPOSAL**  
**CAMERAS AND SERVER**  
**For**

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

The Incorporated Village of Freeport is hereby requesting proposals for, accompanying equipment, as well as a server store the footage from the cameras.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, and 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, [www.freeportny.gov](http://www.freeportny.gov), from 9:00 a.m. on Monday, June 12, 2023 until 4:00 p.m. Friday, June 23, 2023.

Completed proposals are to be delivered to Ms. Kim Weltner, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. **All proposals must be received by 4:00 p.m. Friday, June 23, 2023.**

The Board reserves the right to reject any or all proposals received. In submitting a proposal, Vendors agree not to withdraw their proposal within forty-five (45) days after the date required to submit.

The Incorporated Village of Freeport is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – June 06, 2023

# VILLAGE OF FREEPORT

Nassau County, New York



## REQUEST FOR PROPOSAL

## CAMERAS AND SERVER FOR COW MEADOW PARK

MAYOR  
ROBERT T. KENNEDY

### TRUSTEES

RONALD ELLERBE  
EVETTE SANCHEZ

JORGE MARTINEZ  
CHRISTOPHER SQUERI

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

Kim Weltner, Purchasing Agent

Final proposals must be received at the Purchasing Department by  
4:00p.m. Friday, June 23, 2023

## **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  
Cameras and Server for Cow Meadow Park  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520**

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

The Incorporated 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 Incorporated 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.

## **2. Terms of Contract**

The term of the agreement will be for five years.

Based upon the Purchasing Agent's review of the proposals received, the Incorporated Village of Freeport will select its preferred proposal and proceed to contract negotiations. If negotiations are not successful with the party who submitted the preferred proposal, the Village may negotiate with the next party regarding its proposal, or decide to make no selection.

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 Incorporated Village of Freeport.

The Incorporated 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.

### **3. Schedule**

Any questions related to this RFP shall be submitted in writing.

Proposals must be submitted no later than 4:00 p.m. on June 23, 2023. All submitted proposals must arrive at the office of the Purchasing Department, Incorporated Village of Freeport Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at or before 4:00 P.M. on this date. Proposals must arrive in a sealed and clearly labeled enclosure.

### **4. Official Contact**

Proposals are due no later than 4:00 p.m. on June 23, 2023. Each proposal should be sealed and addressed to:

**Inc. Village of Freeport  
Attn: Kim Weltner  
Cameras and Server for Cow Meadow Park  
46 North Ocean Avenue  
Freeport, NY 11520**

Any questions should be directed via e-mail to:

Nicholas Giovanniello  
Police Officer  
N.Giovanniello@freeportpolice.org

### **5. Selection**

The review and selection of valid and on-time proposals will be undertaken by the Incorporated Village of Freeport.

The Incorporated Village of Freeport reserves the right to reject any proposal received.

### **6. Scope of Services**

Proposals must meet the following criteria:

- License Plate Reader camera that captures vehicles entering and leaving the parking lot of location
- Thermal camera(s) that can alert system when people enter the marsh area along the southern and eastern sides of the park
- Camera coverage around the building just east of the main parking lot
- Camera coverage of the area near the marsh straight south of the main lot

- Camera coverage of the softball field
- All equipment must be compatible with existing Avigilon system
- Installation of equipment
- Server to store data for period of 60 days

**7. Report Requirements**

None

**8. Subletting or Assigning the Contract**

Pursuant to §109 of the General Municipal Law of the State of New York, no Vendor 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 Village of Freeport.

**Experience Requirements and Questionnaire**

Vendor providing service to the Incorporated Village of Freeport must have a minimum of seven (7) years of verifiable experience in handling same or similar services as outlined in Section 6 - Scope of Services and answer all of the following questions:

A. How many years has your organization been in the business under your present business name? \_\_\_\_\_

B. What organizations has your company completed projects for?

Name	Address	Phone	Owner
_____			

Contract Amount \_\_\_\_\_

Type of Work: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Name	Address	Phone	Owner
_____			

Contract Amount \_\_\_\_\_

Type of Work \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Name	Address	Phone	Owner
<hr/>			
Contract Amount <hr/>			
Type of Work <hr/>			
Date of Completion: <hr/>			

A. Does the business currently have any litigation pending, if so, list dates and names of parties involved.

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B. For what government agencies including states, cities, counties, or villages have you performed work, and to whom do you refer?

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**9. Non-Collusive Proposal Certification**

By submission of this RFP, 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:

- A. The prices in this proposal have been arrived at independently without collusion,
- B. 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;
- C. 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.
- D. That all requirements of law including mandatory provisions as to non-collusive proposal have been complied with.

## **10. Withdrawal**

A proposal already received may be withdrawn from consideration by the Incorporated 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. No withdrawal will be made within 45 days of submission.

## **11. Confidentiality**

The Vendor acknowledges that in performing services for the Village of Freeport, the Vendor may develop, have access to, or directly or indirectly be exposed to, information of a proprietary and confidential nature, including information that is designated proprietary or confidential or that any reasonable person would regard as such based on the nature or source of the information. Vendor shall keep confidential and not disclose any such information or the terms of this agreement to any third party, and upon termination of this agreement, the Vendor shall promptly return to the Village any confidential information in the Vendor's possession. The provisions of this paragraph shall survive any termination of this agreement.

## **12. Proposal**

Submit **original** proposal and **(2) two hard copies** of your proposal to the Incorporated Village of Freeport's Purchasing Agent, Kim Weltner and provide the pricing for the following projects:

### **NOTES:**

1. The Incorporated Village of Freeport reserves the right to include or delete any one of the items from the contract or adjust the contract amount accordingly.
2. The Vendor is hereby forewarned that the Village reserves the right to reject any proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.

### **Pricing**

Please include a quote for all items listed in the scope of services.

## **13. 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. The 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. The 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 Incorporated 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;

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 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

**INTER-DEPARTMENT CORRESPONDENCE**  
**FREEPORT POLICE DEPARTMENT**

**TO:** Robert T Kennedy, Mayor  
**FROM:** Michael Smith, Chief of Police  
**DATE:** 05/09/2023  
**RE:** ESP Remote Monitoring and Management of Workstations

This is to request the approval of the purchase of the ESP Remote Monitoring and Management of Police Dept workstations. ESP is a Network Management tool which allows PD Technical Services Unit to monitor all workstations, including those in vehicles. This tool generates notifications for system alerts, failure notifications and provides remote connectivity for troubleshooting, patch management, and the ability to install applications across multiple systems easily from a single workstation.

This contract will be in effect from 3/1/2023 to 2/29/2024.

The total cost for this contract is \$15,120 and is budgeted in account A312004 542800- Service Contracts.

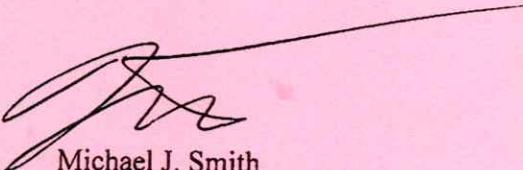
SourcePass is located at 1895 Walt Whitman Rd, Melville NY 11747. The contact person is Lisa Guerin, 631-306-1027, lguerin@sourcepass.com.

SourcePass, formerly known as Total Technology Solutions, has been on contract for consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years. SourcePass is New York Criminal Justice Information Systems (CJIS) certified. This certification mandates that all employees are fingerprinted and have had background checks completed. This ensures the security that is needed when accessing a sensitive law enforcement network.

Should you have any questions or require additional information, please contact me at your convenience.

Approved as to form

Village Attorney

  
Michael J. Smith  
Chief of Police

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

**WHEREAS**, the Freeport Police Department maintains network servers which require periodic maintenance; and

**WHEREAS**, the Freeport Police Department requests the approval of purchase for the ESP Remote Monitoring and Management of Police Department workstations; and

**WHEREAS**, ESP is a Network Management tool which allows PD Technical Services Unit to monitor all workstations, including those in vehicles; and

**WHEREAS**, Total Technology Solutions, now known as SourcePass, 1895 Walt Whitman Road, Melville, New York 11747, has been on contract for network security, consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years; and

**WHEREAS**, this contract will be for a term retroactive to March 1, 2023 through February 29, 2024 for a total cost of \$15,120.00; and

**WHEREAS**, this service contract is budgeted in account A312004 542800; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Chief of Police, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a purchase contract between the Village of Freeport and SourcePass, 1895 Walt Whitman Road, Melville, New York 11747, for a not-to-exceed cost of \$15,120.00 for a term retroactive to March 1, 2023 through February 29, 2024

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez  
Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING  
VOTING  
VOTING

Approved as to form  
Village Attorney  
5/23/2023

# SOURCEPASS

Total Technology  
Solutions Powered by  
Sourcepass

Sourcepass Total  
PO Box 248  
East Northport, 11731  
(877) 678-8080

<b>Date</b>	<b>Invoice</b>
03/01/2023	165097
<b>Account</b>	
Freeport PD	

<b>Bill To:</b>
Freeport Police Department Attn: Nick Giovanniello 40 North Ocean Ave Freeport, NY 11520 United States

<b>Ship To</b>
Freeport Police Department 40 North Ocean Ave Freeport, NY 11520 United States

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 days	03/31/2023		Annual Billing for 2023-2024

Other Charges	Quantity	Price	Amount
Agreement ESP Console - Desktops/Notebooks			
MSP-TT-Managed Desktop: Annual MSP Console - Remote monitoring and management of Workstations for FPD IT Dept. - Agents installed on all workstations - Network Management tool for FPD IT Department to manage all workstations that includes system alerts and failure notifications, remote connectivity for troubleshooting, patch management.	63.00	240.00	15,120.00
<p>"TOTAL TECHNOLOGY SOLUTIONS IS NOW SOURCEPASS"</p> <p>Payment is due based upon terms above. Upon commencement of legal proceedings for failure to make payment in full as required, an additional 25% of the sum owed shall be due and payable as and for legal fees</p> <p>PLEASE NOTE OUR NEW REMIT ADDRESS SOURCEPASS PO BOX 248 EAST NORTHPORT, NY 11731</p>			
<b>Invoice Subtotal:</b>			15,120.00
<b>Sales tax Exempt:</b>			0.00
<b>Invoice Total:</b>			15,120.00
<b>Payments:</b>			0.00
<b>Credits:</b>			0.00
<b>Balance Due:</b>			15,120.00

Accounts not paid within Terms are subject to an 15% annual finance charge.

**INTER-DEPARTMENT CORRESPONDENCE**

**FREEPORT POLICE DEPARTMENT**

**TO:** Robert T Kennedy, Mayor  
**FROM:** Michael Smith, Chief of Police  
**DATE:** 05/18/2023  
**RE:** SourcePass, Datto

This is to request the renewal of Datto Business Continuity Services with SourcePass. Datto Services include 4TB Cloud Backup of all network servers for disaster recovery, along with monitoring, management, support, and licensing provided by SourcePass.

This contract will be in effect from 3/1/2023 to 2/29/2024.

The total cost for this contract is \$9,228.00 and is budgeted in account A312004 542800- Service Contracts. There is no difference in the cost of this contract from last year.

SourcePass is located at 1895 Walt Whitman Rd, Melville NY 11747. The contact person is Lisa Guerin, 631-306-1027, [lguerin@sourcepass.com](mailto:lguerin@sourcepass.com).

SourcePass, formally known as Total Technology Solutions, has been on contract for consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years. SourcePass is New York Criminal Justice Information Systems (CJIS) certified. This certification mandates that all employees are fingerprinted and have had background checks completed. This ensures the security that is needed when accessing a sensitive law enforcement network.

Should you have any questions or require additional information, please contact me at your convenience.



Michael Smith

Chief of Police

Approved as to form  
Village Attorney  
5/23/2023

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

**WHEREAS**, on March 27, 2017, the Board approved the purchase of a network backup system and annual service agreement for the Freeport Police Department with Total Technology Solutions, for “Datto” cloud backup and disaster recovery for multiple network servers, including monitoring, management, support, and associated licenses for Datto; and

**WHEREAS**, Total Technology Solutions, now known as SourcePass, 1895 Walt Whitman Road, Melville, New York, 11747, has been on contract for network security, consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years; and

**WHEREAS**, this contract will be in effect retroactively from March 1, 2023 to February 29, 2024; and

**WHEREAS**, the total cost for this contract is \$9,228.00, with no increase in the cost of this contract from last year; and

**WHEREAS**, the total cost is budgeted in account A312004 542800 – Service Contracts; and

**NOW, THEREFORE, BE IT RESOLVED**, that based upon the recommendation of the Chief of Police, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a renewal of the annual service agreement for the network backup system between the Village of Freeport and SourcePass, 1895 Walt Whitman Road, Melville, New York 11747, for a not-to-exceed cost of \$9,228.00 for a term of one year, effective retroactively from March 1, 2023 to 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

5/23/2023

# SOURCEPASS

**Total Technology  
Solutions Powered by  
Sourcepass**

**Sourcepass Total  
PO Box 248  
East Northport, 11731  
(877) 678-8080**

<b>Date</b>	<b>Invoice</b>
03/01/2023	163605
<b>Account</b>	
Freeport PD	

<b>Bill To:</b> Freeport Police Department Attn: Nick Giovanniello 40 North Ocean Ave Freeport, NY 11520 United States
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<b>Ship To</b> Freeport Police Department 40 North Ocean Ave Freeport, NY 11520 United States
---

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Net 30 days	03/31/2023		Annual Billing for 2023-2024

Other Charges	Quantity	Price	Amount
Agreement Datto - Siris 4 Professional 4T - Annual			
Datto - Service - Rental: BDR Continuity Server Complete End to end Management of backups Block - Level Encryption Continuous Data Fully Managed and Monitored Cloud Replication Off-site Virtualization	12.00	769.00	9,228.00
<b>"TOTAL TECHNOLOGY SOLUTIONS IS NOW SOURCEPASS"</b>		<b>Invoice Subtotal:</b>	9,228.00
		<b>Sales tax Exempt:</b>	0.00
Payment is due based upon terms above. Upon commencement of legal proceedings for failure to make payment in full as required, an additional 25% of the sum owed shall be due and payable as and for legal fees  PLEASE NOTE OUR NEW REMIT ADDRESS SOURCEPASS PO BOX 248 EAST NORTHPORT, NY 11731		<b>Invoice Total:</b>	<b>9,228.00</b>
		<b>Payments:</b>	0.00
		<b>Credits:</b>	0.00
		<b>Balance Due:</b>	<b>9,228.00</b>

Accounts not paid within Terms are subject to an 15% annual finance charge.

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: Michael J. Smith, Chief of Police March 1, 2022  
FROM: Lisa DeBourg, Deputy Village Clerk

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

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

**WHEREAS**, on March 27, 2017, the Board approved the purchase of a network backup system and annual service agreement for the Freeport Police Department with Total Technology Solutions, for "Datto" cloud backup and disaster recovery for multiple network servers, including monitoring, management, support, and associated licenses for Datto; and

**WHEREAS**, Total Technology Solutions, 1895 Walt Whitman Road, Melville, New York, 11747, formerly known as Total Computer has been on contract for network security, consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years; and

**WHEREAS**, this contract will be in effect from March 1, 2022 to February 28, 2023; and

**WHEREAS**, the total cost for this contract is \$9,228.00, an increase of \$1,678 in the cost of this contract from last year; and

**WHEREAS**, the total cost is budgeted in account A312004 542800 – Service Contracts; and

**NOW, THEREFORE, BE IT RESOLVED**, that based upon the recommendation of the Chief of Police, the Mayor be and hereby is authorized to sign any documentation necessary to effectuate renewal of the annual service agreement for the network backup system between the Village of Freeport and Total Technology Solutions, with offices at 1895 Walt Whitman Road, Melville, New York, 11747, for a not-to-exceed cost of \$9,228.00 for a term of one year, beginning March 1, 2022 and ending February 28, 2023.

The Clerk polled the Board as follows:

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

**INTER-DEPARTMENT CORRESPONDENCE**  
**FREEPORT POLICE DEPARTMENT**

**TO:** Robert T Kennedy, Mayor  
**FROM:** Michael Smith, Chief of Police  
**DATE:** 05/18/2023  
**RE:** SourcePass, Service Contract

This is to request the renewal of a service contract with SourcePass, for maintenance and support of multiple network servers and related network equipment. It provides for a service response time of four (4) hours in the event of an emergency, 24 hours a day, 7 days a week.

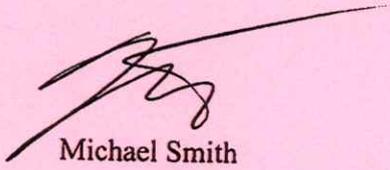
This contract will be in effect from 3/1/2023 to 2/29/2024.

The total cost for this contract is \$18,154.00 and is budgeted in account A312004 542800- Service Contracts. There has been an increase of \$3,636 in the cost of this contract since last year.

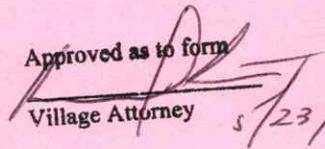
SourcePass is located at 1895 Walt Whitman Rd, Melville NY 11747. The contact person is Lisa Guerin, 631-306-1027, lguerin@sourcepass.com.

SourcePass, formerly known as Total Technology Solutions, has been on contract for consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years. SourcePass is New York Criminal Justice Information Systems (CJIS) certified. This certification mandates that all employees are fingerprinted and have had background checks completed. This ensures the security that is needed when accessing a sensitive law enforcement network.

Should you have any questions or require additional information, please contact me at your convenience.



Michael Smith  
Chief of Police

Approved as to form  
  
Village Attorney 5/23/2023

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

**WHEREAS**, the Freeport Police Department maintains network servers which require periodic maintenance; and

**WHEREAS**, the Freeport Police Department requests the approval of the service contract with Total Technology Solutions, now known as SourcePass, for support of multiple network servers, related network equipment and maintenance issues providing a service response time of four (4) hours in the event of an emergency, 24 hours a day, 7 days a week; and

**WHEREAS**, SourcePass, 1895 Walt Whitman Road, Melville, New York, 11747, has been on contract for network security, consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years; and

**WHEREAS**, this contract will be in effect retroactively from March 1, 2023 to February 29, 2024 for a total cost of \$18,154.00, an increase of \$3,636 in the cost of this contract since last year; and

**WHEREAS**, this service contract is budgeted in account A312004 542800- Service Contracts; and

**NOW, THEREFORE, BE IT RESOLVED**, that based upon the recommendation of the Chief of Police, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a service contract between the Village of Freeport and SourcePass, 1895 Walt Whitman Road, Melville, New York 11747, for a not-to-exceed cost of \$18,154.00 for a term effect retroactively from March 1, 2023 to 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 5/23/2023

# SOURCEPASS

## Total Technology Solutions Powered by Sourcepass

Sourcepass Total  
 PO Box 248  
 East Northport, 11731  
 (877) 678-8080

Date	Invoice
03/01/2023	163604
Account	
Freeport PD	

Bill To:
Freeport Police Department Attn: Nick Giovanniello 40 North Ocean Ave Freeport, NY 11520 United States

Ship To
Freeport Police Department 40 North Ocean Ave Freeport, NY 11520 United States

Terms	Due Date	PO Number	Reference
Net 30 days	03/31/2023		Annual Billing for 2023-2024

Other Charges	Quantity	Price	Amount
Agreement ESP Service Agreement - Response Contract w7x24 - Annual			
MSP-TT-SCA: ESP Annual Service Agreement	1.00	12,130.00	12,130.00
MSP-TT-After Hours Support: ESP Managed Services - Emergency After Hours 24x7 Support	1.00	0.00	0.00
MSP-TT-Managed Server: ESP Managed Server	9.00	0.00	0.00
MSP-TT-Managed Desktop: ESP Managed Desktop / Notebook	71.00	0.00	0.00
"TOTAL TECHNOLOGY SOLUTIONS IS NOW SOURCEPASS"  Payment is due based upon terms above. Upon commencement of legal proceedings for failure to make payment in full as required, an additional 25% of the sum owed shall be due and payable as and for legal fees  PLEASE NOTE OUR NEW REMIT ADDRESS SOURCEPASS PO BOX 248 EAST NORTHPORT, NY 11731	<b>Invoice Subtotal:</b>		12,130.00
	<b>Sales tax Exempt:</b>		0.00
	<b>Invoice Total:</b>		12,130.00
	<b>Payments:</b>		0.00
	<b>Credits:</b>		0.00
	<b>Balance Due:</b>		12,130.00

Accounts not paid within Terms are subject to an 15% annual finance charge.

# SOURCEPASS

## Total Technology Solutions Powered by Sourcepass

Sourcepass Total  
 PO Box 248  
 East Northport, 11731  
 (877) 678-8080

Date	Invoice
03/01/2023	165096
Account	
Freeport PD	

**Bill To:**  
 Freeport Police Department  
 Attn: Nick Giovanniello  
 40 North Ocean Ave  
 Freeport, NY 11520  
 United States

**Ship To**  
 Freeport Police Department  
 40 North Ocean Ave  
 Freeport, NY 11520  
 United States

Terms	Due Date	PO Number	Reference
Net 30 days	03/31/2023		Annual Billing for 2023-2024

Other Charges	Quantity	Price	Amount
Miscellaneous Invoice			
Agreement: ESP Monitoring - Servers w/Auvik/AV			
MSP-TT-S1-AV ATP: ESP Antivirus S1 Advanced Threat Protection	4.00	72.00	288.00
MSP-TT-S1-AV ATP: ESP Antivirus S1 Advanced Threat Protection	63.00	72.00	4,536.00
Auvik - Per Device: Billable devices: Firewalls/Routers, Switches, Wireless Controllers. Monthly invoicing based on billable device count as of 1st of month.	4.00	300.00	1,200.00

"TOTAL TECHNOLOGY SOLUTIONS IS NOW SOURCEPASS"  Payment is due based upon terms above. Upon commencement of legal proceedings for failure to make payment in full as required, an additional 25% of the sum owed shall be due and payable as and for legal fees  PLEASE NOTE OUR NEW REMIT ADDRESS SOURCEPASS PO BOX 248 EAST NORTHPORT, NY 11731	<b>Invoice Subtotal:</b>	6,024.00
	<b>Sales tax Exempt:</b>	0.00
	<b>Invoice Total:</b>	6,024.00
	<b>Payments:</b>	0.00
	<b>Credits:</b>	0.00
	<b>Balance Due:</b>	6,024.00

Accounts not paid within Terms are subject to an 15% annual finance charge.

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: Michael J. Smith, Chief of Police March 1, 2022  
FROM: Lisa DeBourg, Deputy Village Clerk

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

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

**WHEREAS**, the Freeport Police Department maintains network servers which require periodic maintenance; and

**WHEREAS**, the Freeport Police Department requests the approval of the service contract with Total Technology Solutions, for support of multiple network servers, related network equipment and maintenance issues providing a service response time of four (4) hours in the event of an emergency, 24 hours a day, 7 days a week; and

**WHEREAS**, Total Technology Solutions, 1895 Walt Whitman Road, Melville, New York, 11747, formerly known as Total Computer has been on contract for network security, consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years; and

**WHEREAS**, this contract will be in effect from March 1, 2022 to February 28, 2023 for a total cost of \$14,518.00, an increase of \$1,188 in the cost of this contract since last year; and

**WHEREAS**, this service contract is budgeted in account A312004 542800; and

**NOW, THEREFORE, BE IT RESOLVED**, that based upon the recommendation of the Chief of Police, the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a service contract between the Village of Freeport and Total Technology Solutions, with offices at 1895 Walt Whitman Road, Melville, New York, 11747, for a not-to-exceed cost of \$14,518.00 for a term of one year, beginning March 1, 2022 and ending February 28, 2023.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Squeri	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
<u>    </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner Aide	<u>X</u> Publicity	<u>    </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

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

---

To: Mayor Robert T. Kennedy

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

Date: June 1, 2023

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**Re: Professional Services Agreement for Multi-Space Parking Meter Maintenance**

The Department of Public Works would like approval to enter into a Professional Services agreement for the maintenance and repair of the Village's multi-space parking meters. Devo and Associates, 1252 Haddonfield Berlin Road, Unit 3, Voorhees, N.J. 08043 has been the only outside company to perform maintenance and repair work on these meters since they were first installed. Devo and Associates supplied the Village with and currently provides the web-based monitoring and reporting for the existing multi-space meters in use throughout the Village. They are also the sole vendor that is able to supply multi-space parking meters, web-based monitoring, and credit card processing that interfaces with our existing metering system.

It is therefore requested that we retroactively enter into a Professional Services agreement with Devo and Associates, 1252 Haddonfield Berlin Road, Unit 3, Voorhees, N.J. 08043 at a total cost not to exceed \$20,000.00. The terms of service will be for one year starting retroactively on March 1, 2023 and expiring on February 29, 2024.

Funding for these services is anticipated to come from the Parking Meters budget (A332004 540800) as well as A149004 540800 and possible future bonding.

If you have any questions, please let me know.



Robert R. Fisenne, P.E.

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 January 4, 2016, the Board of Trustees awarded the bid for the Furnishing and Installation of Multi-Space Parking Meters to Devo and Associates, 1252 Haddonfield Berlin Road, Unit 3, Voorhees, NJ 08043 March 1, 2016 and ending February 28, 2017; and

**WHEREAS**, the contract has been renewed annually each year through February 28, 2023; and,

**WHEREAS**, the contract provides pricing for the purchase and installation of multi-space meters, as well as web-based monitoring, credit card processing, and support for our existing metering system; and,

**WHEREAS**, Devo and Associates is the sole vendor that is able to fully interface with our existing meter system; and

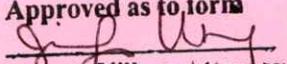
**WHEREAS**, the Village wishes to enter into an agreement for one year beginning retroactively March 1, 2023 and ending February 29, 2024 for a not-to-exceed cost of \$20,000.00; and

**WHEREAS**, funds for this contract will be available in budget line A332004 540800, A149004 540800, and possible future bonding; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board of Trustees approve and the Mayor be authorized to execute any documentation necessary to enter into a contract with Devo and Associates, 1252 Haddonfield Berlin Road, Unit 3, Voorhees, NJ 08043, for the purchase and installation of multi-space meters, as well as web-based monitoring, credit card processing, and support for our existing metering system in the amount of \$20,000.00 for a term retroactively 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

**INCORPORATED VILLAGE OF FREEPORT  
RECREATION CENTER  
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Victoria Dinielli, Recreation Center Manager

Date: May 30, 2023

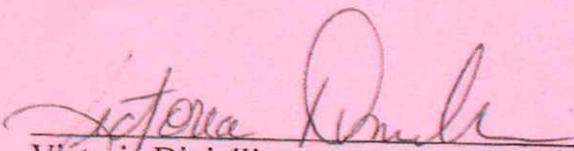
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RE: Professional Service Contract for Ice Rink Compressors

The Freeport Recreation Center is requesting retroactive approval for the emergency repairs of the ice rink compressors #'s 2 & 3, performed by Hallam Engineering Construction Corporation, 697 Acorn Street, Deer Park New York 11729. The operation of these compressors is essential in order to maintain the ice rink and air structure. The repair work was performed on May 4, 5, and 8, 2023, at a cost of \$8,160.

The Recreation Center budget line is A714004 542800 Service Contract Repairs.

Thank you,

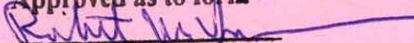


Victoria Dinielli

Manager

Freeport Recreation Center

Approved as to form



Deputy Village Attorney

It was moved by Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_, that the following motion be adopted:

**WHEREAS**, the Freeport Recreation Center is requesting Board approval for emergency repair work completed on or about May 4, 2023 in the Recreation Center Ice Rink for compressors 2 and 3; and

**WHEREAS**, the operation of these compressors is essential in order to maintain the ice rink and air structure; and

**WHEREAS**, this would be considered a health and safety issue for residents and therefore, the need to make the repair was considered an emergency; and

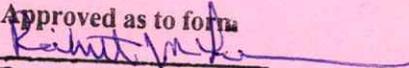
**WHEREAS**, Hallam Engineering Construction Corporation, 697 Acorn Street, Deer Park, New York 11729, performed this emergency work in the amount of \$8,160.00; and

**WHEREAS**, funding for this purchase will come out of the Freeport Rec Center budget line A714004 542800 Service Contracts and there are sufficient funds available to cover this cost; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to execute any and all documentation necessary to retroactively approve the emergency repair work with Hallam Engineering Construction Corporation, 697 Acorn Street, Deer Park, New York 11729, in the amount of \$8,160.00.

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

**INCORPORATED VILLAGE OF FREEPORT  
RECREATION CENTER  
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Victoria Dinielli, Recreation Center Manager

Date: May 25, 2023

---

RE: RE: Professional Service Contract for Zamboni maintenance/repair.

The Freeport Recreation Center is requesting approval for a renewed Resurfix Professional Service Contract for fiscal year 2023/24, June 1, 2023 - February 28, 2024 for \$20,000.00. Upon approval, funds will be allocated for the repair/maintenance of the two (2) Zambonis located in the ice rink at the Freeport Recreation Center.

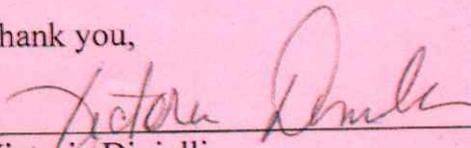
The Recreation Center Budget line is A714004 542800 Service Contract Repairs.

The service vendor is Resurfix, located in Flanders, New Jersey. This is the only authorized Zamboni service vendor available in the tristate area.

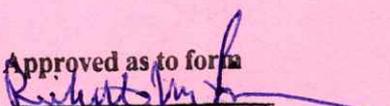
Resurfix  
P.O. Box 291  
Flanders, New Jersey 07836  
973-584-1144

The Freeport recreation Center currently has two Zambonis (a 1980, 500 series & a 2004, 540 series). Both are essential to our daily, year-round ice rink business.

Thank you,

  
\_\_\_\_\_

Victoria Dinielli  
Manager  
Freeport Recreation Center

Approved as to form  
  
Deputy Village Attorney

It was moved by Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_, that the following motion be adopted:

**WHEREAS**, the Village of Freeport Recreation Center Ice Rink currently utilizes two Zambonis which are essential to the ice rink business; and

**WHEREAS**, these Zambonis periodically require servicing; and

**WHEREAS**, the only authorized service vendor for Zambonis in the tri-state area is Resurfix, P.O. Box 291, Flanders, New Jersey, 07836; and

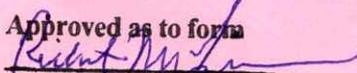
**WHEREAS**, the Freeport Recreation Center manager is requesting retroactive authority to enter into a services contract for the repair and maintenance of the two Zambonis for a retroactive term from June 1, 2023 through February 29, 2024 at a cost of \$20,000; and

**WHEREAS**, funding for this purchase will come out of the Freeport Rec Center budget line A714004 542800 Service Contracts and there are sufficient funds available to cover this cost; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to execute any and all documentation necessary to enter into a services contract with Resurfix, P.O. Box 291, Flanders, New Jersey, 07836 for a retroactive term from June 1, 2023 through February 29, 2024 at a not-to-exceed cost of \$20,000.

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

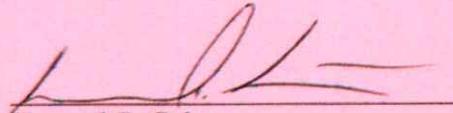
INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Kennedy  
From: Howard E. Colton, Village Attorney  
Date: May 24, 2023  
Re: Schedule a Public Hearing on June 19, 2023  
Verizon - cable television franchise renewal agreement (REVISED)

---

This office requests that a public hearing be scheduled to consider a cable television franchise renewal agreement between the Village of Freeport and Verizon New York, Inc., and further requests the Village Clerk to publish the notice in the Freeport Herald.

If this meets with your approval, please place it on the Board of Trustees Agenda for a Public Hearing on June 19, 2023 at 5:30 PM.

  
Howard E. Colton  
Village Attorney

/ml

RESOLUTION FOR PUBLIC HEARING – VERIZON NEW YORK, INC.

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, hereby authorizes the publication of legal notice for a public hearing to be duly held on June 19, 2023 at 5:30 pm to hear testimony on the proposed cable television franchise renewal agreement between the Village of Freeport and Verizon New York, Inc., for a term of five years, commencing upon confirmation of the agreement by the New York State Public Service Commission. At the said time and place, all interested parties may be heard with respect to the foregoing matters. The proposed franchise renewal agreement and franchise application are available for public inspection at the Village Clerk's office at 46 North Ocean Avenue, Freeport, New York, 11520, during regular business hours, Monday through Friday, except legal holidays, and it is

FURTHER RESOLVED, that the Board of Trustees directs the publication of notice of the foregoing public hearing by publication in the Leader and conspicuously posting a printed copy thereof conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

Pamela Walsh Boening  
Village Clerk

Dated: Freeport, New York  
June 5, 2023

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

---

To: Mayor Robert T. Kennedy

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

Date: May 26, 2023

---

**RE: Parking Restrictions on Broadway from Commercial Street to Mount Avenue**

We have received a request to extend the 30 minute parking restrictions on Broadway. We have reviewed this request and find the restrictions to be warranted:

Therefore, it is recommended that Counsel's office prepare the necessary documentation to revise the Vehicle and Traffic Regulations as follows:

**Sec. 44.** Thirty-minute parking; locations designated.

**REMOVE**

Broadway, south side, from westerly curbline of Mount Avenue west for a distance of 250 feet.

**ADD**

Broadway, south side, between Commercial Street and Mount Avenue

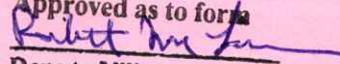


---

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

c.

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

Approved as to form  
  
Deputy Village Attorney

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

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK,** that the VEHICLE AND TRAFFIC REGULATIONS Article III Parking Restrictions be amended as follows:

**Sec. 44.** Thirty-minute parking: locations designated.

**REMOVE**

Broadway, south side, from westerly curbline of Mount Avenue west for a distance of 250 feet.

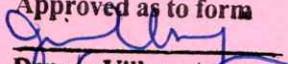
**ADD**

Broadway, south side, between Commercial Street and Mount Avenue.

The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 5<sup>th</sup> day of June 2023.

Approved as to form  
  
Deputy Village Attorney



0 37.5 75 150 225 300 Feet

PROPOSED PARKING RESTRICTIONS  
ON BROADWAY



INCORPORATED VILLAGE OF FREEPORT  
INTERDEPARTMENTAL CORRESPONDENCE ONLY  
OFFICE OF THE VILLAGE ATTORNEY

To: Mayor Robert T. Kennedy  
From: Howard E. Colton, Village Attorney  
Date: June 1, 2023  
Re: Contract between the IVF and BOSFA Development Corporation

---

We are pleased to report that on May 31, 2023, we closed on the Old Moxey Property. The closing brought 17.5 million dollars to the Village's General Fund.

While closed and completed, one issue arose at the closing that requires Board action. The developer assigned the contract (pursuant to, and under the terms of the contract) to a holding company (The Gardens at Buffalo LLC, 301A Central Avenue, Lawrence, New York 11551) where the managing partner of said company is also the principal of BOSFA (which satisfies the initial contract). This is a normal part of the purchase process.

The assignment was undertaken a few days before the closing and Stan Levine of East coast Abstract requested that the Board, via resolution, acknowledge the assignment and approve same. It is a formality.

As such, I've prepared a Board resolution. If meets with your approval, please place before the Board for its review and action.



Howard E. Colton  
Village Attorney

HEC:c

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

WHEREAS, on February 27, 2023, the Village of Freeport entered into a contract with BOSFA Development Corp., to sell and develop the premises more commonly known as the Old Moxey Property located at 17-33 Buffalo Avenue, and the adjacent warehouse at 80-84 Albany Avenue; and,

WHEREAS, under the terms of the agreement, the purchaser was, and is permitted to assign the contract (without Board approval) to another entity, provided that at least principal of the original corporation is a party to the assignee; and,

WHEREAS, BOSFA Development Corporation assigned its interests to The Gardens At Buffalo LLC. A holding company with multiple parties of the new entity members and principals of the assignee; and,

WHEREAS, on May 31, 2023 the Village of Freeport closed upon the property for 17.5 million dollars; and,

WHEREAS, the Title Company, East Coast Abstract requested that the Board accept and ratify the assignment of the contract to The Gardens at Buffalo LLC., Nunc Pro Tunc (retroactively);

NOW THEREFORE BE IT RESOLVED that the Board of Trustees hereby accepts and ratifies the transfer of the contract, Nunc Pro Tunc (retroactively), to The Gardens at Buffalo LLC, 301a Central Avenue, Lawrence, New York 11559.

The Clerk polled the Board as follows:

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

INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT  
OFFICE OF THE VILLAGE ATTORNEY

To: Mayor Robert T. Kennedy  
From: Howard E. Colton, Village Attorney  
Date: June 1, 2023  
Re: IMA with Nassau County for the Freeport Armory

---

The Village of Freeport received paperwork from Nassau County for a CRP grant of \$300,000.00 from Legislative Minority Leader Kevan Abrahams for work at the Freeport Armory.

The documentation was received after the last Board meeting and prior to the June 5, 2023 meeting, but had to be returned to the County by May 31, 2023. As the enclosed shows, the documents were reviewed, and upon the County's request, the IMA was signed and a subsequent request was made by the County to have the signed IMA retroactively approved by the Board of Trustees.

As such, I have prepared a resolution for the Board to adopt which would authorize the retroactive approval of the signed IMA.

  
Howard E. Colton  
Village Attorney

HEC: c

It was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved that the following be adopted:

WHEREAS, Legislative Minority Leader of the Nassau County Legislature, Kevan Abrahams, has recommended the Village of Freeport for a CRP grant of \$300,000 for the Village of Freeport; and,

WHEREAS, Nassau County requested that the documents be submitted by May 31, 2023, prior to a Village Board Meeting, and

WHEREAS, the Village Attorney signed the IMA and Letter to Nassau County on May 31, 2023; and,

WHEREAS, the \$300,000.00 CRP grant would be in the best interests of the Village of Freeport,

NOW THEREFORE BE IT RESOLVED, that the Mayor and/or the Village Attorney be and is hereby authorized to sign any and all agreements to facilitate an IMA between the Village of Freeport and Nassau County retroactively to May 31, 2023, and for all other future dates,

The Clerk polled the Board as follows:

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



**VILLAGE OF FREEPORT**  
**VILLAGE ATTORNEY**  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2249 FAX (516) 377-2366

ROBERT T. KENNEDY  
MAYOR

HOWARD E. COLTON  
VILLAGE ATTORNEY

May 31, 2023

Michele M. Darcy, Esq., Director of Finance, Law & Operations  
Nassau County Minority Legislature  
Room 129  
Mineola, New York 11501

Dear Ms. Darcy:

Enclosed, please find an executed IMA. The Village will be passing a resolution; Nunc ProTunc, on June 5, 2023 to approve the signing.

Once again, I thank you for your time, professionalism and courtesies in this matter.

If you have any questions, please do not hesitate to contact me at 516-377-2249.

Very truly yours,

Howard E. Colton  
Village Attorney

HEC:c

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE  
INCORPORATED VILLAGE OF FREEPORT IN RELATION TO INTERMUNICIPAL  
COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the (i) County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"); and the (ii) Incorporated Village of Freeport, having its principal offices at 46 North Ocean Avenue, Freeport, New York 11520 ("VILLAGE" or "CONTRACTOR").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the VILLAGE to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the VILLAGE to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the VILLAGE each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the VILLAGE, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the VILLAGE will undertake a project (the "Project") to make repairs to the Freeport Village Armory and related items, all with a useful life of no less than five (5) years. The Project will enable the VILLAGE to host programs that will be open to all

Nassau County residents. The Project plans include a day care center, Rising Stars sports program and a technical training school (electrical, plumbing, HVAC, and mechanical). Several capital improvements must be completed prior to accommodating these programs: 1) roof replacement; 2) window replacement; 3) electrical sub metering; 4) electrical upgrades; 5) parking lot repaving, marking; 6) security cameras and base system; 7) interior design, remodeling and restoration; 8) heating upgrades and zone control; 9) asbestos tile and pipe insulation removal. The VILLAGE represents and warrants that it has completed its review of the Project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) ("Funds") to the VILLAGE for the purchase of goods and services in connection with the Project. Payment shall be made to the VILLAGE in arrears and on a reimbursement basis and shall be contingent upon (i) the VILLAGE submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The VILLAGE shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The VILLAGE shall (i) as between the County and the VILLAGE, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the VILLAGE for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the VILLAGE shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The VILLAGE shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The VILLAGE shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the VILLAGE shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the VILLAGE is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The VILLAGE shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The VILLAGE shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the VILLAGE or any agent of the VILLAGE in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The VILLAGE shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the VILLAGE's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the VILLAGE shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The VILLAGE shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.

- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the VILLAGE, or between the VILLAGE and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the VILLAGE with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the VILLAGE hereby represents and warrants that the undersigned is an officer, director or agent of the VILLAGE with full legal rights, power and authority to sign this Agreement on behalf of the VILLAGE and to bind the VILLAGE with respect to the obligations enforceable against the VILLAGE in accordance with its terms.

IN WITNESS WHEREOF, the VILLAGE and the County have executed this Agreement as of the Effective Date.

INCORPORATED VILLAGE OF FREEPORT

By , *attly.* Date 5/31/2023

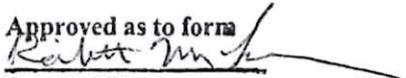
Print Name Howard D. Cohen

Title Village Attorney

COUNTY OF NASSAU

By \_\_\_\_\_ Date \_\_\_\_\_  
Deputy County Executive

Print Name \_\_\_\_\_

Approved as to form  
  
Deputy Village Attorney

EXECUTE IN BLUE INK.



## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b. At the request of the County contracting agency, 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, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County 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.
- d. The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- e. The Contractor shall, in its advertisements and solicitations for Subcontractors,

indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

- f. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE

compliant or considered breach of the County Contract.

1. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
  - m. The Contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency 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 County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be

required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

**VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Pamela Walsh Boening, Village Clerk

Date: May 25, 2023

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Armond Cement Construction, Co. Inc. Total \$5,403.86

---

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

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

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

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

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

Sidewalk Survey: #MSW 35-2022

**Owner:** Pilar Stevens- Cohen  
217 Lena Avenue  
Freeport, NY 11520  
Sec, Blk, Lot(s): 54-063-1

**Location:** 217 Lena Avenue

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$2,073.08

\*\*\*

Sidewalk Survey: #MSW 5-2022

**Owner:** Faustino & Ramona Urena

50 N Long Beach Avenue  
Freeport, NY 11520  
Sec, Blk, Lot(s): 55-272-12  
**Location:** 50 N. Long Beach Avenue  
**Contractor:** Armond Cement Construction Co, Inc.  
**Charges:** \$756.80

\*\*\*

Sidewalk Survey: #MSW 490-2020  
**Owner:** Lionel & Harriet Humphrey  
18 Oakfield Avenue  
Freeport, NY 11520  
Sec, Blk, Lot(s): 54-491-16  
**Location:** 18 Oakfield Avenue  
**Contractor:** Armond Cement Construction Co, Inc.  
**Charges:** \$525.52

\*\*\*

Sidewalk Survey: #MSW 138-2022  
**Owner:** James Cruz  
287 Smith Street  
Freeport, NY 11520  
Sec, Blk, Lot(s): 62-132-11  
**Location:** 287 Smith Street  
**Contractor:** Armond Cement Construction Co, Inc.  
**Charges:** \$495.80

\*\*\*

Sidewalk Survey # MSW 706-2020  
**Owner:** Tarric Sookdeo  
In Care of Khan Nafeeza N.  
146 Stokes Avenue  
Freeport, NY 11520  
Sec, Blk., Lot (s): 54-202-631  
**Location:** 146 Stokes Avenue  
**Contractor:** Armond Cement Construction Co., Inc.  
**Charges:** \$1,228.18

\*\*\*

Sidewalk Survey: #184.2022  
**Owner:** Roxanne Wynn  
18 Virginia Avenue  
Freeport, NY 11520  
Sec, Blk, Lot(s): 54-492-3  
**Location:** 18 Virginia Avenue

**Contractor:** Armond Cement Construction Co, Inc.  
**Charges:** \$324.48

\*\*\*

*Pamela Walsh Boening*  
Pamela Walsh Boening, Village Clerk

**Armond Cement Contracting Co., Inc.**

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

**INVOICE**

February 2, 2023

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

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 217 Lena Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 155.3 SF = \$1,335.58

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

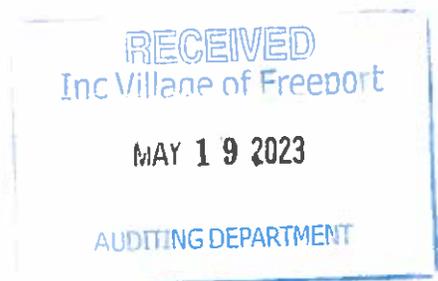
6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF = 29.5 LF = \$767.00

Sawcutting @ \$1.00/LF =

TOTAL = ~~\$2,102.58~~ **\$2,073.08**



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www.armondcement.com

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: May 3, 2023

RE: **Hazardous Sidewalk – 217 Lena Avenue**

---

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

217 Lena Avenue

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: Alan Luna

Date: 05/19/23

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**SIDEWALK INSPECTION FORM**

DATE: 6/27/22

ADDRESS: 217 Lena Ave.

DATE INSPECTION REQUESTED: 3/03/22

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS  
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS  
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 155.3 <sup>4" SW</sup> S.F.

CURB TO BE REPLACED: 11.25' + 8.5' + 9.75' = 29.5 <sup>total</sup> L.F.

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: Due to catch basin precast causing hazards, VoF will cover 82.6 S.F. additionally.

AREAS MARKED OUT FOR REPLACEMENT:

4" 17.5' x 4' / 9.33' x 4' 6" SAWCUTTING  
(3) 4' x 4'

DATE RETURNED TO SENDER: \_\_\_\_\_

INSPECTION PERFORMED BY:

Robert Melomich DATE 5/27/22

REVIEWED BY: RAF DATE 6/6/22

**Armond Cement Contracting Co., Inc.**

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esposito@armondcement.com  
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**INVOICE**

April 6, 2023

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

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 50 N Long Beach Road

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 88 SF = \$756.80

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

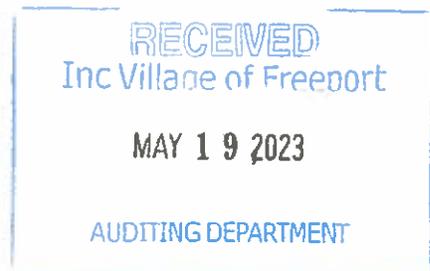
6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$756.80



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VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works  
FROM: Samantha Hall, Deputy Registrar  
DATE: May 10, 2023  
RE: Hazardous Sidewalk – 50 N Long Beach Avenue

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

**50 N. Long Beach Avenue**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: Alan Luna

Date: 05/16/23

Cc: Robert Fisenne, Pamela Walsh Boening, Raymond Werner

**SIDEWALK INSPECTION FORM**

DATE: 6/14/22

ADDRESS: 50 N. Long Beach Rd.

DATE INSPECTION REQUESTED: 1/13/22

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS  
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS  
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" SW ~~2" SW~~ 88 S.F.

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

4" 14.5' x 4' / 4' x 4' 6" \_\_\_\_\_ SAWCUTTING \_\_\_\_\_  
3.5' x 4'

DATE RETURNED TO SENDER: \_\_\_\_\_

INSPECTION PERFORMED BY:

Robert McComick DATE 6/14/22

REVIEWED BY: [Signature] DATE 6/20/22

**Armond Cement Contracting Co., Inc.**

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esposito@armondcement.com  
www.armondcement.com

**INVOICE**

February 2, 2023

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

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

**JOB LOCATION:** 18 Oakfield Avenue

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 49.2 SF = \$521.52

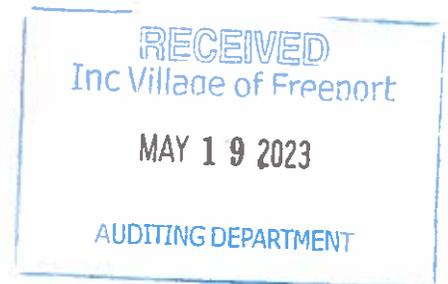
6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

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

**TOTAL = \$525.52**



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VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: April 5, 2021

RE: **Hazardous Sidewalk – 18 Oakfield Ave**

---

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

**1. 18 Oakfield Ave**

Work Completed  Work not completed  Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments \_\_\_\_\_

Signature AM Low

Date 08/09/21

# SIDEWALK INSPECTION FORM

DATE: 12-07-20

ADDRESS: 18 OAKFIELD AVENUE

DATE INSPECTION REQUESTED: 10-21-20

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS  
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS  
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: <sup>4" SW</sup> 49.2 sq. ft.

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

4" 8.3' x 4' 6" \_\_\_\_\_ SAWCUTTING 4 LFT.  
4' x 4'

DATE RETURNED TO SENDER: \_\_\_\_\_

INSPECTION PERFORMED BY:

Robert McCormick DATE 12-07-20

REVIEWED BY: R.P. DATE 12/11/20

**Armond Cement Contracting Co., Inc.**

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FAX (516) 546-3901  
esposito@armondcement.com  
[www.armondcement.com](http://www.armondcement.com)

RECEIVED  
2023 MAY 19 P 2: 36  
CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

**INVOICE**

January 24, 2023

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

RECEIVED  
Inc Village of Freeport  
MAY 19 2023  
AUDITING DEPARTMENT

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 287 Smith Street

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF	=			
4 in. sidewalk @ \$10.60/SF (less than 80 SF)	=	32 SF	=	\$339.20
6 in. sidewalk @ \$10.10/SF	=			
6 in. sidewalk @ \$9.60/SF (less than 30 SF)	=	16 SF	=	\$152.60
Curbing @ \$26.00/LF	=			
Sawcutting @ \$1.00/LF	=	4 SF	=	\$4.00
		<b>TOTAL</b>	=	<b>\$495.80</b>

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VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: October 17, 2022

RE: **Hazardous Sidewalk – 287 Smith Street**

---

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

**287 Smith Street**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: .

Date: 10/17/22.

Cc: Robert Fisenne, Pamela Walsh Boening

RECEIVED  
2022 OCT 18 A 10:43  
CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

SIDEWALK INSPECTION FORM

DATE: SEPT 2, 2022

ADDRESS: 287 SMITH STREET

DATE INSPECTION REQUESTED: AUG 16, 2022

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: CRACKED & UPLIFTED SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 48<sup>S.F.</sup> 6" 58.51<sup>S.F.</sup>

CURB TO BE REPLACED: (13.9 C.F.)

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

4" 4x4 6" 4x4 10.9 x 3.9 SAWCUTTING  
4" 8x4 \_\_\_\_\_

INSPECTION PERFORMED BY: [Signature] DATE: SEPT 2, 2022

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

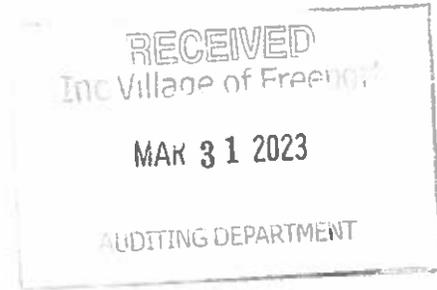
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**INVOICE**

March 20, 2023

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



**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 146 Stokes Avenue

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF	=	82.3 SF	=	\$707.78
4 in. sidewalk @ \$10.60/SF (less than 80 SF)	=			
6 in. sidewalk @ \$10.10/SF	=	34 SF	=	\$343.40
6 in. sidewalk @ \$9.60/SF (less than 30 SF)	=			
Curbing @ \$26.00/LF	=	6.5 LF	=	\$169.00
Sawcutting @ \$1.00/LF	=	8 LF	=	\$8.00
		<b>TOTAL</b>	=	<b>\$1,228.18</b>

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VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: March 28, 2023

RE: **Hazardous Sidewalk – 146 Stokes Avenue**

---

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

146 Stokes Avenue

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed YPS.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: Alan Luna

Date: 04/28/23

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**SIDEWALK INSPECTION FORM**

DATE: 11-11-20

ADDRESS: 146 STOKES AVENUE

DATE INSPECTION REQUESTED: 11-3-20

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS  
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED / LIFTED SECTIONS  
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: \_\_\_\_\_

CURB TO BE REPLACED: 23' x 6"

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:

4" \_\_\_\_\_ 6" \_\_\_\_\_ SAWCUTTING 6" \_\_\_\_\_

DATE RETURNED TO SENDER: \_\_\_\_\_

INSPECTION PERFORMED BY: Robert McCormick DATE 11-11-20

REVIEWED BY: R. NR DATE 11/23/20

## Samantha Hall

---

**From:** Samantha Hall  
**Sent:** Monday, April 24, 2023 10:09 AM  
**To:** Robert Fisenne  
**Cc:** Pamela Boening; Lisa DeBourg  
**Subject:** Sidewalk - 18 Virginia Avenue

Good Morning,

The homeowner (Roxanne Wynn) at 18 Virginia Avenue called me last week and mentioned to me that Armond fixed her sidewalk but she has concerns about the payment.

In the 30 day letter that was sent to the homeowner on September 23, 2022 she was given the price \$1,224.48.

Armond is trying to charge her \$1,800.00 because he said he is not in contract anymore with the Village.

The homeowner went out and got a bank check for \$900.00 and made it out to Armond. ( I told her to hold off on the payment till I spoke with you)

The homeowner said she was never told it was going to be more money by Armond before he did the work.

Armond has been looking for the money from her directly ; but she mentioned that she hasn't received an invoice or anything and that she should have the option of adding it to her taxes.

Armond told her the Village doesn't do that anymore.

The homeowner doesn't think it's right to be charged more and not told beforehand so she wanted to get the "real" story from us what she should be paying.

On Friday April 21,2023 John stopped into the clerk's office and I mentioned to him he was given the work order September 26, 2022 which was still in contract with the Village and should honor the price (as per conversation with Rob Fisenne).

Will you please speak to John and explain it to him that it should be honored and let me know what I should be doing with the price and BOT.

Kindly Advise.

*Samantha Hall*

Deputy Registrar  
46 N. Ocean Avenue  
Freeport, NY 11520  
(516) 377-2355

## Samantha Hall

---

**From:** Ben Terzulli  
**Sent:** Thursday, May 25, 2023 4:49 PM  
**To:** Samantha Hall  
**Cc:** Anthony Esposito; Robert Fisenne  
**Subject:** RE: Sidewalk 18 Virginia Avenue

Hello Samantha. This email is to confirm that Anthony Esposito with DPW spoke to John Esposito from Armond and let him know that he must honor all pricing from his previous contract for all work he has yet to complete or is still working on.

Benjamin Terzulli  
Asst. Superintendent of Public Works  
Village of Freeport  
516-852-3062

**From:** Samantha Hall <shall@freeportny.gov>  
**Sent:** Tuesday, May 16, 2023 2:53 PM  
**To:** Ben Terzulli <bterzulli@freeportny.gov>  
**Subject:** Sidewalk 18 Virginia Avenue

Good Afternoon,

As per our conversation in the clerk's office today.

Would you be able to reach out to John from Armond and let him know that the homeowner should be charged what she was quoted.

John was saying he's not under contract with the Village anymore that it is going to be \$1,8000 when we quoted her when John was under contract at \$1,224.48.

Attached is the email I sent to Rob explaining it and I also attached the invoice from Armond to the homeowner.

The homeowner mentioned to me that she didn't get any extra work done.

Thank you Ben.

*Samantha Hall*

Deputy Registrar  
46 N. Ocean Avenue  
Freeport, NY 11520  
(516) 377-2355

ARMOND CEMENT CONTRACTING CO. INC.

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[esposito@armondcement.com](mailto:esposito@armondcement.com)  
[www.armondcement.com](http://www.armondcement.com)

INVOICE

April 30, 2023

Roxanne Wynn  
18 Virginia Avenue  
Freeport, NU 11520

To construct new sidewalk as marked out by the Village of Freeport.

TOTAL . . . . . \$1,800.00

To be paid in two (2) installments:

\$900.00 due April 20, 2023 -  
received 5/8/23

Citizen Cashier Check #518124967-2                      LESS \$900.00

BALANCE DUE  
May 20, 2023

~~\$900.00~~ **\$324.48**

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

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: April 24, 2023

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

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

**18 Virginia Avenue**

Work Completed  Work Not Completed \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: Alan Luna.

Date: 04/27/23.

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

**SIDEWALK INSPECTION FORM**

DATE: 9/7/22

ADDRESS: 18 Virginia Ave

DATE INSPECTION REQUESTED: 9/7/22

INSPECTION REQUESTED BY: Clerks Office

REASON FOR INSPECTION: Alleged Hazardous  
Conditions of sidewalk

INSPECTION REVEALED: Cracked/Lifted sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 104.86" 32

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

**AREAS MARKED OUT FOR REPLACEMENT:**

4" 18 x 4      6" (2) 4x4      SAWCUTTING  
8.2 x 4

INSPECTION PERFORMED BY: [Signature]      DATE: 9/7/22

REVIEWED BY: [Signature]      DATE: 9/8/22

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**June 5, 2023**

**NO PUBLIC COMMENT**