

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

- d) Request approval of the court ordered Small Claims Assessment Review (SCAR) reductions to the 2022/2023 Final Assessment Roll and for the Village Treasurer to issue a refund to Property Tax Reduction in the amount of \$4,462.88 for:

36-537-4	37 WILLOWBROOK LN	\$1,055.29
36-K-1-55	548 N BROOKSIDE AVE	\$124.59
54-204-645	191 MADISON AVE	\$257.28
55-228-80	4 MIDWOOD PL	\$984.28
55-372-127	117 LILLIAN AVE	\$338.89
55-386-362	237 WALLACE ST	\$250.43
62-034-173	275 WESTSIDE AVE	\$177.54
62-091-392	87 RAY ST	\$189.38
62-159-499	116 NASSAU AVE	\$180.04
62-160-453	111 FRONT ST	\$421.74
62-196-13	67 E 2nd ST	\$483.42

3. ELECTRIC DEPARTMENT – Al Livingston Jr.

- a) Request retroactive approval of the emergency repair of the Substation 2PT substation transformer with Delta Star, Inc. 3550 Mayflower Drive, Lynchburg, Virginia 24501 at a cost of \$68,916 plus consumables and that the Mayor be authorized to sign any and all documents to procure these services.
- b) Request retroactive approval to extend the contract with Arrow Security, 300 West Main Street, Smithtown, New York 11787, for uniformed guard services for Power Plant, from August 1, 2023 through September 30, 2023, in the amount of \$16,926 per month.
- c) Request retroactive approval to enter into a professional services agreement with Reed Services of Wyoming, Inc., 3909 West 5th Street, Cheyenne, Wyoming 82007, for borescope and package inspections for the LM6000, from March 1, 2023 through February 28, 2026, \$10,750 for fiscal year 2024, \$11,250 for fiscal year 2025, and \$11,850 for fiscal year 2026, not to exceed \$33,850.00.
- d) Request retroactive approval to enter into a professional services agreement with Reed Services of Wyoming, Inc., 3909 West 5th Street, Cheyenne, Wyoming 82007, for calibration services for the LM6000, from March 1, 2023 through February 28, 2026, \$10,750 for fiscal year 2024, \$11,250 for fiscal year 2025, and \$11,850 for fiscal year 2026, not to exceed \$33,850.00.
- e) Request approval to enter into a Mutual Confidentiality agreement with Convergent Energy Solutions, LLD, 7 Times Square, Suite 3504, New York, New York 10036 and that the Mayor be authorized to sign any and all documents to effectuate this agreement.

4. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request approval to increase the contract with Emergency Responder Products/911 ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for uniforms, from \$19,500 to \$34,500 for the period March 1, 2023 through February 29, 2024.

5. GRANTS ADMINISTRATOR – Kathleen Murray

- a) Request retroactive approval to accept grants in the amount of \$6,200 on behalf of the Landmarks Preservation Commission from Pomeroy Foundation for the installation of four historic markers and authorize the Landmarks Preservation Commission to enter into four Letter Agreements and execute any required documents to effectuate said agreement, with no match from the Village.
- b) Request approval to submit a grant proposal to the NYS Office of Parks, Recreation and Historic Places for the Boating Infrastructure Grant program in the amount of \$600,300 with a Village match of \$200,100. for a total cost of \$800,400.

6. HUMAN RESOURCES – Conor Kirwan

- a) Request retroactive approval of the renewal agreement with All City Management Services Inc., 10440 Pioneer Blvd, Suite 5, Santa Fe Springs, California 90670 for school crossing guard services, from March 1, 2023 through February 29, 2024, with an increase of .87¢ per hour, not to exceed \$300,000.

7. PUBLIC WORKS – Robert R. Fisenne

- a) Request retroactive approval to increase the “2020 Annual Curb and Sidewalk Contract” with Armond Cement Contracting Co., Inc. 1808 Alice Street, Merrick New York 11566, from \$251,300 to \$288,851.96, with no increase in unit prices.
- b) Request to award contracts A, B, E, and G for “Exterior Repairs to Residential Houses – ReBid” to Eastwood Construction Corp. d/b/a All Island Fence & Railings, 1320 Motor Parkway, Islandia, New York 11749, the lowest responsible bidder meeting bid specifications, in the amount of \$295,600.
- c) Request to award contracts C and F for “Exterior Repairs to Residential Houses – Rebid” to G&D Restoration, 215 Andrews Road, Mineola, New York 11501, the lowest responsible bidder meeting bid specifications, in the amount of \$46,666.

8. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval of the negative declaration pursuant to SEQRA for the grant application in the amount of \$800,400 for the Boating Infrastructure Grant program.

9. VILLAGE COMPTROLLER – Anthony N. Dalessio

- a) Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the transfers to the fiscal year 2023/2024 operating budget:

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

FROM:

A341004 541400 Safety Gear \$15,000

TO:

A341002 520600 Uniforms \$15,000

NO PUBLIC COMMENT

5:30 PUBLIC HEARING

To consider the Rezoning application for Section 55, Block 232, P/O Lot 201 a/k/a 106 Broadway from Residence Apartment District to Residence Apartment District to include Golden Age Floating Zone.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: August 10, 2023

RE: Block Party Permit
Applicant: Steven Mayo
Date: September 2, 2023
Rain Date: September 9, 2023
Location: Forest Avenue between N. Main Street and Ellison Avenue
Time: 1:00 P.M. to 7:00 P.M.

Attached is a Block Party Permit Application submitted Steven Mayor, 42 Forest Avenue, to hold a Block Party on September 2, 2023 (rain date: September 9, 2023), on Forest Avenue between N. Main Street and Ellison Avenue, from 1:00 P.M. to 7:00 P.M. Approximately 75 individuals will be attending this event.

Included in this package are the recommendation from the Police Department, Public Works and Fire Department.



Pamela Walsh Boening
Village Clerk
Attachments

**FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT**

BLOCK PARTIES ARE NOT PERMITTED ON THE 4TH OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4TH.

DATE OF APPLICATION: 7/20/2023
 DESCRIBE EVENT AND PURPOSE: Family And Friends Day
 DATE OF EVENT: 9/2/2023 RAIN DATE: 9/9/2023
 TIME: FROM 1 P.M. TO 7 P.M. (Limit 6 hours – ending 10 PM latest)
 LOCATION OF EVENT: Forest Avenue Between N. Main Street and Ellison Avenue
 NO. PARTICIPANTS EXPECTED: 75 NO. OF RESIDENCES ON BLOCK: 17 VERIFIED BY _____
 NAME OF CONTACT/ORGANIZATION: STEVEN MAYO
 ADDRESS: 42 Forest Ave Freeport NY TEL NO. 516 784 0595

The undersigned applicants agree that they are solely responsible and liable for their own works, person and property at all times. The Village of Freeport, its agents, directors or employees will not be responsible or liable for any loss or damage to property or injury to person. The applicants are responsible for the maintenance and cleanup of the area at the termination of the activity. The applicants are reminded that the Village has an "open container" law among its ordinances, which stipulates that no alcoholic beverages may be served or carried on the STREETS OR SIDEWALKS. **DO NOT BLOCK STREETS WITH CARS.**

THIS APPLICATION MUST CONTAIN THE NAMES, ADDRESSES AND SIGNATURES OF PERSONS REPRESENTING AT LEAST 1/4 OF THE TOTAL NUMBER OF RESIDENCES LOCATED ON THE BLOCK. YOU MUST INCLUDE IN THE TOTAL, ANY MULTIPLE FAMILY HOMES ON THE BLOCK, COUNTING A TWO-FAMILY RESIDENCE AS TWO RESIDENCES, ETC. ADDITIONAL NAMES, ADDRESSES, AND SIGNATURES ARE ON PAGE 2.

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
1	<u>Cisha Jackson</u>	<u>42 Forest Ave</u>	<u>Cisha Jackson</u>
2	<u>Marcia Fernandez</u>	<u>52 Forest Ave</u>	<u>Marcia Fernandez</u>
3	<u>JASON Chocimowski</u>	<u>51 Forest Ave</u>	<u>Jason Chocimowski</u>
4	<u>AARON Lloyd</u>	<u>41 Forest Ave</u>	<u>Aaron Lloyd</u>
5	<u>Terry Delaney</u>	<u>38 Forest Ave</u>	<u>Terry Delaney</u>
6	<u>Brent Lutz</u>	<u>18 Forest Ave</u>	<u>Brent Lutz</u>
7	<u>Newel Cox</u>	<u>14 Forest Ave</u>	<u>Newel Cox</u>
8	<u>Rev. Eric C. Mallette</u>	<u>22 Forest Ave</u>	<u>Eric C. Mallette</u>

**FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT**

RECEIVED

2023 JUL 21 A 10:30

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 STEVEN MAYO acting as an authorized representative of 42 FOREST AVE swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.

Steven Mayo
Applicant's signature

Sworn to before me this 20

day of July 2023

Mehessna C. Little
Notary



Add more signatures below if required:

	<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
9	<u>Rigoberto M. Escobar</u>	<u>19 Forest Ave</u>	<u>R Escobar</u>
10	<u>Henry A. Rudolph</u>	<u>27 Forest Ave</u>	<u>H Rudolph</u>
11	<u>ANNIE McGRIFF</u>	<u>Annie McGriff</u>	<u>36 Forest Avenue</u> <u>Freeport, NY</u>
12	<u>Brandon Noel</u>	<u>44 Forest Ave</u>	<u>B Noel</u>
13	<u>Troy Matthews</u>	<u>35 Forest Avenue</u>	<u>Troy M</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

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 Steven Mayo 42 Forest Avenue

Freeport New York 11520 516-784-0595
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 it's representatives. The conditions are:

BLOCK PARTY ON: FOREST AVE. FROM N. MAIN ST. TO ELLISON AVE.

DATE: SATURDAY, SEPTEMBER 2ND, 2023 Time: 1:00 P.M. TO 7:00 P.M.

RAIN DATE: SATURDAY SEPTEMBER 9TH, 2023

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. The use of Fireworks is strictly prohibited
2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 7:00 P.M., without prompting from police or village officials.
3. Participants will shut down block party and clear roadway at 7:00 P.M. sharp without prompting from police or village officials.
4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.
5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic.*
6. Use of Vendors or sale of products and/or services is strictly prohibited

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

THE PARADE/PUBLIC ASSEMBLY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID. Please note the parade/public assembly permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the parade for violation of Freeport Village Code Section 155-67.

Issued by Deputy Chief Michael Williams 07/24/2023
Rank Name Signature Date

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

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael Williams
DATE: July 24, 2023
RE: Block Party – Forest Avenue between N. Main St. & Ellison Avenue

After review of the attached Block Party 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 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,



Michael Williams
Deputy Chief of Police

RECEIVED

2023 JUL 25 A 10:19

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

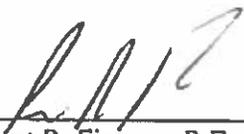
TO: Pamela Walsh Boening, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: July 24, 2023
RE: Block Party Application – Steven R. Mayo

RE: Block Party Permit Application

Applicant: Steven R. Mayo
Date: Saturday, September 2, 2023
Rain Date: Saturday, September 9, 2023
Location: Forest Ave. between N. Main Street and Ellison Ave
Time: 1:00 P.M. – 7:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Steven R. Mayo. The Department of Public Works will erect barricades to facilitate the necessary road closures.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought before 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: Tuesday, July 25, 2023 3:34 PM
To: Pamela Boening
Subject: RE: Forest Avenue Block Party 9.2.2023

I have reviewed the Block Party application for September 2, 2023 (Rain Date: September 9, 2023)

I do not foresee any negative impact in the performance of our duties. However, the area is vast, so even more attention to access must be maintained by the participants. The applicants and participants must be cognizant of the need for emergency vehicles to enter the area.

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Monday, July 24, 2023 2:11 PM
To: Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@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>
Subject: Forest Avenue Block Party 9.2.2023

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: August 9, 2023

RE: 2022/2023 SCARS for Island Property Tax Reduction

The Village Assessor received SCARS Stipulations in Lieu of Decisions from Petitioner Representative and Village Council after settlement to reduce the assessed values of the properties based on the agreed documents that were presented and negotiated to reduce the assessed value with the petitioner Representative. The SCARS Stipulation in Lieu of Decisions from Hearing Officer were received in February of 2023. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2022/2023 taxes from the list below have been paid.

Claim Forms will be prepared for 2022/2023 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

SCARS Petitioner / Island Property Tax Reduction	Property Address	Current 2022 AV TOTAL	SCARS 2022 AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
55-496-7	4 Oxford Drive	7,040	6,660	380	\$236.72	\$0.0	\$236.72
62-112-13	299 S Ocean Ave	8,900	7,152	1,748	\$1,088.93	\$0.0	\$1,088.93
Island Property Tax Reduction TOTAL		15,940	13,812	2,128	\$1,325.66	0.0	\$1,325.66

Permission is further requested for the Village Treasurer to refund the total amount to Island Property Tax Reduction as stated above per total negotiated reduction decisions.


Vilma I. Lancaster
 Village Assessor

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

WHEREAS, the Village Assessor is requesting Board approval of the court-ordered Small Claims Assessment Review (SCAR) reductions for the 2022/23 tax year for:

SCARS Petitioner / Island Property Tax Reduction	Property Address	Current 2022 AV TOTAL	SCARS 2022 AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
55-496-7	4 Oxford Drive	7,040	6,660	380	\$236.72	\$0.0	\$236.72
62-112-13	299 S Ocean Ave	8,900	7,152	1,748	\$1,088.93	\$0.0	\$1,088.93
Island Property Tax Reduction TOTAL		15,940	13,812	2,128	\$1,325.66	0.0	\$1,325.65

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Island Property Tax Reduction for the amount of \$1,325.65.

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
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: August 8, 2023

RE: 2022/2023 SCARS for LITT LAW GROUP, LLC

The Village Assessor received SCARS Stipulations in Lieu of Decisions from Petitioner Representative and Village Council after settlement to reduce the assessed values of the properties based on the agreed documents that were presented and negotiated to reduce the assessed value with the petitioner Representative. The SCARS Stipulation in Lieu of Decisions from Hearing Officer were received in February of 2023. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2022/2023 taxes from the list below have been paid.

Claim Forms will be prepared for 2022/2023 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

SCARS Petitioner / LITT LAW GROUP	Property Address	Current 2022 AV TOTAL	SCARS 2022 AV	Reductio n Amount	Refund (.62296)	Fee (\$30)	Total Refund
54-052-1	84 Delaware Ave	10,450	8,976	1,474	\$918.24	\$0.0	\$918.24
54-312-4	1 Forbes Pl	7,046	6,336	710	\$442.30	\$0.0	\$442.30
54-316-143	489 Ray Street	8,600	7,524	1,076	\$670.30	\$0.0	\$670.30
55-246-83	118 Washburn Ave	6,708	6,270	438	\$272.86	\$0.0	\$272.86
55-371-67	224 Jay Street	6,020	5,808	212	\$132.07	\$0.0	\$132.07
62-069-200	575 S Main St	7,050	6,600	450	\$280.33	\$0.0	\$280.33
LITT LAW GROUP	TOTAL	45,874	41,514	4,360	\$2716.11	\$0.0	\$2,716.11

Permission is further requested for the Village Treasurer to refund the total amount to LITT LAW GROUP, LLC as stated above per total negotiated reduction decisions.


Vilma I. Lancaster
 Village Assessor

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

WHEREAS, the Village Assessor is requesting Board approval of the court-ordered Small Claims Assessment Review (SCAR) reductions for the 2022/23 tax year for:

SCARS Petitioner / LITT LAW GROUP	Property Address	Current 2022 AV TOTAL	SCARS 2022 AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
54-052-1	84 Delaware Ave	10,450	8,976	1,474	\$918.24	\$0.0	\$918.24
54-312-4	1 Forbes Pl	7,046	6,336	710	\$442.30	\$0.0	\$442.30
54-316-143	489 Ray Street	8,600	7,524	1,076	\$670.30	\$0.0	\$670.30
55-246-83	118 Washburn Ave	6,708	6,270	438	\$272.86	\$0.0	\$272.86
55-371-67	224 Jay Street	6,020	5,808	212	\$132.07	\$0.0	\$132.07
62-069-200	575 S Main St	7,050	6,600	450	\$280.33	\$0.0	\$280.33
LITT LAW GROUP	TOTAL	45,874	41,514	4,360	\$2716.10	\$0.0	\$2,716.10

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Litt Law Group for the amount of \$2,716.10.

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
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: August 4, 2023

RE: 2022/2023 SCARS for Maidenbaum Sternberg

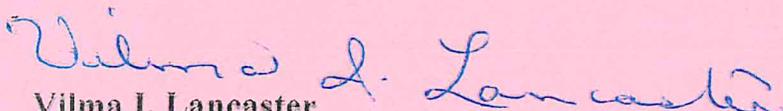
The Village Assessor received decisions after settlement dates from the Hearing Court Officer to reduce the assessed values of the properties based on the documents presented to the court. The decisions were received in March, April and May of 2023. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2022/2023 taxes from the attached list have been paid.

Claim Forms will be prepared for 2022/2023 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

Listed below are the total refunds due to Maidenbaum Sternberg pursuant to Section 730 of the Real Property Tax Laws.

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Maidenbaum Sternberg 2022/2023	68,209	64,321	3,888	\$2,422.07	\$270	\$2,692.07

Permission is further requested for the Village Treasurer to refund the total amount to Maidenbaum Sternberg as stated above per total court ordered reduction decisions.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, the Village Assessor is requesting Board approval of the court-ordered Small Claims Assessment Review (SCAR) reductions for:

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Maidenbaum Sternberg 2022/2023	68,209	64,321	3,888	\$2,422.07	\$270	\$2,692.07

WHEREAS, these refunds are from grievances to the 2022/2023 Final Assessment Roll and apply to the following properties in the following amounts; and

54--067-11	273 RANDALL AVE	115.97
54--088-3	377 PINE ST	347.71
54--306-23	23 ONSLOW PL	212.53
55--241-304	158 RUTLAND RD	213.15
55--384-4	208 N LONG BEACH AVE	869.75
62--062-109	55 W 2nd ST	296.63
62--112-12	297 S OCEAN AVE	117.21
62--112-19	287 S OCEAN AVE	138.40
62--234-64	253 WESTSIDE AVE - UNIT E	380.73
	TOTAL	2,692.07

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Maidenbaum Sternberg for the amount of \$2,692.07.

The Clerk polled the Board as follows:

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

Maidenbaum & Sternberg
 2022 SCARS Refund

YEAR INDEX #	PARCEL ID	OWNER NAME	LEGAL ADDRESS	MIKT VALUE	2022 AV		Petitioner Amount	2022 AV/Nego AV		Refund Tax Rate	Award Refund	Total Refund
					2022 AV	2022 AV		2022 AV	2022 AV			
2022	22700047	54--067-11 PLUMMER JASON	273 RANDALL AVE	476,821	7,200	7,062	3,600	138	62.296	\$30	30.00	115.97
2022	22700050	54--088-3 PENALDA I & CAMPOS	377 PINE ST	427,152	6,450	5,940	3,225	510	317.71	30.00	30.00	347.71
2022	22700053	54--306-23 SOTO CINDY & ANDREW	23 ONSLOW PL	477,483	7,210	6,917	3,605	293	182.53	30.00	30.00	212.53
2022	22700062	55--241-304 PUGH DONALD R	158 RUTLAND RD	417,218	6,300	6,006	3,150	294	183.15	30.00	30.00	213.15
2022	22700068	55--384-4 WILLIAMS MERVE & CAMISHA	208 N LONG BEACH AVE	535,099	8,080	6,732	4,040	1,348	839.75	30.00	30.00	869.75
2022	22700078	62--062-109 SCUDERI VINCENT W	55 W 2nd ST	590,397	8,915	8,487	4,458	428	266.63	30.00	30.00	296.63
2022	22700087	62--112-12 DANIELS M & GORDON P	297 S OCEAN AVE	521,523	7,875	7,735	3,938	140	87.21	30.00	30.00	117.21
2022	22700088	62--112-19 HOYTE NORMAN II	287 S OCEAN AVE	524,503	7,920	7,746	3,960	174	108.40	30.00	30.00	138.40
2022	22700098	62--234-64 BEHR BRUCE AND ABBY	253 WESTSIDE AVE - UNIT E	546,953	8,259	7,696	4,130	563	350.73	30.00	30.00	380.73
Maidenbaum & Sternberg					68,209	64,321	34,106	3,888	2,422.07	270.00	2,692.07	

0.62296 30
 Dff Bet

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: August 8, 2023

RE: 2022/2023 SCARS for Property Tax Reduction, Inc. (PTRC)

The Village Assessor received SCARS Stipulations in Lieu of Decisions from Petitioner Representative and Village Council after settlement to reduce the assessed values of the properties based on the agreed documents that were presented and negotiated to reduce the assessed value with the petitioner Representative. The SCARS Stipulation in Lieu of Decisions from Hearing Officer were received in February of 2023. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2022/2023 taxes from the attached list have been paid.

Claim Forms will be prepared for 2022/2023 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

SCARS 2022 / 2023 Petitioner	Current 2022 AV TOTAL	SCARS 2022 AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Property Tax Reduction (PTRC)	85,218	78,054	7,164	\$4,462.89	\$0.0	\$4,462.89

Permission is further requested for the Village Treasurer to refund the total amount to Property Tax Reduction (PTRC) as stated above per total negotiated reduction decisions.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, the Village Assessor is requesting Board approval of the court-ordered Small Claims Assessment Review (SCAR) reductions for:

SCARS Petitioner 2022/2023	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Property Tax Reduction (PTRC)	85,218	78,054	7,164	\$4,462.88	\$0	\$4,462.88

WHEREAS, these refunds are from grievances to the 2022/2023 Final Assessment Roll and apply to the following properties in the following amounts; and

36--537-4	37 WILLOWBROOK LN	1,055.29
36--K-1-55	548 N BROOKSIDE AVE	124.59
54--204-645	191 MADISON AVE	257.28
55--228-80	4 MIDWOOD PL	984.28
55--372-127	117 LILLIAN AVE	338.89
55--386-362	237 WALLACE ST	250.43
62--034-173	275 WESTSIDE AVE	177.54
62--091-392	87 RAY ST	189.38
62--159-499	116 NASSAU AVE	180.04
62--160-453	111 FRONT ST	421.74
62--196-13	67 E 2nd ST	483.42
	TOTAL	4,462.88

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Property Tax Reduction (PTRC) for the amount of \$4,462.88.

The Clerk polled the Board as follows:

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

PTRC

2022 SCARS Refund

YEAR	INDEX #	PARCEL ID	OWNER NAME	LEGAL ADDRESS	MKT VALUE	Petitione 2022 AV	2022 Negotiat ed AV	Dff Bet 2022 AV/Neg o AV	Refund Tax Rate	Refund \$30	Total Refund
2022	22700647	36--537-4	LARGIE-PRAWL A & S	37 WILLOWBROOK LN	597,350	9,020	7,326	1,694	1,055.29	0.00	1,055.29
2022	22700649	36--K-1-55	FERGUSON D & S	548 N BROOKSIDE AVE	559,602	8,450	8,250	200	124.59	0.00	124.59
2022	22700652	54--204-645	PROBECK ASTRIDA	191 MADISON AVE	417,218	6,300	5,887	413	257.28	0.00	257.28
2022	22700675	55--228-80	EUGENE PATRICIA	4 MIDWOOD PL	549,668	8,300	6,720	1,580	984.28	0.00	984.28
2022	22700683	55--372-127	RODRIGUEZ, REYES, MARTE	117 LILLIAN AVE	455,629	6,880	6,336	544	338.89	0.00	338.89
2022	22700685	55--386-362	RODRIGUEZ RAFAEL	237 WALLACE ST	632,450	9,550	9,148	402	250.43	0.00	250.43
2022	22700701	62--034-173	SUSCO ERNEST & AMELIA	275 WESTSIDE AVE	481,324	7,268	6,983	285	177.54	0.00	177.54
2022	22700707	62--091-392	BELLAMENTE M & GARCIA B	87 RAY ST	404,768	6,112	5,808	304	189.38	0.00	189.38
2022	22700694	62--159-499	GREEN M & MARS CARLETTA	116 NASSAU AVE	509,602	7,695	7,406	289	180.04	0.00	180.04
2022	22700695	62--160-453	MCREA OWEN & JACKSON R	111 FRONT ST	529,999	8,003	7,326	677	421.74	0.00	421.74
2022	22700697	62--196-13	WAFANAAM & SERVIDIO K	67 E 2nd ST	505,960	7,640	6,864	776	483.42	0.00	483.42
TOTAL					5,643,570	85,218	78,054	7,164	4,462.89	0.00	4,462.89

PTRC

0.62296 30

Award

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: July 6, 2023
To: Robert T. Kennedy, Mayor
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Emergency Repair of Delta Star Substation Transformer

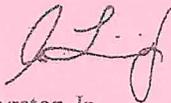
At Substation 2PT (located at Power Plant #2) we have a Delta Star Transformer #2 (69KV 60MVA) substation transformer that is used to step up the voltage of the LM6000 generator from 13,800 volts to 69,000 volts and is vital for the continued use of the LM6000. The transformer oil reservoir is 4600 gallons and has an oil leak that has rapidly increased in volume requiring an emergency repair. Three vendors have been contacted and it was determined that the manufacturer of the transformer has the most competitive price and is most qualified to perform the work.

The repair quotes we received were as follows:

- Delta Star Inc - \$68,916.00
- RESA Service - \$81,345.00
- MR – Reinhausen Manufacturing - \$122,037.08

Although this is the peak energy season it is our recommendation that the transformer should be repaired as soon as possible. It shall also be noted that the estimated cost is based on a 7-day work week, 8-12 hours per day and 24 hr. oil processing. Additionally, the 7-day workday may increase as it is contingent on weather conditions. Due to the number of online hours during the 2023 year, the plants reliability rating will be minimally impacted and will remain above 90%. (current rating is 94%)

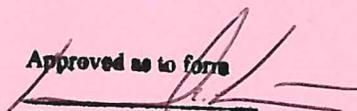
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve the emergency repair of the Substation 2PT substation transformer and that Delta Star, Inc., 3550 Mayflower Dr., Lynchburg, Virginia 24501 performs the work for a cost of \$68,916.00 plus consumables. Further, that the Mayor be authorized to execute any and all documents necessary to procure these services. The cost of this service will be charged to Account E7312220 573000 (Substation Supply). There are sufficient funds available for this expense.



Al Livingston Jr.
Superintendent of Electric Utilities

AL:tb

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
8/9/2023

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

WHEREAS, the Electric Department is requesting the Board to approve an emergency repair of the Substation 2PT (located at Power Plant #2) substation transformer; and

WHEREAS, at Substation 2PT the Utility has a Delta Star Transformer #2 (69KV 60MVA) substation transformer that is used to step up the voltage of the LM6000 generator from 13,800 volts to 69,000 volts and is vital for the continued use of the LM6000; and

WHEREAS, the transformer oil reservoir is 4600 gallons and has an oil leak that has rapidly increased in volume requiring an emergency repair; and

WHEREAS, three (3) vendors listed below have been contacted; and

WHEREAS, the repair quotes we received were as follows:

- Delta Star Inc - \$68,916.00
- RESA Service - \$81,345.00
- MR – Reinhausen Manufacturing - \$122,037.08

WHEREAS, Delta Star, Inc., 3550 Mayflower Dr., Lynchburg, Virginia 24501, is the most qualified vendor and the lowest quote to perform the work for a cost of \$68,916.00 plus consumables; and

WHEREAS, this repair is an extreme emergency for the operation of the LM6000; and

WHEREAS, the cost of this service will be charged to Account E7312220 573000 (Substation Supply) 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, the Mayor be and hereby is authorized to sign any documentation necessary to approve an emergency repair of the Substation 2PT (located at Power Plant #2) substation transformer with Delta Star, Inc., 3550 Mayflower Dr., Lynchburg, Virginia 24501, for a cost of \$68,916.00 plus consumables.

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
2/5/2023



FIELD SERVICE



Freeport Electric Municipal Light and Power

Bid for: Leak Repair of one 36/48/60 MVA transformer
Freeport, NY

Date: June 29, 2023

Quotation # OS3941 Rev. 1

INTRODUCTION

THE Delta Star Field Service ADVANTAGE

Delta Star’s Field Service organization has extensive experience in the installation, testing, maintenance, repair, and retrofit of power transformers. We service **ANY brand, ANY size, and ANY type**. Our national team of craftsmen are comprised of technicians, engineers, technical managers, and project management personnel. Our experts are responsible for successfully managing and executing hundreds of complex substation service projects on an annual basis.

Since Delta Star’s inception in 1908, our dedicated professionals continue to take great pride in serving our customers with the flexibility and urgency required to “keep the lights on” in your local communities. As energy infrastructure continues to age and with the future demands of the North American power grid, our team has one specific goal as your service partner: *“To safely increase the reliability of your critical equipment and to maximize the health of your most valued assets”*

Service Capabilities

STANDARD SERVICES	Turnkey installations	Preventive maintenance	Electrical testing
	Regasketing	Leak repairs	Oil sampling & testing
OIL HANDLING SERVICES	Vacuum filling	Oil processing	Degasification
	Fullers Earth	Cold Trap	Insulation dry outs
	Ester fluid retrofills	PCB changeout	Short / Long-term storage
SPECIALIZED SERVICES	Turnkey relocations	Mobile substation repairs	Diagnostic testing
	Thermal inspections	Internal inspections	Core re-clamping
	Control retrofits	Substation painting	Technical assistance
LOAD TAP CHANGER SERVICES	Troubleshooting	Repairs / Upgrades	Alignment / Timing
	Contact replacements	Mechanism replacements	Turnkey LTC retrofits
ENGINEERING SERVICES	Fleet assessments	Condition assessments	Load studies
	MVA updates	Monitoring solutions	Component upgrades
	Control upgrades	Cooling upgrades	On-site training
SPARE & REPLACEMENT PARTS	Bushings / Arresters	Gauges	Current transformers
	Radiators / Coolers	Fans / Pumps / Valves	Nitrogen systems
	Control components	Breathers	Conservator bladders
	LTC components	Filtration systems	Gasket kits
	Monitoring upgrades	ETO cable trailers	Mobile trailer retrofits

OFFER SUMMARY

June 29, 2023

Freeport Electric Municipal Light and Power
Ted Forker
tforker@freeportelectric.com

Quotation # OS3941
Revision: Rev. 1

Delta Star Field Service Contacts

Proposal Specialist – Field Service
Belen Pillow
bpillow@deltastar.com
(434) 485-7634

Regional Sales Director
Ben Abebe
babebe@deltastar.com
(724) 612-6053

Sales Representative
Dave Shamlian – Genergy Corporation
David@Generycorp.com
(518) 424-1159

Item	Description	Unit Price
1	Delta Star will provide manpower and equipment to regasket one Delta Star transformer (E3116).	\$68,916
TOTAL		\$68,916

Estimated Performance Duration

Item 1: 5 days on-site

Work is quoted upon using DSI crews working 7-days per week, 8-12 hours per day and 24-hours per day while round the clock vacuum or oil processing is required. Estimated completion time is dependent on site and weather conditions at the time of execution. All work shall be performed during a mutually agreed upon schedule, subject to availability after receipt of order.

Pricing

Prices are valid for 90 days from the quotation date. Prices are firm and do not include taxes.

Milestone Billing

100% –At project completion

Payment terms

Net 30 days from invoice date

SCOPE OF WORK

Transformer Information			
Manufacturer:	Delta Star		
Serial number:	E3116		
MVA:	36/48/60		
Voltage:	69GrdY/39.84-13.8kV		
Tank & radiator oil capacity:	4,600 Gallons		
LTC capacity:	N/A	LTC type	N/A

Site Address and Contact	
Origin address:	289 Buffalo Ave, Freeport, NY 11520
Site contact:	Ted Forker, tforke@freeportelectric.com

Arrival

- Mobilize crew and equipment to customer location
- Customer to disconnect, de-energize, isolate, and ground any equipment required to establish a safe work area
- Conduct safety tailgate meeting and site/station walk-down

Pre-Testing

- Transformer Turns Ratio (TTR)
- Core Insulation Resistance (If accessible)
- Winding Insulation Resistance
- Bushing Power Factor & Capacitance (Hot Collar if test tap not available)
- Winding Power Factor & Capacitance
- Winding Resistance (Demagnetize core after test)
- Oil Quality to include Moisture Content, Dielectric Breakdown (D1816-2) and Power Factor @ 100°C
- Dissolved Gas Analysis (DGA)

Re-Gasketing

- Drain oil (4,900) into a storage tanker supplied by Delta Star
- Delta Star to Regasket the following items:
 - (3) HV, (3) LV, (1) X0 Bushing
 - Radiator flanges on (7) radiators, and replace valve packing
 - Fill and Drain Valves
 - PRD
 - SPR
 - Temperature and oil level gauges
 - Drain and Fill Valves
 - Manhole Covers
- Pressurize transformer and check for leaks

Vacuum Oil Fill

- Pull vacuum at a level of 2 Torr (2,000 micron, 2mm of Hg) less and hold for a minimum of 2 hours
- Conduct vacuum leak test
- Pull vacuum at a level of 2 Torr (2,000 micron, 2mm of Hg) less and hold for a minimum of 4 hours

SCOPE OF WORK

- Vacuum fill transformer oil while maintaining a vacuum level of 5 Torr or less
- Break vacuum and ensure oil is at proper level taking into account temperature
- Transformer will be pressurized and checked for leaks
- Verify oil level, check for leaks, and if no leaks are present setup for final testing

Final-Testing

- Transformer Turns Ratio (TTR)
- Core Insulation Resistance (If accessible)
- Winding Insulation Resistance
- Bushing Power Factor & Capacitance (Hot Collar if test tap not available)
- Winding Power Factor & Capacitance
- Winding Resistance (Demagnetize core after test)
- Oil Quality to include Moisture Content, Dielectric Breakdown (D1816-2) and Power Factor @ 100°C
- Dissolved Gas Analysis (DGA)
- Final walkdown, inspection and site cleanup

➤ *NOTE: All testing to be performed in the as-found DETC tap position, unless otherwise noted.*

➤ *NOTE: Owner to provide recent PCB content certifying transformer oil is PCB free, if >2ppm, additional decontamination fees will apply for flush, and filter change out of oil processing equipment.*

➤ *NOTE: For any out-of-scope work, additional pricing will apply and will be invoiced in accordance with Delta Star's Field Service Rate Schedule FS-1000A.*

CLARIFICATIONS

All field service work is performed in accordance with the following clarifications, unless otherwise mutually agreed upon:

Customer Responsibilities

The customer or others are expected to provide the following, unless otherwise noted in our quotation:

1. Free, clear, and unlimited access to substation site and areas around the equipment foundation.
2. Switch, lock out, and ground any equipment necessary to establish a safe work area.
3. Disconnect and reconnect all external bushing/bus terminations, protection controls, CTs, and relay wiring, as required.
4. Disassembly and reassembly of any deluge and/or iso-phase bus systems, as required, for free and clear access.
5. Disposal of excess/scrap oil, solid wastes, crates, and/or packaging material generated during the execution of work.
6. Temporary power source (120/240 VAC @ 30 amps) and a ladder to access the top of the equipment, as needed.
7. One person on-site during the execution of any work, for safety reasons, that also has the competency to provide clarifications on any energized or de-energized equipment within the substation.

Additional Charges

The following out-of-scope situations may occur during work execution, which additional charges will apply:

1. Initial customer site-specific safety training in excess of four (4) hours.
2. Spare parts that are NOT within fifty (50) feet of the transformer.
3. Safety equipment requirements beyond personal protective equipment (PPE) (safety glasses, hard hat, safety shoes, harness, & lanyard) or customer required site-access training for Delta Star personnel or subcontractors.
4. When temperatures are below 10°C (50°F), it will be necessary to elevate the transformers (active part & insulation) temperature prior to starting the final vacuum / oil filling process. This additional work will be based on T&M rates.
5. If/when secondary oil containment may be required for compliance with any EPA or local site SPCC programs.
6. Customer requirements that exceed those listed in our DS-100 (DS Installation and Maintenance Instruction Manual)
7. Exception is taken to all items that are not outlined in the Scope of Work section. For any additional work performed, these tasks will be considered out-of-scope and will be invoiced in accordance with our FS Rate Schedule FS-1000A.
8. Purchaser accepts & assumes all responsibility for the resolution of any labor disputes regarding union representation, pricing, or work jurisdictions, including full liability for all costs incurred resulting from any such disputes.
9. Purchaser shall provide a recent PCB report / certification of each unit prior to the start of any scheduled work.
 - a. If PCB concentration is higher than 49 PPM, DSI will be unable to complete the work.
 - b. If PCB concentration is 1-49 PPM, additional decontamination charges will apply. The proper disposal of the PCB oil shall be the responsibility of the purchaser or others.

Delays

Pricing is based upon Delta Star crews working 7-days a week, and 8-12 hours per day uninterrupted. Any standby time or delays that are beyond Delta Star's control, including those resulting from restricted or limited site access, will be considered out-of-scope work, and shall be billed in accordance with Delta Star's Field Service Rate Schedule FS-1000A.

Cancellation

In the event of project cancellation, customer may be liable for the amounts set forth and outlined below as compensation for reasonable costs incurred, unless otherwise approved by an authorized Delta Star Field Service representative. 0-7 days prior to scheduled on-site date = 25% of order value or 8-14 days prior to scheduled on-site date = 10% of order value.

TERMS AND CONDITIONS

Terms and Conditions

1. This offer and the attached conditions of sale constitute an offer of sale. Acceptance of this offer is expressly limited to the terms and conditions set forth herein. Any terms or conditions proposed by Purchaser that are inconsistent with or in addition to the terms and conditions attached hereto are hereby expressly rejected and shall be of no force or effect whatsoever between the parties.
2. Any requested changes to the work scope shall be billed in accordance with Delta Star's Field Service Rate Schedule FS-1000A. Pricing is based upon Delta Star crews working 7-days a week, and 8-12 hours per day uninterrupted. Any standby time or delays that are beyond Delta Star's control, including those resulting from restricted or limited site access, will be considered out-of-scope work, and shall be billed in accordance with FS-1000A. In the event of inclement weather, any additional standby charges will be reduced by 25% of the applicable specialist rates outlined in FS-1000A.
3. Purchase Orders or any other documents submitted by customer pursuant to this quotation will not result in a contract until accepted and acknowledged by Delta Star.
4. Delta Star reserves the right to correct errors on the quote and all related documents.
5. Unless specifically noted, prices do not include:
 - a. Any special and/or site-specific customer required access or safety training
 - b. Any special and/or site-specific safety gear or environmental requirements
 - c. Any make-up oil if needed
 - d. Excessive moisture extraction or gassing filtration that will require extended vacuum or oil processing
 - e. Use of union labor
 - f. Any local, state, or agency required prevailing wages
 - g. Unit leaks before, during or after vacuum that were not disturbed by our personnel or part of our work scope
6. Any COVID-19 pandemic related additional costs including but not limited to, delays experienced as a result of COVID-19, customer mandated self-quarantining pre or post project, COVID-19 testing, additional mobilizations required to accommodate special customer or site requirements, and/or any site-specific special equipment or supplies will be invoiced in accordance with FS-1000A.

Agreed to and acknowledged

Company Name: _____

Title: _____

Printed Name: _____

Signature: _____

To ensure prompt processing when submitting a purchase order, please send to FieldServiceRFQ@deltastar.com and include your Delta Star sales representative.

TERMS AND CONDITIONS

General Conditions of Sale and Service

1. Applicability.

(a) These terms and conditions of sale and service (“Terms”) are the only terms which govern the sale of the goods (“Goods”) and services (“Services”) by Delta Star, Inc. (“Delta Star”) to the buyer (“Buyer”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying quotation, order acknowledgment, or invoice and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In no event shall any conflicting or additional terms set forth in Buyer’s purchase order (or any other document) apply to Delta Star’s sale of Goods or Services to Buyer, unless specifically agreed to by Delta Star in a signed writing.

2. Delivery of Goods and Performance of Services.

(a) Delta Star’s compliance with its delivery obligations is conditioned on Buyer’s continued fulfillment of all its obligations, including without limitation, payment and cooperation obligations.

(b) In addition to any other rights and remedies available, Delta Star shall have the right to extend the time for delivery for a reasonable time if:

(i) the information required by Delta Star for performance is not received by an agreed to date, or if Buyer subsequently changes any such information.

(ii) Delta Star is prevented or hindered from performing based on circumstances beyond its reasonable control, without its fault or negligence, including without limitation, acts of God, valid or invalid action by governmental authority, fires, floods, windstorms, explosions, riots, natural disasters, sabotage, labor problems, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, inability to obtain electrical service, fuel or transportation, or court injunction or order; or

(iii) Buyer fails to perform any of its obligations in a timely manner, including without limitation if the Buyer fails to make payment for the current or for previous orders in a timely manner.

(c) Any failure of Delta Star to deliver the Goods or Services on a timely basis shall not constitute a breach of this Agreement and shall not entitle Buyer to any damages for such failure.

3. Schedule.

(a) Delivery dates are estimated and not a guaranteed day of delivery and are based on Delta Star’s prompt receipt of all necessary information from Buyer and Buyer’s return of approval drawings within 2 weeks after submittal by Delta Star.

(b) Quoted Service or on-site dates, if any, are subject to confirmation at the time of contract award.

4. Title and Risk of Loss. Delivery of the Goods shall be made DDP destination at Buyer’s risk and expense unless stated otherwise in Delta Star’s quote. Title to Goods will remain in Delta Star until fully paid for by Buyer. If shipment is delayed at the request of Buyer, at the fault of Buyer, or due to reasons beyond Delta Star’s reasonable control, the risk of the loss shall pass to Buyer at the time originally agreed to for delivery. From and after such time, the Goods shall be stored and insured at the expense and risk of Buyer.

5. Buyer’s Acts or Omissions. If Delta Star’s performance of its obligations is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Delta Star shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Inspection of Goods.

(a) Buyer shall inspect the Goods and Services within 48 hours of receipt or completion of the Services, as applicable. Buyer shall immediately notify Delta Star in writing of any nonconformity. Buyer will be deemed to have accepted the Goods or Services if Buyer fails to provide such notice, or if Buyer commences use of the Goods or Services.

(b) After having been notified of any such failures, Delta Star shall use commercially reasonable efforts to remedy within a reasonable period. If Delta Star is not able to remedy such failures, Delta Star shall replace the Goods at issue or re-perform the Services at issue, which shall be Delta Star’s sole liability, and Buyer’s sole remedy, for Delta Star’s failure to remedy any such failures.

7. Price and Cancellation Policy - Goods.

(a) Unless otherwise provided in Delta Star’s quote, prices are firm for the delivery date quoted. If applicable, escalation pricing shall be determined according to the Delta Star Escalation Policy, which is incorporated herein. Buyer is responsible for any and all taxes, fees, levies, customs, duties, and the like which result from or in connection with the sale of Goods and Services by Delta Star. Buyer is also responsible for any and all additional charges, including, but not limited to, freight charges, special packaging requirements, insurance premiums, fees for export, transit, import and other permits, as well as for certifications.

(b) Cancelled orders are subject to the Delta Star Delay & Cancellation Policy, which is incorporated by reference herein.

8. Price and Cancellation Policy - Services.

(a) Unless otherwise provided in Delta Star’s quote, prices are based on normal business hours and are valid for 30 days from the date quoted. Should the decision to accept this offer be delayed to a later date, Delta Star would be pleased to either confirm or resubmit the offer. Overtime and weekend hours will be billed at one and one-half (1.5) times the hourly rate and holiday hours will be billed at two (2) times the hourly rate. Rates are subject to change without notice.

(b) Delta Star pricing assumes the use of non-union labor for all work quoted unless otherwise noted. If subcontracted union labor is required, Buyer is responsible for additional costs at the prevailing union wages for the required labor.

(c) Cancelled orders are subject to the Field Service Delay & Cancellation Policy, which is incorporated by reference herein.

9. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Delta Star within 30 days from the date of Delta Star’s invoice. The due date for payment shall not be extended if transport, delivery, commissioning, or Buyer’s possession of the Goods or Services is delayed or prevented due to reasons beyond Delta Star’s control.

(b) Buyer shall pay interest on all late payments at the lesser of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Delta Star for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.

10. Limited Warranty.

(a) Delta Star warrants to Buyer that for a period of 60 months from the date of shipment the Goods will materially conform to Buyer’s specifications and will be free from significant defects in workmanship and materials. This warranty extends to Services performed by Delta Star for one (1) year from the date of performance.

(b) Products manufactured by a third party (“Third Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods or Services. Third Party Products are warranted for one (1) year from shipment or the original equipment manufacturer’s warranty, whichever is longer. After the first year of the component part warranty, labor and service costs are excluded.

(c) DELTA STAR MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF

TERMS AND CONDITIONS

DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) To receive warranty coverage, Buyer must: (1) inspect the Goods or Services within 48 hours of delivery or performance and notify Delta Star of any observable damage or irregularity, and (2) allow Delta Star Field Service to either perform the installation or provide a minimum of 1 day of Field Service, if applicable.

(e) Delta Star shall not be liable for a breach of this limited warranty unless: (1) Buyer gives written notice of the defect, reasonably described, to Delta Star within 60 days of the time when Buyer discovers or ought to have discovered the defect; (2) Delta Star is given a reasonable opportunity after receiving the notice to examine such Goods or Services; and (3) Delta Star reasonably verifies Buyer's claim that the Goods or Services are defective.

(f) Delta Star shall not be liable for a breach of this limited warranty if: (1) Buyer makes any further use of such Goods or Services after giving such notice; (2) the defect arises because Buyer failed to follow Delta Star's oral or written instructions, including the Delta Star Instruction Manual (DS100), as to the storage, installation, commissioning, use, or maintenance of the Goods or Services; (3) Buyer or a third party alters or repairs such Goods or Services, or combines with any Third-Party Product, hardware, or product, without the prior written consent of Delta Star.

(g) Subject to this Article 10, Delta Star shall either repair or replace such Goods or nonconforming part, or re-perform the nonconforming Services, the method and extent of which rests in the sole discretion of Delta Star. Buyer shall provide clear access to the Goods for truck and cranes and bear all costs resulting from moving structures and equipment.

(h) BUYER'S EXCLUSIVE REMEDIES AND DELTA STAR'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL BE THOSE STATED HEREIN.

11. Intellectual Property.

(a) Buyer agrees that it does not have any property interest in Delta Star's intellectual property including, but not limited to, its trademarks, trade names, copyrights, trade secrets, patents, know how, or other proprietary rights of any nature whatsoever and will not attempt to reverse engineer or decompile any such products or disclose or use any such intellectual property.

(b) Buyer acknowledges that all right, title, and interest in any inventions, developments, improvements, or modifications to equipment or services will remain with Delta Star.

12. Indemnification. Buyer assumes all responsibility and liability for injury or damages resulting from its handling, possession, use, or sale of Goods or Services supplied hereunder, including, but not limited to any injury or damage resulting from the use of Goods in Buyer's operations or in combination with other substances or goods, and agrees to hold harmless, defend and indemnify Delta Star from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of such handling, possession, use or sale. The foregoing duty of Buyer to hold harmless, defend and indemnify Delta Star shall not apply to the extent such claim, loss, liability, or expense results from the willful misconduct or gross negligence of Delta Star.

13. Limitation of Liability.

(a) IN NO EVENT SHALL DELTA STAR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE GOODS OR SERVICES SUPPLIED HEREUNDER, NOR SHALL DELTA STAR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO DELTA

STAR FOR THE GOODS AND SERVICES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. BUYER'S EXCLUSIVE REMEDY IS THE REPAIR, REPLACEMENT, OR REPERFORMANCE OF THE GOODS OR SERVICES GIVING RISE TO SUCH CLAIM.

14. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

15. Confidential Information. All non-public, confidential or proprietary information of Delta Star, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Delta Star to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Delta Star in writing. Upon Delta Star's request, Buyer shall promptly return all documents and other materials received from Delta Star. Delta Star shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

18. General.

(a) This Agreement is governed by, and construed in accordance with, the laws of the state where the Goods are manufactured or Services performed, without regard to its principles of conflicts of laws. Buyer agrees to waive its rights to a trial by jury in any dispute under this Agreement.

(b) These General Conditions are between Delta Star and Buyer only. There are no third-party beneficiaries of this Agreement and all Services provided hereunder are performed solely for the benefit of Buyer.

(c) Buyer may not assign its rights or obligations hereunder without the prior written consent of Delta Star.

(d) All controversies and claims arising out of or relating to any contract between Delta Star and Buyer, or the breach thereof must be instituted within one year after the occurrence giving rise to the controversy or claim.

(e) The failure of Delta Star to enforce any provision of this Agreement shall in no way be construed as a waiver of such provisions or in any way affect the validity of this Agreement, in part or in full, or affect the right of Delta Star to enforce any other provisions of this Agreement.

(f) If any provision contained in this Agreement or any application thereof shall for any reason be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law



DELTA STAR
INCORPORATED



Reinhausen Manufacturing Inc. / 2549 North 9th Avenue / Humboldt TN 38343

Freeport Electric
46 North Ocean Avenue
Freeport NY 11520

Offer **10001587-00**

Contact person	Jeff Stein
Email	J.Stein@us.reinhausen.com
Phone	732-284-8197
Your inquiry	Delta Star re-gasket
Date of inquiry	05/31/2023
Project	Delta Start Re-gasket
Your Cust. No.	795188
Date	06/27/2023

Dear Ladies and Gentlemen,

We thank you for your above mentioned inquiry and offer - based on the conditions stated below - as specified on the following pages.

REINHAUSEN MANUFACTURING (RM) proposes to provide for this project, all non-union labor crew, and equipment necessary to perform the services according to the details contained in the work scope.

RM General Responsibilities:

****Please note: At the time of quoting this project, RM could not source pricing for a crane. If a PO is awarded to RM for this project, RM will source a crane with operator and bill their costs at cost plus 15% markup at the completion of the crane work.****

Scope of Work:

- Mobilize crew and equipment to Long Island, NY.
- Perform pre-job brief to identify hazards and proper isolation, switching, and grounding.
- Stage equipment
 - Oil processing rig
 - 6k stainless steel tanker
 - Manlift
- Perform pre-work oil sampling of transformer.
- Perform pre-work electrical testing of unit.
 - Doble Power Factor
 - Busing C1 & C2
 - Winding Resistance
 - TTR
 - Insulation Resistance

Reinhausen Manufacturing Inc.
2549 North 9th Avenue
Humboldt, TN 38343

Phone +1 (731) 784-7681
Fax +1 (731) 784-7682

President: Bernhard Kurth

REINHAUSEN Group

Regions Bank

Account: 7510125407

ABA number: 062005690

Swift Code: UPNBUS44

Federal Id # 62-1413391



- Partially drain oil from unit into RM supplied tanker.
- Perform oil sample of partially drained oil in tanker.
- Complete oil drain of unit in tanker.
 - Following down drain with dry-air (RM supplied)

- Perform re-gasket of top & bottom radiator flanges.
- Perform leak repairs (if needed) on radiator valves.
- Perform re-gasket of HV bushings.
- Perform re-gasket of LV bushings.
- Perform re-gasket of top-side manholes.
- Seal unit up, pressurize to 5PSI for final dew point.
- Perform oil processing/vacuum filling which consists of:
 - Twelve (12) hours of vacuum at/under 1 TOR
 - Vacuum fill & top off
- Perform post-work electrical testing of unit.
 - Doble Power Factor
 - Busing C1 & C2
 - Winding Resistance
 - TTR
 - Insulation Resistance
- Perform final oil samples of unit.
- Perform walkdown of work performed with customer.

Customer Responsibilities:

Prior to the acceptance of a purchase order, the purchaser shall provide a PCB report, showing PPM concentration. This report shall be dated within the preceding ninety (90) days of the PO date, with the following considerations:

- Concentration levels greater than 49PPM will result in purchase order rejection, as RM will not be able to complete the work
- Concentration levels between 1-49PPM will result in additional decontamination charges and customer responsibilities:
 - Waste drums and new "flush" oil for RM processing equipment
 - One (1) complete set of replacement filters for RM processing equipment
 - Labor hours for decontamination
 - Customer will dispose of all PCB contaminated waste
 - Customer will allow the decontamination process on their property, prior to final demobilization
- Establish productive relationship with RM for a successful project.
- Provide and handle the purchasing of oil and its transportation.
- Provide clear and easy access to the transformer.
- Remove any iso-phase, Deluge Fire System or structure that obstructs scope of work prior to the arrival/start-time of the RM Crew.
- De-energize any overhead lines if needed by open switches on both ends, lock/tag-out and provide visible grounds prior to the arrival/start-time of the RM Crew.
- Provide all manuals, one-line drawing, wiring schematics and control drawings.
- Provide onsite assistance for full time during project.
- Provide communication and sanitation facilities.



- Any remote control wiring, equipment installation, testing and commissioning back to any control house/dispatch or other is customer s responsibility.
- Provide drum and disposal of all waste, flush and scrap oil generated in execution of the project.

Notes:

- 1. Pricing does not include the cost of a crane. At the time of quoting, RM could not source pricing for a crane locally.**
- Pricing does not include the hauling of or providing of any oil.
- Working Max 12 hours per day, seven days per week during erection and working 24 hour shifts during processing. (Extra time requested will be billed as time and materials).
- Pricing does NOT include preheating unit prior to oil fill. All vacuum processing quoted based on ambient temperature being above 10 Celsius. If circulation time is required or requested, (The additional cost will be billed as time and expense).
- Pricing does NOT include other Site visits for Specific Safety Training. If there are any other specific requirements, please forward and we can review. (If required an additional cost adder can be provided).
- Pricing does NOT include any unscheduled Delays beyond the control of RM, including weather, and/or any other issues impacting the schedule. (The additional cost will be billed as time and expense).
- RM or its contractors are not responsible for any underground utilities, driveways, landscapes, curbing and asphalt parking lots. Equipment is very heavy and may damage these areas. RM recommends the appropriate surveys be performed prior to start of work.
- Pricing does not include Start-Up/Energization activities. Pricing can be provided upon formal request.
- Any site improvements such as gravel and temporary fence removal and security modifications are assumed to be the responsibility of the owner/customer.
- Any special customer required site specific safety related equipment or clothing will be invoiced to the customer at cost plus 15%.

Pricing is for installing (1) Transformer with (1) mobilization. Any additional mobilization will be at additional costs to the customer.

Item 10	EXPENSES - FLAT	1.00 LE
Note sales		Expenses prices are calculated based on the normal duration of the works according the scope of work. If additional time is needed for extra activities such as safety training, special labor or weather delays, additional expenses would be charged at the correspondent daily rates.

Item 20	SERVICE - FLAT TR0001762	1.00 LE
Equipment Description:		Transformer No. E31161202
General		
Service type		Transformer services
Number of employees		4
Number of days for the service		8 Day(s)
Country key		US
Location		LONG ISLAND



Note sales

Depending upon the findings of the technician, a return trip may be necessary in order to correct any issues which may be discovered. A return trip would be billed to the customer at the applicable rate. (Per RM Rate Sheet).

Prices do not include Special Labor or Site Specific Safety Rules or Special Customer Requirements for this type of work. If there are specific requirements, please let us know so we can review and revise the offer accordingly (if needed).

Extra time, such as Safety Training or Special Customer Requirements will be billed at the appropriate crew and equipment rates. Delays beyond the control of RM, including weather, will be billed at appropriate crew and equipment rates.

Total of items	122,337.08
Final amount (USD)	122,337.08

INCOTERMS EXW Humboldt TN

Terms of payment: 30 days after date of invoice

Terms of delivery: The delivery and/or service is based on enclosed "REINHAUSEN MANUFACTURING, INC. STANDARD SALES TERMS AND CONDITIONS".

Validity period: 07/30/2023

Price agreement: The offer with the stipulated prices applies to orders made within the above mentioned validity period and for deliveries until 12/31/2023

Delivery time: The delivery time is approx. 4 - 6 weeks (ex works) after receipt of the order for which all technical and commercial details have been clarified.



If we can be of any further assistance, please do not hesitate to contact us.

Best regards,

Jeff Stein

A handwritten signature in black ink, appearing to read 'Jeff Stein', written in a cursive style.

Reinhausen Manufacturing Inc.

This document was computer-generated and does not require a signature.

Please refer to the attached enclosures as applicable.

Kindly note:
Please settle prospective payments only to one of the below mentioned accounts.

ETOS®. Automation of power transformers - experience digitalization for yourself

Appendix:

- Quotation Document
- RM Standard sales terms and conditions
- RM Standard service terms and conditions

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



Application: The predominant purpose of the transaction set forth in the Order Confirmation is for a sale of goods from Reinhausen Manufacturing, Inc. ("Seller") to Buyer and any services are merely incidental. To the extent the Order Confirmation reflects incidental or non-incidental services, the attached Reinhausen Manufacturing, Inc. Standard Service Terms and Conditions shall apply in addition to Reinhausen Manufacturing, Inc.'s Standard Sales Terms and Conditions.

General:

- a. This sale is made, and expressly conditioned on, Buyer's assent to the terms and conditions contained herein and no others. Notice of objection is hereby given to any different or additional terms and conditions whether major or minor in character. Buyer's acceptance of the product or service shall be conclusive evidence of Buyer's assent to the terms and conditions contained herein.
- b. This writing is intended as the final, complete and exclusive statement of the terms and conditions on which this sale is made. This writing supersedes all prior written agreements and correspondence and any oral agreements or representations made contemporaneously herewith.
- c. The terms and conditions contained herein will govern all future sales by Seller to Buyer unless otherwise agreed by Seller in writing.
- d. Quotations, proposals and other related documents, such as drawings, wiring diagrams, etc. and weight indications, are not binding upon Seller unless so specifically stated in writing. Seller retains exclusive ownership and copyrights of all documents. Drawings and other documents relating to quotations and/or proposals are to be returned without delay on demand if order is not placed.

Agreement Documents: The Order Confirmation and any attachments are the sole and exclusive agreement of Seller and Buyer for the products and services in the Order Confirmation, and no other document, will be part of this agreement. Terms contained in the Buyer's response to, or acknowledgment or acceptance of, this Order Confirmation, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Buyer) are specifically rejected by Seller. Seller's offer to sell as provided in the Order Confirmation may not be modified by Buyer's counter-offers. Notwithstanding the foregoing, if this Order Confirmation is deemed an acceptance by Seller of a Buyer offer or counter-offer, then such acceptance is expressly made conditional on Seller's assent to all of the terms of this Order Confirmation, including those that are additional to, or different from, the terms of Buyer's offer or counter-offer. The terms and conditions of this Order Confirmation are subject to change without notice.

Prices: Prices are calculated to correspond with the cost situation at the time of the Order Confirmation. Seller reserves the right to adjust prices accordingly should the cost situation change. Prices quoted are valid for thirty (30) days unless

otherwise stated in the quotation. Changes in product specifications or deliveries shall be subject to change in prices.

Taxes: Buyer is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sales of products or services, or sales, use, transfer, goods, and services or value added tax or any other duties or fees related to any payment by Buyer to Seller for products and/or services provided to Buyer under or pursuant to the Order Confirmation.

Terms of Payment and Acceptance:

- a. An invoice will be issued when the products set forth in the Order Confirmation are shipped or when the services set forth in the Order Confirmation are scheduled, and terms of payment are net within thirty days from date of invoice unless different terms were stated by the seller in the quotation/order confirmation.
- b. If payments are not made in accordance with these terms, a service charge will, without prejudice to any rights of Seller, including that to immediate payment, be added to the account of Buyer in an amount equal to the lower of 1-1/2 % per month or fraction thereof or the highest legal rate on the unpaid balance.
- c. If, in the judgment of Seller, the financial condition of Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.
- d. In the event Buyer becomes insolvent or insolvency or bankruptcy proceedings are instituted by or against Buyer under state and/or federal law, Seller may refuse to deliver products or to render services except for cash, including payment for all products previously delivered and services previously performed, may stop delivery of any products in transit or performance of any services in progress, and may, if permitted by applicable state and/or federal law, cancel this order and recover its proper cancellation charges from Buyer or Buyer's estate.

Terms of Delivery:

- a. Unless otherwise agreed in writing by Seller, all products are sold F.O.B. point of shipment, and do not include installation. Regardless of the manner of shipment, title to the goods and the risk of loss or damage thereto shall pass to Buyer upon delivery to the Buyer by Seller at the Buyer's location or upon tender to Buyer at Seller's location.
- b. Except in the case of F.O.B. destination shipments, Seller shall have no liability for concealed or other shipment damage. When shipment has been made on an F.O.B. destination basis, Buyer must unpack immediately and, if damage is discovered, must:

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



- o Not move the product from the point of examination; retain shipping container and packing material;
 - o Notify the carrier of any apparent damage in writing on the carrier's delivery receipt and request the carrier to make an inspection;
 - o Notify the Seller's location for which the shipment originated within 72 hours of delivery; and
 - o Send Seller a copy of the carrier's inspection report.
- c. The period for delivery shall be calculated from the date on which Seller has signed a written agreement accepting Buyer's order. The delivery period can only be maintained if all necessary documents, specifications, authorizations, etc. to be provided by Buyer have been received in due time, and all commitments as well as terms of payment agreed upon have been fulfilled. Should these prerequisites not be complied in due time, the delivery period will be extended appropriately.
- d. In the event of mobilization, war or insurrection or of strike or lock-out of the relevant departments of Seller or sub-suppliers, or of a rejection of an important component or of other circumstances beyond Seller's control, thus preventing Seller from timely carrying out its obligations, the delivery period will be extended appropriately.
- e. Seller will endeavor to keep to the indicated delivery periods to the best of its ability. Seller, however, shall have no liability for damages due to delay, and Buyer shall have no right to cancel its order, unless Seller and Buyer have executed a separate written agreement in this respect.
- f. Partial deliveries are permissible.

Risk of Loss:

- a. Regardless of the manner of shipment, all risk of loss or damage will pass to Buyer upon the earlier of (1) tender to the carrier at the factory or warehouse of Seller or (2) if shipment is delayed at Buyer's request, at the time the product is ready for shipment. If requested by Buyer in writing, Seller will insure the product against shipment damage at Buyer's expense.
- b. Shipment shall not be delayed at Buyer's request except on terms that will indemnify Seller against all loss and additional expense including, but not limited to, demurrage, handling and storage charges. If requested by Buyer in writing, Seller will insure the product for the period of such delay at Buyer's expense.

Limited Warranty:

- a. Except as otherwise agreed to in writing by Seller, Seller warrants that the products manufactured by it and services performed by it will be free of defects in workmanship and material for the period of (2) year from the date of shipment or performance. This limited warranty does not cover, and Seller makes no warranty

regarding, the following: (1) parts that are not manufactured by Seller; (2) defects or failures caused by accident or improper handling or installation by persons other than Seller; (3) defects or failures caused by the failure to use or maintain the products according to Seller's recommendations; (4) products manufactured pursuant to plans, specifications, drawings or designs submitted or approved by Buyer; and (5) defects or failures caused by alteration, modification, or repair of products by persons other than Seller. This warranty extends to Buyer only and does not extend to any transferee, assignee or successor of Buyer.

- b. THIS SALE IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE DESIGN, FITNESS, CAPACITY, QUALITY OR ANY OTHER MATTER CONCERNING THE PRODUCTS EXCEPT AS SET FORTH IN THE PRECEDING PARAGRAPH WITHOUT LIMITING THE FOREGOING, THIS SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Exclusive Remedy; No Consequential Damages

- a. In the event any product or service supplied hereunder fails to comply with the limited warranty set forth in the preceding section and Buyer provides written notice to Seller within two years from the date of shipment or performance, Seller will correct such nonconformity by repair or, at its option, by replacement of the defective part, parts or service F.O.B. its factory or repair facility. In no event shall Seller be responsible for gaining access to the product, disassembly, reassembly and transportation of the product or parts from and to the place of installation. If Seller is unable to remedy the defect within a reasonable time, Seller shall, at its election and in its discretion, either replace the product or refund the purchase price.
- b. THE REMEDIES PROVIDED FOR IN THIS SECTION SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR SELLER'S BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

Limitation of Liability:

- a. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SELLER ITS AFFILIATES ITS CONTRACTORS AND SUPPLIERS OF ANY TIER, BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT (INCLUDING ADDITIONAL EXPENSES INCURRED IN USING EXISTING FACILITIES), CLAIMS OF CUSTOMERS OF SELLER, OR FOR ANY SPECIAL, PUNITIVE,

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

- b. THE TOTAL CUMULATIVE LIABILITY OF SELLER WITH RESPECT TO THIS CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, OR USE OF ANY PRODUCT COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT, PART OR SERVICE ON WHICH SUCH LIABILITY IS BASED.

Termination: Any order or contract may be terminated by Buyer only by written notice and upon payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract which have been incurred up to the date of notice of termination. All additional costs resulting from the termination and 10% of the final net price will be included in the termination charges to compensate for disruptions in scheduling, planned production and other direct costs. Payment shall be made within 30 days from date of invoice.

Force Majeure: Notwithstanding anything contained in these terms and conditions to the contrary, neither Seller nor Buyer shall be liable for failure of performance hereunder if occasioned by war, declared or undeclared, acts of terrorism, civil unrest, epidemic, pandemic, riots, strikes, labor disputes, work stoppages, international or malicious acts of organized opposition, governmental actions including without limitation shelter-in-place orders, orders, restrictions or regulations, interruption of transportation, delays, prohibition of import or export of goods, embargo, closure of public highways, railways, airways or ports, seizure under legal process, acts of God, including without limitation, tornado, hurricane, cyclone, windstorm, tidal wave, earthquake, flood, fire, power failure, water sprinkler leakage, insect, explosion or any other cause beyond the control of Seller or Buyer. Any suspension of performance by reason of force majeure shall be limited to the period during which the cause of failure exists. The party claiming Force Majeure shall give prompt written notice to the other of any such event or circumstance, and the notifying party shall cooperate in good faith with the other to minimize and mitigate the impact of any such event or occurrence and do all things commercially reasonable under the circumstances to achieve such goal. No adjustments to pricing and schedule shall be made to account for a Force Majeure event and its resulting impact on the work, without prior written approval of Seller and Buyer.

Held Orders: Any orders held or delayed or rescheduled at the request of Buyer will be subject to the prices and conditions of sale in effect at the time of the release of the hold or the reschedule. Any such order held, delayed or rescheduled beyond a reasonable period of time will be treated as a Buyer termination. When a product is ready for shipment and shipment cannot be made because of reasons beyond Seller's control, Seller shall submit an invoice for such product payable upon receipt thereof and shall, upon

written notice to Buyer, store such product. In such event, the following conditions shall apply:

- a. Risk of loss of the product shall pass to Buyer upon moving such product to storage; and
- b. All expenses, incurred by Seller in connection with the storage of the product including demurrage, the cost of preparation for storage, storage charges, insurance if placed, and handling charges shall be payable by Buyer upon submission of invoices by Seller.

Cancellation by Seller: Seller shall have the right to cancel the contract at any time by written notice for any breach of the contract by Buyer.

Procedure for Returning Products: Authorization and shipping instructions for the return of any product must be obtained by Buyer from Seller before returning the product. The product must be returned with complete identification in accordance with Seller's instructions or it will not be accepted. Where Buyer requests authorization to return a product for reasons other than breach of warranty by Seller, Buyer will be charged for placing the returned goods in salable condition (restocking charge) and for any outgoing and incoming transportation paid by Seller. In no event will Seller be responsible for a product returned without proper authorization and identification and payment of costs related thereto.

Export Packaging: Prices include products having standard domestic packing only. Any request by Buyer for packing for overseas shipment shall result in addition to the contract price.

Minimum Billing: The minimum billing charge shall be \$50 plus transportation charges as indicated in the "Terms of Delivery" section above.

Product Notices: Buyer shall provide the user (including its employees) of the product with all Seller's supplied product notices, warnings, instructions, recommendations and similar materials.

Additional Conditions Applicable to Nuclear Applications:

- a. In the event that Buyer or third parties use the product or any part thereof in connection with any activity or process involving nuclear fission or fusion or any use or handling of any source, special nuclear or byproduct material as those materials are defined in the U.S. Atomic Energy Act of 1954 as amended, Buyer, at no expense to Seller, shall have arranged for insurance coverage, indemnities, waivers of liability, recourse and subrogation in such amounts and under such terms and conditions as may be acceptable to Seller, and fully adequate in the opinion of Seller to protect Seller (and its subcontractors or suppliers of any tier) against any and all loss, costs, damage or expenses and claims and demands therefore, in contract, in tort or otherwise, including the cost of investigating, litigating and/or settling any such claims or demands, on account of bodily injury, sickness, disease or death to any person or the loss of, loss of use of or damage to the property of any person whether located on or off the site of a nuclear installation, arising out of or resulting from the

REINHAUSEN MANUFACTURING, INC.

STANDARD SALES TERMS AND CONDITIONS



radioactive, toxic, explosive or other hazardous properties of source, special nuclear or byproduct materials, as those materials are defined in the U.S. Atomic Energy Act of 1954 as amended.

- b. In the event that Buyer resells, distributes or in any way relinquishes control of the product or services to a third party, Buyer shall require from such third party compliance with all requirements under this Section, and (2) assurance that any subsequent buyer of the product or services shall comply with all requirements under this Section.
- c. Seller shall not be obliged to deliver the product until such insurance, indemnities and waivers have been produced by Buyer and are legally operative in Seller's favor, and upon Buyer's failure to do so, Seller may rescind the sale without liability for damages of any nature.

Governing Law: The terms and conditions of this contract shall be governed by and construed and enforced in accordance with the laws of the state of Tennessee without giving effect to the principles of conflicts of law.

Assignment: The rights and obligations under this contract shall not be assigned or delegated by Buyer without prior written consent of Seller. Any attempted assignment or delegation in contravention of this Section shall be void.

Remedies: The warranties and remedies available to Seller under the terms of this contract shall be cumulative in addition to those implied or available at law. No waiver of any breach of this contract shall be construed to constitute a waiver of any other breach or of any provisions hereof.

Consent to Jurisdiction: Buyer hereby irrevocably submits to the jurisdiction of any Tennessee court sitting in Gibson County, Tennessee and the United States District Court for the Western District of Tennessee over any action or proceeding arising out of or relating to this contract or the products and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Buyer further agrees that venue for any such action shall lie exclusively with courts sitting in Gibson County, Tennessee and the United States District Court for the Western District of Tennessee, unless Seller agrees to the contrary in writing. Seller agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Expenses and Attorneys' Fees: Buyer agrees to pay any and all costs and expenses (including without limitation, reasonable attorneys' fees and litigation expenses) incurred by Seller and arising out of or relating to Buyer's breach of any covenant or agreement or the incorrectness or inaccuracy of any representation and warranty made by Buyer.

Amendment and Waiver: This contract cannot be amended, changed or modified, except by a writing signed by both parties. No acceptance of less than full, conforming performance by either party shall be deemed a waiver of that party's right to full, conforming performance at a subsequent time. Parole or extrinsic evidence and evidence of course of

dealing, usage of trade or course of performance shall be inadmissible to contradict the express terms of this contract or to supply any additional terms.

Severability: In the event that any one or more terms or provisions hereof shall be held void or unenforceable by any court, all remaining terms and provisions hereof shall remain in full force and effect.

Writings: If the terms hereof require that any consent, agreement or other item be provided in "writing," then such consent, agreement or other item must include a hand-written signature. Emails, voice mails and other forms of records that do not require handwritten signatures shall not qualify as a "writing" for the purpose hereof.

Intellectual Property: Buyer grants Seller all rights and licenses necessary for Seller and its affiliates to use, transfer, pass-through, and sell the products and services and to exercise the rights granted under this contract. Buyer shall not use the name or trademarks of Seller or its affiliates or refer to or identify Seller or its affiliates in any marketing materials (including without limitation testimonials or customer listings) or press releases without the prior written consent of Seller.

Ownership of Products: All work products developed by Seller and provided to Buyer under this contract are and shall remain the personal property of Seller.

Indemnification: Buyer agrees to defend, hold harmless, and indemnify Seller and its affiliates from any claim (including without limitation costs, expenses and attorney's fees) arising from (1) claims that any of Buyer's specifications infringe on any intellectual property rights, and (2) the failure of Buyer to comply with its warranties and obligations under this contract.

Insurance: Buyer shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Buyer's industry practice.

REINHAUSEN MANUFACTURING, INC.

STANDARD SERVICE TERMS AND CONDITIONS



Application: The predominant purpose of the transaction set forth in the Order Confirmation is for Technical Service from Reinhausen Manufacturing, Inc. ("Seller") to Buyer and any services are merely incidental. To the extent the Order Confirmation reflects incidental or non-incidental services, Reinhausen Manufacturing, Inc.'s Standard Service Terms and Conditions shall apply in addition to the attached Reinhausen Manufacturing, Inc. Standard Sales Terms and Conditions.

Workplace Safety: Prior to performance of any of the services set forth in the Order Confirmation, Buyer shall conduct a workplace hazard assessment for the site where the services set forth in the Order Confirmation are to be performed. This assessment shall identify all site hazards and inform Seller's technicians of accident procedures and evacuation plans. Buyer shall also prepare a written certification labeled "Certification of Hazard Assessment" certifying that the workplace hazard assessment was completed for the services set forth in the order confirmation. In addition to the workplace hazard assessment, Buyer shall ensure that a pre-job meeting and/or pre-job brief is provided to Seller's technicians to perform the services set forth in the Order Confirmation. Buyer shall document that a pre-job meeting occurred and/or document that Seller's technicians received a copy of the pre-job brief. Buyer shall also ensure that upstream and downstream isolation switches are open, grounds have been placed on all windings (HV, LV & TV), and that appropriate lock-out/tag-out procedures have been followed. In the event that the services set forth in the Order Confirmation must be performed when equipment is energized, the tap changer must be locked on a fixed tap. If an unsafe condition arises, Seller's technicians reserve the right to stop work until the unsafe condition is corrected.

Authority: Seller's technicians are expressly without authority to bind Seller or REINHAUSEN to any contract, agreement or acknowledgment of liability.

Staffing: Seller reserves the right to assign which of its technicians will carry out the services set forth in the Order Confirmation. The assignment of Seller's technicians is dependent on the services set forth in the Order Confirmation, the site where the services are to be performed, and the availability of Seller's technicians. Buyer must make requests for specific service dates at least three weeks before services are to be performed so that attempts can be made to honor the requested service date. Any preliminary work to take place at the Seller's Humboldt, Tennessee facility will be billed at flat rate equal to the hourly service rate set forth in the Order Confirmation multiplied by the sum of total number of work days and total number of Seller's technicians used to perform the services set forth in the Order Confirmation.

REINHAUSEN Specialists: If it is necessary that an REINHAUSEN Specialist performs any of the services set forth in the Order Confirmation, Buyer shall obtain and provide the REINHAUSEN Specialist with the necessary entry visas and work permits prior to departure of the REINHAUSEN Specialist. All terms and conditions referring to Seller's technician shall apply equally to an REINHAUSEN Specialist.

Auxiliary Equipment and Personnel: Buyer shall supply all necessary auxiliary equipment (e.g., lifting devices, oil containers, oil pumps, scaffolding, etc.) and personnel. Buyer is also responsible for obtaining auxiliary personnel to drain tap changer oil, handle tap changer oil, vacuum fill tap changer oil and dispose of waste tap changer oil.

- a. Buyer agrees to defend and indemnify seller for any and all liability arising from delays in obtaining necessary auxiliary equipment and/or personnel, but for liability arising out of Seller's own negligence.
- b. Buyer agrees to defend and indemnify seller for any and all liability arising out of Buyer's procurement, installation and/or operation of necessary equipment, but for liability arising out of Seller's own negligence.
- c. Buyer agrees to defend and indemnify Seller for any and all liability arising out of auxiliary personnel's work, but for liability arising out of Seller's own negligence.

Cancellation: Buyer shall pay a twenty percent cancellation fee services set forth in the Order Confirmation that Buyer cancels within ten days of the mobilization date for such services.

Re-Stocking: Buyer shall pay a twenty percent restocking fee for parts ordered and shipped to Buyer or the site where services are to be performed that Buyer subsequently returns.

Delay: Buyer is responsible for all costs arising from delays in the performance of the services set forth in the Order Confirmation other than delays attributable to Seller.



6/19/2023

Freeport Electric
289 Buffalo Avenue
Freeport, NY 11520

Attention: Mr. Keith Muchnick
Subject: Transformer Field Services Quotation

The RESA Transformer Service Team appreciates this opportunity, and we are pleased to submit our proposal to provide a budgetary proposal to provide repairs on the following transformer at your facility in Freeport, NY.

Manufacturer	Unit #	High Voltage	Serial #	Gallons	Fluid	PPM PCB
Delta Star	TC-31	69000	E31191202	3940	MO	??

JOB SCOPE:

1. Arrival onsite and set-up the necessary equipment.
2. Drain transformer through the processor's filtration system into RESA supplied tanker
3. Remove all-thread radiator support brackets,
4. Remove, re gasket, and replace the following accessories on each transformer [See Notes]
 - a. Lightning arrestors, if needed,
 - b. 14 radiators flanges,
 - c. Installation of packing on 14 radiator valves would be additive, if needed
5. Re-install radiator supports,
6. Pressure Test. Apply three-pound nitrogen blanket to the transformer's headspace.
 - a. Monitor pressure test during this set time
7. Perform a 24 hour dew point. If dew point passes test, proceed with vacuum hold and refill. If dew point is not acceptable, RESA will (per the additional work rates in Appendix A) pull vacuum and hold per manufacturer's specifications and when complete continue with steps 7 through 11.
8. Establish and hold vacuum for 24 hours,
9. At the completion of the vacuum hold hours, RESA will refill the unit with the original filtered oil maintaining <1 torr vacuum.
10. Apply three-pound blanket and allow transformer to cool.
11. RESA can also electrically test transformer at additional cost, if desired:
 - a. Insulation Resistance
 - b. TTR
 - c. Power Factor
12. Take oil sample and test
 - a. Standard Screen

NOTES

- 1) Quote is based on rig being within 100 feet of the transformer; further than 100 feet may involve additional time and charges.
- 2) Nitrogen or dry air flow will be maintained on transformer during the processes of draining, assembly, and accessory removal
- 3) Crane service to be supplied by RESA

INVESTMENT

DYMAX's price to perform this service is **\$81,345.00** which includes materials, labor, and mobilization. This project is specifically priced for the service to be performed Monday through Saturday including mobilization/demobilization. If it is necessary to include a Sunday or holiday within the schedule, additional billing will be incurred at **\$2,250.00**, per three-man crew, per occurrence. DYMAX reserves the right to submit partial invoicing during this project. The prices in this quotation are based on and include the terms and conditions in Appendix A.

RESA TRANSFORMER SERVICES

RESA Transformer services differ from most transformer service systems and organizations. As you evaluate the RESA Service proposal compared to other transformer service options, please consider the following system and service features that our approach to contract performance provides for your organization:

- **Skilled Service Technicians**

Our technicians average over 20 years of experience and are skilled in all phases of transformer field services including:

- Oil treatment
 - All oil processing(Degasification, Oil Dehydration, Hot oil reclamation, re-inhibit)
 - Vapor Dry Out of HV Transformers with wet insulation or a failed dew point
 - Liquid Nitrogen Cold trap to track insulation dry out progress(dehydration)
- High voltage transformer & LTC repairs
- Complete on-site transformer refurbishment
- Electrical testing
- Fluid analysis, results interpretation, and solutions consultation,
- Internal inspections and electrical trouble shooting
- Transformer assembly, testing, commissioning, and relocations

- **RESA treatment rigs incorporate:**

- **On-board or auxiliary power generation** systems which can eliminate the requirement for you to provide house power or to coordinate the delivery, operation, and return of a portable generator
- **A complete lab** to provide moisture and oil screen results as well as in-line Doble® Domino moisture monitor. This provides customers with real time moisture results obtained during the treatment operation. Additional circulation passes while the equipment is on-site may be a prudent investment.
- **Transformer Dehydration and Reclamation Projects** are supported with the required oil heating system, regardless of the challenge. RESA treatment units

generate more heat than most contractors' equipment, which enables the most effective internal cleansing of sludge and retained moisture in the same number of circulation passes.

- **RESA Service provides our clients with....**
 - Substantial experience, from the field service technicians, to our group of sales personnel, to the management and office support staff
 - Newer, state of the art processing apparatus to solve every fluid treatment requirement with the utmost of speed and efficiency,
 - A unique capability to address transformer services from new transformer assembly and installation service, to repairing and extending the useful life of the most aged electrical equipment you may have
 - The capability of performing oil processing services while the equipment is on scheduled downtime or ,if qualified, while it remains in service up to 138 kV primary voltage
 - An organization that extends electrical equipment life extension solutions beyond transformers to include engineering services, switchgear upgrades, low and medium voltage breakers, motor control centers, and other electrical apparatus under 800,000 square feet of warehouse space.

From the experienced Operations Team directing this project, to the transformer experts who will do the work, to the RESA equipment that can handle any size transformer, you will have the equipment and expertise required for a successful project completion.

We appreciate the opportunity to quote this project and look forward to being of service to you soon. If you have any questions, please do not hesitate to contact me at 330.484.6801.

Respectfully Submitted,

Jeff Larsen
General Manager
RESA Power

Appendix A: RESA Service, LLC Contract

CLARIFICATION

This quotation is based on a reasonable and acceptable work environment wherein RESA will be allowed to commence and perform work on an orderly scheduled basis. This relates directly but not exclusively to the customer de-energizing equipment within a timely basis, safety consideration, permits, working conditions, instructional or information meetings, and unique work rules. Such requirements are to be communicated to RESA and agreed upon prior to order acceptance.

If the bid specifications require 24 hour workdays, 7 days per week, and/or including a holiday, RESA will base the quotation and work schedule on those requirements. Should bid specifications or job information presented to RESA not adequately represent the job situation that actually exists, then adjustments may be required to our quoted price.

SAFETY

It is understood that RESA personnel will not de-energize or re-energize the equipment to be serviced. RESA must be permitted to verify the equipment is de-energized and allowed to lock and tag switching devices as required. We reserve the right to refuse service to any equipment described in this quote, if such servicing is deemed an undue safety hazard.

OIL PROCESSING

When oil transfer or treatment is required, the objective is to process the fluids without spreading contaminants - such as PCB or silicone - to the unit(s), to RESA's equipment, or to the environment. This technique requires an orderly process, which includes testing the dielectric fluid prior to any services on this electrical equipment. Additional invoicing may be incurred if contaminants are introduced into RESA's processing equipment via unit(s) listed above.

Upon completion of dehydration process, the following minimum standards will be attained leaving our process system: Dielectric 35 kV Minimum and Moisture content: 10 ppm Maximum

ENERGIZED PROCESSING

When processing is to occur while the equipment is energized, the following criteria must be met:

- Voltages of 69 kV or less
- Dielectric strength greater than 22 kV
- Water concentration less than 50 ppm
- Operating liquid level gauge
- Minimum of one inch fill and drain valves
- Safe access to valves
- Breather
- Total Combustible Gas Levels (3-5% 30,000 ppm)
- Minimum of 200 gallons
- Unless specified in this proposal, all work is to be performed on de-energized equipment.

For primary voltages greater than 69kV, detailed fluid analysis will need to be reviewed by RESA to approve energized pricing. For all energized work or processing the RESA crews on site will need to verify safe access to the work area and work scope and they will have full authority to not proceed with the work should unsafe conditions exist.

CUSTOMER RESPONSIBILITIES

RESA requests the following:

1. Provide a valid purchase order or purchase order number to enable RESA Service, LLC. to schedule the project.
2. A liaison person who is familiar with the plant site, work environment and location of units to help attain overall project efficiency.
3. Provide isolation of equipment to be serviced and OSHA compliant lock-out/tag-out (LOTO) of all required equipment, which meets all current OSHA LOTO standards.
4. Isolation of any protective devices that may de-energize the unit or cause remote tripping of other electrical equipment while performing energized processing.
5. Provide clear access to transformer(s) for the RESA equipment.

6. Disconnect/reconnect both high and low voltage leads when required.

PCB

This quote is based on the units to be serviced being at PCB levels that have been tested and are <2ppm PCB. Prior to the start of the work, Customer will need to provide a PCB analysis from these units that has been pulled and analyzed within the last 180 days verifying this level. Should the level of PCB be greater than this, additional charges for post project rig flushing may apply.

PRICING AND SCHEDULE CLARIFICATION

RESA's operations staff will coordinate service scheduling with the client designated point of contact.

Should Customer cancel the scheduled work without providing three (3) business days, 72 hours written notice of the scheduled start, they will be invoiced, and agree to pay a cancellation fee of 5% of the contract with a minimum dollar amount of **\$2,000.00**. In addition to the cancellation fee, Customer agrees to reimburse RESA for direct, non-recoverable costs incurred by RESA at the time of, or subsequent to cancellation which, was incurred for the direct purposes of the scheduled work.

This project is specifically priced for the service to be performed Monday through Saturday including mobilization/demobilization. If it is necessary to include a Sunday or holiday within the schedule, additional billing will be incurred at \$1,200.00, per two-man crew, per occurrence. RESA reserves the right to submit partial invoicing during this project.

Any additional rig processing or crew labor beyond the standard work quoted will be billed as follows:

1. Additional rig processing at \$350.00 per man-hour with a \$10,500.00 maximum daily charge. This price includes labor and rig processing materials.
2. Site work, which is prohibited or delayed by Customer at \$350.00 per man-hour with a \$10,500.00 maximum daily charge.
3. Work which is delayed by weather at \$350.00 per man-hour or \$9,500.00 maximum daily charge.
4. Additional oil storage and containment rental fees will be charged at cost plus 20%, after the designated base rate period.
5. Any other required materials, or subcontracted expenses, will be charged at cost plus 20%.

TERMS

Price does not include applicable local, state or federal tax. Payment Terms are Net 30 days from date of invoice. Overdue accounts will be charged interest at a rate of 1.5% per month.

The prices and terms in this quotation are effective for thirty (30) days, after which they may be changed. To reserve the proper resources to provide a complete and quality service to you, we will need confirmation of your acceptance in the form of a Purchase Order or Contract. The purchase order or contract must reference this quotation and mutually agreed to terms and conditions. The terms and conditions of this quotation supersede any conflicting terms of subsequent purchase order.

RESA shall not be responsible for any kind of indirect or consequential cost, loss, or damage.

WARRANTY

RESA warrants that any materials provided shall be free from defects under normal use for a period of one year. RESA shall repair or replace, at its sole discretion, any product provided by RESA that it determines was defective provided we received written notice of such defect during the warranty period.

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: July 28, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Bid #18-03-ELEC-443
Uniformed Guard Services for Power Plant – Agreement Amendment 6

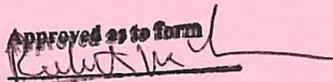
Attached for your review is Amendment 6 to the Guard Services Agreement with Arrow Security (Arrow). On April 30, 2018, the Board of Trustees awarded the Guard Services bid (Bid #18-03-ELEC-443) to Arrow as the lowest responsive and responsible bidder to provide guard services for Power Plant 1 for a term of three years with an option to extend the contract for up to two years. This contract expired on February 28, 2023 (Second Renewal Term). The Utility advertised for guard services prior to the contract expiration date but only received one response. This proposal contained exceptions that were unacceptable. The proposal was rejected by the Board on February 27, 2023 and the specifications were re-advertised. A two-month extension for Arrow's guard services was approved on April 3, 2023.

Four bid proposals were received in response to the new ad and they were rejected by the Board on May 1, 2023. The two-month extension ended on June 30, 2023. The guard services agreement with Arrow was further extended until July 31, 2023. On July 17, 2023, the Board approved the rejection of the two bid proposals submitted for the latest re-advertisement for uniformed guard services (Bid #23-05-ELEC-662). The Electric Department will be exploring alternative security options. As such, I am requesting that the guard services contract be extended for two additional months (August – September 2023), with 15 days cancellation notice. The rate will be held firm during this period. The estimated cost during the extension period is \$16,926.00/month.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approves extending the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for guard services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) at a cost of \$16,926.00/month for the period August 1, 2023 until September 30, 2023. The cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1). There are sufficient funds available to cover this expense.

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Approved as to form

Deputy Village Attorney

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 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021, at a cost of \$546,840.00 with an option to extend the contract for up to two (2) years; and

WHEREAS, the Board subsequently renewed the contract for the first and second renewal terms from March 1, 2021 through February 28, 2023, at annual costs of \$203,112.00; on April 3, 2023, while in the process of re-bidding the contract, the Board approved to extend the contract (Amendment 3) for the period retroactive to March 1, 2023 until April 30, 2023, in the amount of \$33,852; on May 15, 2023, the Board approved to extend the contract (Amendment 4) for the period retroactive to May 1, 2023 until June 30, 2023, in the amount of \$33,852; and on July 17, 2023, the Board approved to extend the contract (Amendment 5) for the period retroactive to July 1, 2023 until July 31, 2023, in the amount of \$16,926.00; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval that the guard services contract (Amendment 6) be retroactively extended for two months with the rate remaining fixed, for the period from August 1, 2023 until September 30, 2023, in the amount of \$16,926.00 per month; and

WHEREAS, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby extend the contract (Amendment 6) with Arrow Security, 300 West Main Street, Smithtown, NY 11787, for Guard Services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period retroactive to August 1, 2023 until September 30, 2023, in the amount of \$16,926.00 per month.

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

**GUARD SERVICES AGREEMENT
AMENDMENT 6**

**INC. VILLAGE OF FREEPORT
AND
ARROW SECURITY**

This AMENDMENT 6 dated August 1, 2023, is made to that certain agreement dated May 1, 2018 (the "Agreement"), and is by and between the Inc. Village of Freeport ("IVF"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520, and Arrow Security ("the Contractor"), located at 300 W. Main St., Smithtown, NY 11787.

WHEREAS, the IVF and the Contractor now wish to amend the Agreement to extend the term for two additional months and maintain the cost of services per the Agreement terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the IVF and the Contractor agree that the following sections of the Agreement are amended as stated below.

Article III. Term, amend as follows:

D. This Agreement is extended for a period of two (2) additional months that shall run from August 1, 2023, until September 30, 2023, with the right of either party to terminate the agreement with 15 days written notice.

Article V. Compensation, add as follows:

A. (ii) The cost for Guard Services provided by the Contractor during the mini extension period shall be \$16,926.00/month.

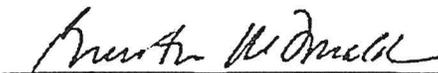
All other terms and conditions of the Agreement shall remain in full force and effect.

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

INC. VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

ARROW SECURITY

BY: 
BRENDON MCDONALD, CFO

APPROVED AS TO FORM:

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.

CORRECTED DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 1, 2018
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 30, 2018:

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

WHEREAS, The Village of Freeport has solicited bids for Bid #18-03-ELEC-443 Uniformed Guard Services for Power Plant; and

WHEREAS, five (5) bids were received on April 17, 2018; and

WHEREAS, the lowest responsible bid submitted was that of J. W. Security who failed to provide the required bid bond, and therefore the bid submitted by J.W. Security has been disqualified; and

WHEREAS, the next responsible bid submitted was that of Arrow Security, 300 West Main Street, Smithtown, New York, 11787 in the amount of \$546,840.00 for a term commencing May 1, 2018 to February 28, 2021 with an option to extend the bid for up to two (2) additional years if mutually agreeable; and

WHEREAS, the contract contains a clause permitting the Village to cancel the agreement upon sixty days' written notice; and

WHEREAS, the cost of the contract will be charged to E7191001 511100-Security Contract Exp PPI; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board authorizes the award of this bid for #18-03-ELEC-443 Uniformed Guard Services for Power Plant to Arrow Security, 300 West Main Street, Smithtown, New York, 11787 in the amount of \$546,840.00 for a term commencing May 1, 2018 to February 28, 2021 with an option to extend the bid for up to two (2) additional years if mutually agreeable.

The Clerk polled the Board as follows:

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

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities November 3, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 1, 2021:

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

WHEREAS, on April 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021 at a cost of \$546,840.00 with an option to extend the contract for up to two years,

WHEREAS, on November 30, 2020, the Board of Trustees approved the first extension term from March 1, 2021 through February 28, 2022 at a cost of \$203,112.00; and

WHEREAS, the Utility is satisfied with the services provided by Arrow and is requesting that the Guard Services contract be extended for a second and final term from March 1, 2022 until February 28, 2023; and

WHEREAS, the compensation rate for Guard Services during the second term will remain the same as the current renewal term at \$203,112.00 per the terms of the agreement; and

WHEREAS, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PPI) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve extending the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 for a cost of \$203,112.00 from March 1, 2022 until 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.

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities March 1, 2023
FROM: Pamela Walsh Boeing, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 27, 2023:

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

WHEREAS, on January 23, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the "Uniformed Guard Services for Power Plant", Bid #23-02-ELEC-649; and

WHEREAS, at the bid opening on February 14, 2023, the Electric Department received one (1) bid in response to the above-referenced notice; and

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to reject the bid due to exceptions unacceptable to the utility, and re-bid this specification at a later date; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the bid received on February 14, 2023 for the "Uniformed Guard Services for Power Plant", Bid #23-02-ELEC-649, be rejected.

The Clerk polled the Board as follows:

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

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

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 5, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 3, 2023:

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

WHEREAS, on April 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021 at a cost of \$546,840.00 with an option to extend the contract for up to two (2) years; and

WHEREAS, on November 30, 2020, the Board of Trustees approved the first extension term from March 1, 2021 through February 28, 2022 at a cost of \$203,112.00; and

WHEREAS, on November 1, 2021, the Board of Trustees approved the second and final extension for a term from March 1, 2022 until February 28, 2023 at a cost of \$203,112.00; and

WHEREAS, the Utility advertised for guard services prior to the contract expiration date, but only received one response; this response contained exceptions that were unacceptable; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval that the guard services contract be retroactively extended for two months with Arrow Security, 300 West Main Street, Smithtown, NY 11787, for guard services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period March 1, 2023 until April 30, 2023, in the amount of \$33,852; and

WHEREAS, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and Mayor be and hereby extend the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period retroactive to March 1, 2023 until April 30, 2023, in the amount of \$33,852.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe In Favor

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

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

cc:

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

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DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 2, 2023
FROM: Pamela Walsh Boeing, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 1, 2023:

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

WHEREAS, on March 13, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the "Uniformed Guard Services for Power Plant", Bid #23-04-ELEC-657; and

WHEREAS, at the bid opening on April 11, 2023, the Electric Department received four (4) bids in response to the above-referenced notice (28 specifications were picked up); and

WHEREAS, the Utility has decided to make a change to the specifications; and

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to reject the bid proposals received and re-bid the revised specification at a later date; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the bids received on April 11, 2023 for the "Uniformed Guard Services for Power Plant", Bid #23-04-ELEC-657, be rejected.

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

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 May 16, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 15, 2023:

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

WHEREAS, on April 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021 at a cost of \$546,840.00 with an option to extend the contract for up to two (2) years; and

WHEREAS, on November 30, 2020, the Board of Trustees approved the first extension term from March 1, 2021 through February 28, 2022 at a cost of \$203,112.00; and on November 1, 2021, the Board of Trustees approved the second and final extension for a term from March 1, 2022 until February 28, 2023 at a cost of \$203,112.00; and

WHEREAS, on April 3, 2023, the Board approved to extend the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period retroactive to March 1, 2023 until April 30, 2023, in the amount of \$33,852; and

WHEREAS, four (4) bid proposals were received in response to the new advertisement and they were rejected by the Board on May 1, 2023; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval that the guard services contract be retroactively extended for two months with Arrow Security, 300 West Main Street, Smithtown, NY 11787, for guard services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period May 1, 2023 until June 30, 2023, in the amount of \$33,852; and

WHEREAS, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby extend the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period retroactive to May 1, 2023 until June 30, 2023, in the amount of \$33,852.

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:

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

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 18, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on April 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021, at a cost of \$546,840.00 with an option to extend the contract for up to two (2) years; and

WHEREAS, the Board subsequently renewed the contract for the first and second renewal terms from March 1, 2021 through February 28, 2023, at annual costs of \$203,112.00; and

WHEREAS, on April 3, 2023, while in the process of re-bidding the contract, the Board approved to extend the contract (Amendment 3) for the period retroactive to March 1, 2023 until April 30, 2023, in the amount of \$33,852;

WHEREAS, on May 15, 2023, the Board approved to extend the contract (Amendment 4) for the period retroactive to May 1, 2023 until June 30, 2023, in the amount of \$33,852; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval that the guard services contract (Amendment 5) be retroactively be extended for one month with the rate remaining fixed for the period July 1, 2023 until July 31, 2023, in the amount of \$16,926.00; and

WHEREAS, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby extend the contract (Amendment 5) with Arrow Security, 300 West Main Street, Smithtown, NY 11787, for Guard Services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period retroactive to July 1, 2023 until July 31, 2023, in the amount of \$16,926.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

Not Present

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

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

cc:

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

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DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities July 18, 2023
 FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on May 1, 2023, the Board authorized the Village Clerk to publish a Re-Bid Notice to Bidders for the Uniformed Guard Services for Power Plant, Bid #23-05-ELEC-662; and

WHEREAS, at the bid opening on May 30, 2023, the Electric Department received two (2) bid proposals in response to its request for bids for Uniformed Guard Services for Power Plant (31 specifications were picked up); and

Company	Bid Amount
Wisdom Protective Services	\$1,380,109.44
Arrow Security	\$1,482,830.16

WHEREAS, at this time, the Department is reconsidering internal security services; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the bids received on May 30, 2023 for the “Uniformed Guard Services for Power Plant”, Bid #23-05-ELEC-662, be rejected.

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: August 4, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Borescope and Package Inspection for the LM6000 PC Package
Request for Professional Services Agreement - Reed Services of Wyoming, Inc.

Attached for your review is a professional services agreement for the borescope and package inspection of the LM6000 PC Package to be performed by Reed Services of Wyoming, Inc. RSI proposed a flat rate cost of \$10,750.00 for year 2023 - 2024, \$11,250.00 for year 2024 - 2025, and \$11,850.00 for year 2025-2026. The Village has the option to extend the contract for one additional year. RSI had a prior three year agreement with the Village that was approved in 2020. The extension year cost for that agreement was \$11,700.00. The first year cost of the new contract is almost \$1000.00 less. For the following two years there is an approximate 5% price increase annually.

The borescope and package inspection are specialized services. These services are required to maintain the optimal functioning of the LM6000 unit located at Power Plant 2.

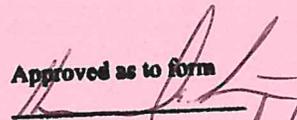
It is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve a professional services agreement with Reed Services of Wyoming, Inc., 3909 West 5th St., Cheyenne, WY 82007 for the not to exceed amount of \$33,850.00 for a three year period (\$10,750.00 for year 2023 - 2024, \$11,250.00 for year 2024 - 2025, and \$11,850.00 for year 2025-2026) starting March 1, 2023. The cost for the optional year shall be \$12,450.00. Emergency services outside of the scope of services shall be billed at the rates specified in the contract. Further, that the Mayor is authorized to execute all documentation necessary to effectuate this agreement. The cost of this service will be charged to Account E7131006 510000. 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=alivingstone@freeportelectric.co
m, c=US
Date: 2023.08.04 16:06:36 -0400

Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form


Village Attorney

8/5/2023

AL:db
Attachments

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

It was moved by Trustee _____, seconded by Trustee _____, who moved its adoption that:

WHEREAS, the Electric Utility is in need of a Borescope and Various Inspections of LM6000 Package, which is required to maintain the optimal functioning of the LM6000 unit located at Power Plant 2; and

WHEREAS, Reed Services of Wyoming, Inc., (RSI) 3909 West 5th Street, Cheyenne, Wyoming 82007 has been the vendor for this service since fiscal year 2020/21, and the rate for the 2022/23 year was \$11,525.00, and the 2023/24 optional extension is \$11,700.00; and

WHEREAS, RSI is willing to enter into a professional services agreement to continue providing said service for three years with an optional fourth year and has proposed a flat rate cost of \$10,750.00 for year 2023/24, \$11,250.00 for year 2024/25, \$11,850.00 for year 2025/26, and 12,450.00 for the optional year of 2026/27 (representing a decrease of over 8% for the first year from optional extension rate, with an increase of approximately 5% for each additional year); and

WHEREAS, emergency services outside the scope of the contract will be billed at the following hourly rates:

2022/23 Contract Rate	\$180.00
2023/24 Extension Rate	\$185.00
2023/24 Proposed 1 st year Contract Rate	\$190.00
2024/25 Proposed 2 nd year Contract Rate	\$200.00
2025/26 Proposed 3 rd year Contract Rate	\$210.00
2026/27 Proposed Optional Extension Contract Rate	\$220.00

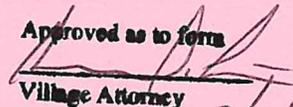
WHEREAS, the cost of this service will be charged to Account E7131006 510000 (Supervision and Engineering – LM6000) and there are sufficient funds in this account to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to enter into a contract for the the Borescope and Package Inspection for the LM6000 PC Package with Reed Services of Wyoming, Inc., (RSI) 3909 West 5th Street, Cheyenne, Wyoming 82007, for a three year period running retroactively from March 1, 2023 through February 28, 2026 with an optional one year extension at a cost of \$10,750.00 for year 2023/24, \$11,250.00 for year 2024/25, \$11,850.00 for year 2025/26, and 12,450.00 for the optional year of 2026/27, with emergency rates as listed above.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

VOTING

Approved as to form

Village Attorney
8/5/2023

Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
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VOTING

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

REED SERVICES OF WYOMING, INC.

MARCH 1, 2023 – FEBRUARY 28, 2026

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the Third (3) day of August, 2023, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (also referred to as "IVF"), and REED SERVICES OF WYOMING, INC., with an office located at 3909 West 5th Street, Cheyenne, WY 82007 (also referred to as "RSI");

WITNESSETH:

WHEREAS, RSI has certain unique skills, abilities and expertise useful to the Incorporated Village of Freeport Electric Utility such as technical consulting and maintenance services related to the gas turbine at Freeport's Power Plant 2, and,

WHEREAS, RSI is an independent contractor ready, willing and able to provide services to the Incorporated Village of Freeport for the period contemplated by this Agreement;

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

TERMS AND CONDITIONS

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

1. *Employment.*

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

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 28, 2026 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph twelve (12) herein. IVF has the option to extend the contract for one (1) additional year. The IVF will compensate RSI for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all routinely scheduled borescope and various inspections services rendered by RSI under this Agreement, the IVF shall pay RSI a fee not to exceed \$33,850.00 over a three year period (flat rates: \$10,750.00 for year 2023 - 2024; \$11,250.00 for year 2024 - 2025; and \$11,850.00 for year 2025 - 2026) retroactively starting March 1, 2023 through February 28, 2026. The cost for the optional year shall be \$12,450.00 as delineated in Attachment A. Emergency borescope services shall be invoiced at the rates for emergencies listed in Attachment A. All services to IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

RSI shall assist the IVF with its gas turbine maintenance needs as required. RSI's scope of services shall include the following.

Equipment, Systems, Labor, and Services to Perform a Borescope according to GE WP 4015 00:

- 1) Full borescope according to GE WP 4015
- 2) Lube & Scavenger Pump Inlet Screen & Filter Inspection as per WP4020
- 3) Inlet & Coupling Inspection as per WP 4010
- 4) Chip Detector Test as per WP- 4017
- 5) Variable Geometry System Filter Check as per WP 4021
- 6) Variable Inlet Guide Vane Rig Check as per WP 1312
- 7) Variable Stator Vane Rig Check as per WP 1411
- 8) Variable Bypass Door Rig Check as per WP 1312
- 9) External GT Inspection
- 10) Aux Skid Enclosure Inspection
- 11) Generator Skid Enclosure Inspection
- 12) Generator Inspection
- 13) GT Enclosure Inspection
- 14) Gas Turbine Enclosure Vent Fan Inspection
- 15) Generator Enclosure Vent Fan Inspection
- 16) Generator Shaft Driven Oil Pump
- 17) Lube and Scavenge Pump Inspection
- 18) Ignition System Functional Test
- 19) Exhaust Inspection
- 20) Generator Jacking Oil Pump & Coupling
- 21) Generator Drive Shaft Brush Inspection
- 22) Generator AC Oil Pump Inspection
- 23) Filter House Inspection
- 24) Fuel System – (fuel lines/hoses and 4 nozzles of combustor)
- 25) High Pressure Turbine Diffuser
- 26) Inlet Gearbox Spline
- 27) High Pressure Compressor Stage II Manifold Check Valve
- 28) Right Side Aft Stage 8 LPT Cooling Air Tube
- 29) Emergency Services
- 30) Submittal of an inspection report including photo borescope (both hard copy and disc) and necessary recommendations. Report is due within two weeks of inspection.

5. *Warranty*

RSI warrants that all work is in accordance to GE standards.

6. *Extent of Services.*

RSI shall devote such time, attention and energies to the IVF as is required. RSI shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity,

whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that RSI shall not disclose any information, IVF documents and/or other information given to or acquired by RSI in the course of performing its duties.

7. Expenses.

RSI is authorized to incur reasonable expenses related to RSI's performance of the aforesaid duties. The IVF will reimburse RSI for all such expenses authorized by the IVF upon the presentation by RSI, from time to time, of an itemized account of such expenditures. RSI agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

8. No Participation.

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

9. Insurance.

RSI is required to provide the following insurance:

- General Liability coverage in the amount of minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including the Inc. Village of Freeport as additional insured, and contractual liability coverage with "hold harmless" agreement must be noted on the certificate.
- RSI will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.
- Evidence of Workers' Compensation coverage in the statutory amounts shown on a C-105.2 or U-26.3 form (proof shown on an ACORD form is not sufficient).
- Evidence of NYS Disability coverage in the statutory amounts shown on a currently dated DB-120.1 (proof shown on an ACORD form is not sufficient).
- Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.

10. Death or Disability.

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

11 Assignment.

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

12. *Notices.*

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

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, NY 11520

REED SERVICES OF
WYOMING, INC.
3909 West 5th Street
Cheyenne, WY 82007

13. *Confidentiality.*

RSI will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF that the parties had in their possession prior to disclosure; the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; is independently developed by the receiving party; or is required to be disclosed by law or court order.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *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.

20. *Disclosure.*

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

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

REED SERVICES OF WYOMING, INC.

BY: _____
DALE REED, PRESIDENT

APPROVED AS TO FORM:

VILLAGE ATTORNEY

ATTACHMENT A



Quote for Services RSIU23067 – 3-year BSI & Package Insp. Freeport Electric – Freeport, NY

June 22, 2023

The cost for services below is provided for planning the Borescope and Package Inspection of 1 LM6000 Unit at the #2 Power station. 1 Qualified RSWI technician will be supplied to perform this work.

This Quote is provided in response to a customer request to provide 3-years and 1 optional extension year of services. March 1, 2023 – February 28, 2026.

Package and GT inspection – 24-hour work scope (2-days)

- Full borescope according to GE WP 4015
- Lube & Scavenger Pump Inlet Screen & Filter Inspection as per WP4020
- Inlet & Coupling Inspection as per WP 4010
- Chip Detector Test as per WP- 4017
- Variable Geometry System Filter Check as per WP 4021
- Variable Inlet Guide Vane Rig Check as per WP 1312
- Variable Stator Vane Rig Check as per WP 1411
- Variable Bypass Door Rig Check as per WP 1312
- External GT Inspection
- Aux Skid Enclosure Inspection
- Generator Skid Enclosure Inspection
- Generator Inspection
- GT Enclosure Inspection
- Gas Turbine Enclosure Vent Fan Inspection
- Generator Enclosure Vent Fan Inspection
- Generator Shaft Driven Oil Pump
- Lube and Scavenge Pump Inspection
- Ignition System Functional Test
- Exhaust Inspection
- Generator Jacking Oil Pump & Coupling
- Generator Drive Shaft Brush Inspection
- Generator AC Oil Pump Inspection
- Filter House Inspection
- Fuel System – (fuel lines/hoses and 4 nozzles of combustor)
- High Pressure Turbine Diffuser
- Inlet Gearbox Spline

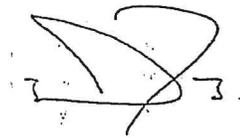
- High Pressure Compressor Stage II Manifold Check Valve
- Right Side Aft Stage 8 LPT Cooling Air Tube
- Emergency Services
- Submittal of an inspection report including photo borescope (both hard copy and disc) and necessary recommendations. Report is due within two weeks of inspection.

1 st year – BSI and Package Inspection	\$10,750.00
2 nd year – BSI and Package Inspection	\$11,250.00
3 rd year – BSI and Package Inspection	\$11,850.00
Extension – BSI and Package Inspection	\$12,450.00
Emergency Borescope 1 st year (Invoiced at billable rate)	\$190.00/hr.
Emergency Borescope 2 nd year (Invoiced at billable rate)	\$200.00/hr.
Emergency Borescope 3 rd year (Invoiced at billable rate)	\$210.00/hr.
Emergency Borescope Extension (Invoiced at billable rate)	\$220.00/hr.

Any additional work will be billed time and materials per the attached rate sheet.

This quote will remain in effect and be honored until September 30th, 2023

Thank you for the opportunity to quote on your inspection needs and I hope to be of service.



Dale Reed, President
 Reed Services of Wyoming, Inc.
 Office: (307) 638-8983
 Mobile: (307) 286-3523



MAINTENANCE, CONSULTING and INSPECTION RATES

Reed Services of Wyoming, Inc.

EFFECTIVE 01.01.2023

CONSULTING and INSPECTION RATES

Hourly Rate

Field Straight Time:	USD\$ 190.00
Field Over Time:	USD\$ 285.00
Shop Straight Time:	USD\$ 140.00
Shop Over Time:	USD\$ 210.00

Travel Time	USD\$ 165.00
Developing Countries	+28%
International	+10%
Offshore (International +10%)	+28%

Straight time	paid for the first eight (8) hours, Monday through Friday
Overtime	paid for hours in excess of eight (8) hours, Monday through Friday
	paid for all hours on Saturday, Sunday and Statutory Holidays
Travel Time	paid for all initial, terminal and all travel time in support of PO.

TRAVEL AND LIVING EXPENSES

Travel time rate will be charged on all initial and terminal travel time.
 Personal vehicle mileage in support of customers PO will be billed at USD \$0.75 / mile.
 Travel and Living expenses are the responsibility of the customer.
 Meals are billed as a USD\$ 75.00 per Diem.
 All expenses incurred in support of Customer Purchase Order are billable.
 Expenses will be documented utilizing United States standard accounting practices.
 An administrative fee of 15% will be levied on all expenses incurred in support of a customer's PO.
 Copies of completed expense account forms and receipts will be provided with the invoice upon request.
 Customer is responsible for all additional taxes and fees incurred as a result of services provided.

PAYMENT TERMS

Payment terms are net sixty (60) days from invoice date.
 Interim billing will be levied every fifteen (15) days from start date of job.

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

CORRECTED DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities February 26, 2020
 FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 24, 2020:

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

WHEREAS, the Village of Freeport has solicited bids under Bid #20-01-ELEC-509 for Borescope and Various Inspections of LM6000 Package; and

WHEREAS, three (3) bids were received and inventoried at the bid opening on January 28, 2020; and

WHEREAS, one bid was deemed incomplete and unacceptable by the Electric Utility; and

WHEREAS, the bid with the lowest price, Reed Services of Wyoming, Inc., 3909 West 5th Street, Cheyenne, WY 82007 had no exceptions to the specifications and is thus the lowest responsible and responsive bidder meeting specifications; and

WHEREAS, the Reed Services of Wyoming, Inc., bid has a fee schedule with a cost of \$11,190 for year one, \$11,355 for year two, and \$11,525 for year three with the option to extend the contract for one additional year; and

WHEREAS, expenses related to emergency borescope services shall be provided for the rate included in the chart incorporated herein; and

	Reed Services of Wyoming Inc. (Priced with Options)	GE (Priced with Options)	Veracity Technology
1 st year	\$11,190.00	\$12,728.00	Incomplete
2 nd year	\$11,355.00	\$12,983.00	Incomplete
3 rd year	\$11,525.00	\$13,242.00	Incomplete
Extension	\$11,700.00	\$13,507.00	Incomplete
Emergency Borescope 1 st year (Invoiced at billable rate)	\$170.00/hr.	\$258.00/hr.	Incomplete
Emergency Borescope 2 nd year (Invoiced at billable rate)	\$175.00/hr.	\$258.00/hr.	Incomplete

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

rate)			
Emergency Borescope 3 rd year (Invoiced at billable rate)	\$180.00/hr.	\$258.00/ hr.	Incomplete
Emergency Borescope Extension (Invoiced at billable rate)	\$185.00/hr.	\$258.00/hr.	Incomplete

WHEREAS, the cost of this service will be charged to Account E7131006 510000 (Supervision and Engineering – LM6000) and there are sufficient funds in this account to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to execute an agreement with Reed Services of Wyoming, Inc., 3909 West 5th Street, Cheyenne, Wyoming 82007, for a contract under Bid #20-01-ELEC-509 for “Borescope and Various Inspections of LM6000 Package” for a period of three years starting March 1, 2020 and ending February 28, 2023 at a not to exceed cost a cost at the prices listed hereinabove, with the option to extend the contract for one additional year.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: August 4, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Calibration Function Test of LM6000 PC Package
Request for Professional Services Agreement - Reed Services of Wyoming, Inc.

Attached for your review is a professional services agreement for the calibration function test of the LM6000 PC Package to be performed by Reed Services of Wyoming, Inc. RSI proposed a flat rate cost of \$10,750.00 for year 2023 - 2024, \$11,250.00 for year 2024 - 2025, and \$11,850.00 for year 2025-2026. The Village has the option to extend the contract for one additional year. RSI had a prior three year agreement with the Village that was approved in 2020. There is a 13% increase in price. For the following two years there is an approximate 5% price increase annually.

This calibration service is specialized and requires specialty tooling. The controls that are being calibrated provide feedback for fuel control along with safety protection of the engine. This service is required to maintain the optimal functioning of the LM6000 unit located at Power Plant 2.

It is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve a professional services agreement with Reed Services of Wyoming, Inc., 3909 West 5th St., Cheyenne, WY 82007 for the not to exceed amount of \$33,850.00 for a three year period (\$10,750.00 for year 2023 - 2024, \$11,250.00 for year 2024 - 2025, and \$11,850.00 for year 2025-2026) starting March 1, 2023. The cost for the optional year shall be \$12,450.00. Emergency services outside of the scope of services shall be billed at the rates specified in the contract. Further, that the Mayor is authorized to execute all documentation necessary to effectuate this agreement. The cost of this service will be charged to Account E7131006 510000. 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: 2023.08.04 15:41:00 -0400

Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Village Attorney

8/19/2023

AL:db

Attachments

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

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

WHEREAS, the Electric Utility is in need of a company able to provide a Calibration Function Test of the LM6000 PC Package; and

WHEREAS, this calibration service is specialized, requires specialty tooling, calibrates controls that provide feedback for fuel control along with safety protection of the engine, and is required to maintain the optimal functioning of the LM6000 unit located at Power Plant 2.; and

WHEREAS, Reed Services of Wyoming, Inc., (RSI) 3909 West 5th Street, Cheyenne, Wyoming 82007 has been the vendor for this service since fiscal year 2020/21, and the rate for the 2022/23 contract was \$9,445.00; and

WHEREAS, RSI is willing to enter into a professional services agreement to continue providing said service for three years with an optional fourth year and has proposed a not to exceed amount of \$10,750.00 for year 2023/24, \$11,250.00 for year 2024/25, \$11,850.00 for year 2025/26, and 12,450.00 for the optional year of 2026/27 (representing an increase of approximately 13% for the first year, and approximately 5% for each additional year); and

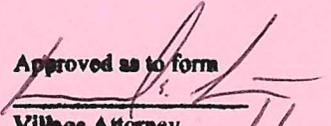
WHEREAS, this expense will be charged to Account E7131006 510000 and there are sufficient funds in those accounts to cover the cost of this service; and

THEREFOR BE IT RESOLVED that the Board approve and the Mayor be authorized to sign any documentation necessary to enter into a contract for the Calibration Function Test of LM6000 Package with Reed Services of Wyoming, Inc., (RSI) 3909 West 5th Street, Cheyenne, Wyoming 82007, for a three year period running retroactively from March 1, 2023 through February 28, 2026 with an optional one year extension at a cost of \$10,750.00 for year 2023/24, \$11,250.00 for year 2024/25, \$11,850.00 for year 2025/26, and 12,450.00 for the optional year of 2026/27.

The Clerk polled the Board at follows:

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

Approved as to form


Village Attorney

8/9/2023

PROFESSIONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

REED SERVICES OF WYOMING, INC.

MARCH 1, 2023 – FEBRUARY 28, 2026

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the Third (3) day of August, 2023, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (also referred to as "IVF"), and REED SERVICES OF WYOMING, INC., with an office located at 3909 West 5th Street, Cheyenne, WY 82007 (also referred to as "RSI"):

WITNESSETH:

WHEREAS, RSI has certain unique skills, abilities and expertise useful to the Incorporated Village of Freeport's Electric Utility such as calibration/function test services related to the gas turbine at Freeport's Power Plant 2, and,

WHEREAS, RSI is an independent contractor ready, willing and able to provide services to the Incorporated Village of Freeport for the period contemplated by this Agreement;

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

TERMS AND CONDITIONS

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

1. *Employment.*

IVF hereby employs RSI as an independent contractor, and RSI 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 retroactively on March 1, 2023, and shall terminate on February 28, 2026, with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph twelve (12) herein. The Term of this Agreement may be extended for one (1) additional year with mutual written agreement of the Parties. The IVF will compensate RSI for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by RSI for calibration/function test services related to the gas turbine under this Agreement, the IVF shall pay RSI a fee not to exceed \$33,850.00 over a three year period (flat rates: \$10,750.00 for year 2023 - 2024; \$11,250.00 for year 2024 - 2025; and \$11,850.00 for year 2025 - 2026) retroactively starting March 1, 2023 through February 28, 2026. The cost for the optional year shall be \$12,450.00. Emergency services outside of this scope shall be billed at the rates specified in Attachment A. All services to IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

RSI shall assist the IVF with its gas turbine maintenance needs as required. RSI's scope and terms of services are as follows.

A. Scope

Equipment, systems, labor, and services to perform calibration/function test.

RSI shall complete a calibration/function test of the main GTG equipment Turbine and generator package, generator and exciter, turbine signal conditioning and alarm detection fire system, auxiliary external package mounted skids. This includes:

- a) Turbine Pressure Transmitters
- b) Turbine Temperature Elements
- c) Magnetic Chip Detectors
- d) Over Speed Protection
- e) Turbine Lube Oil Pressure Transmitters
- f) Turbine Lube Oil Pressure Switches
- g) Hydraulic Start System Pressure Switches
- h) Generator Lube Oil Pressure Transmitters
- i) Generator Lube Oil Pressure Switches
- j) Combustion/Ventilation Pressure Switches
- k) Function Test Emergency Stops
- l) Function Test Fan Flow Switches
- m) Function Test 24 VDC Control System Batteries
- n) Function Test 24 VDC Fire System Batteries
- o) Function Test 125 VDC System Batteries
- p) Generator Gap voltages
- q) Function Test Accelerometer per WP 4024-00
- r) Gas Fuel Pressure Transmitters
- s) Gas Fuel Pressure Switches
- t) Gas Flow Transmitters
- u) Nox Steam Injection Pressure Transmitters
- v) Nox Steam Flow Transmitters
- w) Sprint Pressure Transmitters
- x) Sprint Pressure Switches

B. Standards/Codes

RSI shall perform inspections in accordance with:

- a) GE standards and WP's are to be used for all work where applicable.
- b) All applicable testing standards and codes.
- c) Federal, state, and local codes, rules, regulations, and ordinances governing the work. These are as fully part of this contract as if herein repeated or hereto attached. If RSI should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of Freeport Electric's representative in writing. Where the requirements of other sections of the contract are more stringent than applicable codes, rules, regulations, and ordinances, the contract shall apply.

C. Submittals

RSI shall submit to the IVF a summary report of all I&C equipment including all calibration values – as found values – as left values with an initial box.

D. Warranty

RSI warrants that all work is in accordance with GE standards.

E. Sequencing and Scheduling

The schedule for the job will be set when dates after Freeport Electric obtains a maintenance schedule approved by NYISO). Submittal of final report is due within two (2) weeks of inspection.

F. Use of the Site

Coordinate with Freeport Electric

- a. Use of the site shall be at Freeport Electric's direction in matters in which Freeport Electric deems it necessary to place restriction.
- b. Access to building wherein the work is performed shall be as directed by Freeport Electric.
- c. Freeport Electric will occupy the premises during the entire period of testing in order to conduct his or her normal business operations. Cooperate with Freeport Electric to minimize conflict and to facilitate Freeport Electric's operations.
- d. Freeport Electric will schedule necessary shutdowns of plant services.
- e. RSI will proceed with the work without interfering with the ordinary use of streets, passages, exits, and operations of Freeport Electric.

G. Continuity of Service

- a. RSI shall take no action that will interfere with, or interrupt, existing building services unless previous arrangements have been made with Freeport Electric.
- b. Freeport Electric's personnel will perform shutdown of operating systems.
- c. Should services be inadvertently interrupted, immediately furnish labor, including overtime, material, and equipment necessary for prompt restoration of interrupted service.

H. Guarantee

RSI will be responsible for any loss or damage that may happen to materials during delivery and before acceptance. Any progress payments made by the Village shall not be a waiver of the foregoing provision.

5. *Execution*

A. Handling and Protection of Equipment and Material

RSI shall be responsible for safekeeping its own and its subcontractors' property, such as equipment and materials, on the job site. Freeport Electric assumes no responsibility for protection of above named property against fire, theft, and environmental conditions.

B. Protection of Freeport Electric's Facilities

- a. RSI shall effectively protect Freeport Electric's facilities, equipment, and materials from dust, dirt, and damage during construction.
- b. RSI shall remove protection at completion of the work.

C. Testing and Inspection

Testing/Inspection shall conform to applicable test and GE standards.

6. *Extent of Services.*

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

7. *Expenses.*

RSI is authorized to incur reasonable expenses related to RSI's performance of the aforesaid duties. The IVF will reimburse RSI for all such expenses authorized by the IVF upon the presentation by RSI, from time to time, of an itemized account of such expenditures. RSI agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

8. *No Participation.*

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

9. *Insurance.*

RSI is required to provide the following insurance:

- General Liability coverage in the amount of minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including the Inc. Village of Freeport as additional insured, and contractual liability coverage with “hold harmless” agreement must be noted on the certificate.
- RSI will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.
- Evidence of Workers' Compensation coverage in the statutory amounts shown on a C-105.2 or U-26.3 form (proof shown on an ACORD form is not sufficient).
- Evidence of NYS Disability coverage in the statutory amounts shown on a currently dated DB-120.1 (proof shown on an ACORD form is not sufficient).
- Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.

10. *Death or Disability.*

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

11. *Assignment.*

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

12. *Notices.*

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

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, NY 11520

REED SERVICES OF
WYOMING, INC.
3909 West 5th Street
Cheyenne, WY 82007

13. *Confidentiality.*

RSI will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by

IVF that the parties had in their possession prior to disclosure; the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; is independently developed by the receiving party; or is required to be disclosed by law or court order.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *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.

20. *Disclosure.*

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

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

REED SERVICES OF WYOMING, INC.

BY:



DALE REED, PRESIDENT

APPROVED AS TO FORM:

VILLAGE ATTORNEY

ATTACHMENT A



Quote for Services RSIU23068 R1 – Instrument Calibrations Freeport Electric – Freeport, NY

June 22, 2023

The cost for services below is provided for planning the Instrument Calibrations of 1 LM6000 Unit at the #2 Power station. 1 Qualified RSWI technician will be supplied to perform this work.

This Quote is provided in response to a customer request to provide 3-years and 1 optional extension year of services. March 1, 2023 – February 28, 2026.

Control Calibrations – 24-hour work scope (2-days)

1. Vibration monitoring system check WP 4024
2. Temperature Elements
3. Level Transmitters
4. Pressure Transmitters
5. T48 Thermocouple Inspection WP 1711
6. Fire System switches and Gas monitoring
7. Written report

1 st year – Instrumentation Calibrations	\$10,750.00
2 nd year – Instrumentation Calibrations	\$11,250.00
3 rd year – Instrumentation Calibrations	\$11,850.00
Extension – Instrumentation Calibrations	\$12,450.00
Emergency I&C 1 st year (Invoiced at billable rate)	\$190.00/hr.
Emergency I&C 2 nd year (Invoiced at billable rate)	\$200.00/hr.
Emergency I&C 3 rd year (Invoiced at billable rate)	\$210.00/hr.
Emergency I&C Extension (Invoiced at billable rate)	\$220.00/hr.

Any additional work will be billed time and materials per the attached rate sheet.

This quote will remain in effect and be honored until September 30th, 2023

Thank you for the opportunity to quote on your inspection needs and I hope to be of service.



Dale Reed, President
Reed Services of Wyoming, Inc.
Office: (307) 638-8983
Mobile: (307) 286-3523

10/10/10
10/10/10
10/10/10
10/10/10



MAINTENANCE, CONSULTING and INSPECTION RATES

Reed Services of Wyoming, Inc.

EFFECTIVE 01.01.2023

CONSULTING and INSPECTION RATES

Hourly Rate

Field Straight Time:	USD\$ 190.00
Field Over Time:	USD\$ 285.00
Shop Straight Time:	USD\$ 140.00
Shop Over Time:	USD\$ 210.00

Travel Time	USD\$ 165.00
Developing Countries	+28%
International	+10%
Offshore (International +10%)	+28%

Straight time	paid for the first eight (8) hours, Monday through Friday
Overtime	paid for hours in excess of eight (8) hours, Monday through Friday
	paid for all hours on Saturday, Sunday and Statutory Holidays
Travel Time	paid for all initial, terminal and all travel time in support of PO.

TRAVEL AND LIVING EXPENSES

Travel time rate will be charged on all initial and terminal travel time.
 Personal vehicle mileage in support of customers PO will be billed at USD \$0.75 / mile.
 Travel and Living expenses are the responsibility of the customer.
 Meals are billed as a USD\$ 75.00 per Diem.
 All expenses incurred in support of Customer Purchase Order are billable.
 Expenses will be documented utilizing United States standard accounting practices.
 An administrative fee of 15% will be levied on all expenses incurred in support of a customer's PO.
 Copies of completed expense account forms and receipts will be provided with the invoice upon request.
 Customer is responsible for all additional taxes and fees incurred as a result of services provided.

PAYMENT TERMS

Payment terms are net sixty (60) days from invoice date.
 Interim billing will be levied every fifteen (15) days from start date of job.

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 March 12, 2020
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 9, 2020:

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

WHEREAS, the Electric Utility advertised for the Calibration Function Test of LM6000 under bid #20-01-ELEC-508 and there were no responses at the bid opening on January 28, 2020; and

WHEREAS, the vendor currently providing this service, Reed Services of Wyoming, Inc., (RSI) 3909 West 5th Street, Cheyenne, Wyoming 82007 is willing to enter into a professional services agreement to continue providing said service and has proposed a flat rate cost of \$9,000.00 for year 2020, \$9,225.00 for year 2021, and \$9,445.00 for year 2022; and

WHEREAS, this proposal is a significant reduction from the current cost of \$11,535.00; and

WHEREAS, the cost for the 2020/2021 year will be \$9,000.00; and

WHEREAS, this expense will be charged to Account E7131006 510000 and there are sufficient funds in those accounts to cover the cost of this service; and

THEREFOR BE IT RESOLVED that the Mayor be and hereby is authorized to contract for the Calibration Function Test of LM6000 Package with Reed Services of Wyoming, Inc., (RSI) 3909 West 5th Street, Cheyenne, Wyoming 82007, for a three year period running from March 1, 2020 through February 28, 2023 at a cost of \$9,000.00 for the first year, \$9,225.00 for the second year, and \$9,445.00 for the third year.

The Clerk polled the Board as follows:

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

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</u>	

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: July 28, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Convergent Energy Solutions, LLC – Mutual Confidentiality Agreement

The Electric Department is interested in discussing energy storage opportunities with Convergent Energy Solutions, LLC (Convergent). Participation in this discussion could be extremely beneficial to the Village. According to Convergent, the information we will be discussing has been classified as confidential.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve entering into a Mutual Confidentiality Agreement with Convergent Energy Solutions LLC, 7 Times Square, Suite 3504, New York, New York 10036. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement.



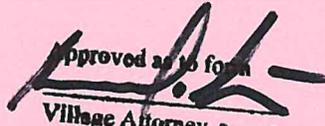
Digitally signed by Al Livingston Jr.,
DN: cn=Al Livingston Jr., o=Inc, Village
of Freeport, ou=Freeport Electric,
email=alivingston@freeportelectric.co
m, c=US
Date: 2023.08.04 14:24:12 -0400

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
8/6/2023

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

WHEREAS, the Electric Department is interested in discussing energy storage opportunities with Convergent Energy Solutions, LLC, 7 Times Square, Suite 3504, New York, New York 10036; and

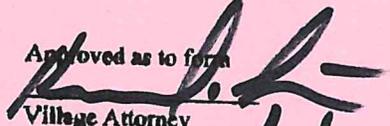
WHEREAS, participation in this discussion could be extremely beneficial to the Village; and

WHEREAS, according to Convergent Energy, the information the Department will be discussing has been classified as confidential; 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 execute any and all documentation necessary to effectuate a Mutual Confidential Disclosure Agreement between the Village of Freeport and Convergent Energy Solutions, LLC, 7 Times Square, Suite 3504, New York, New York 10036.

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
8/6/2023

FREEPORT FIRE DEPT.

**Raymond F. Maguire
Executive Director**

FF Richard T. Muldowney Jr. Plaza
15 Broadway PO Box 290
Freeport, N.Y. 11520
(516) 377 2190 Fax (516) 377 2499
E Mail: rmaguire@freeportny.gov

August 8, 2023

**To: Mayor Robert T. Kennedy
Board of Trustees**

Re: Emergency Responder Products | 911ERP

Pursuant to the Board Directive of February 6, 2023 (see attached) a contract was approved for Emergency Responder Products | 911ERP to provide Fire Department uniforms and accessories through February 28, 2024.

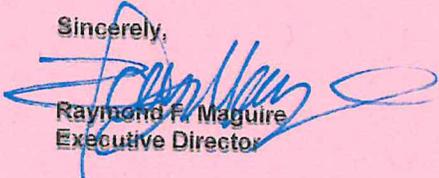
This vendor has provided exceptional services during our dealings with them in providing uniforms and accessories. They have always proven to be very accommodating in meeting our Department's needs. Furthermore, their location is conducive for our Volunteer Firefighters to travel to. As you are aware, we have had a significant influx of new members. Therefore, we respectfully request an increase of \$15,000.00 to the contract bringing it to 34,500.00.

Emergency Responder Products | 911ERP
175 Bethpage Sweet Hollow Rd
Old Bethpage, NY 11804

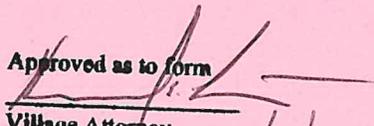
The funding for this contract will be available in A341002 520600 Uniforms.

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

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form


Village Attorney

8/10/2023

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

WHEREAS, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

WHEREAS, on February 6, 2023, the Board approved a contract with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for a not to exceed amount of \$19,500.00 for a term running from March 1, 2023 through February 29, 2024; and

WHEREAS, do to a significant influx of new members, the Executive Director of the Fire Department is requesting approval from the Board to increase the contract by \$15,000 for an total amount not to exceed \$34,500.00; and

WHEREAS, the funding will be available in Budget Line A341002 520600 Uniforms to satisfy this request; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an increase in the contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for an amount not to exceed \$34,500.00 for a term beginning on March 1, 2023 through 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

2/10/2023

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: Raymond F. Maguire, Executive Director, FFD 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 Deputy Mayor Ellerbe, seconded by Trustee Squeri that the following resolution be adopted:

WHEREAS, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

WHEREAS, on February 28, 2022, the Board approved a contract with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for a not to exceed amount of \$19,500.00 for a term running from March 1, 2022 through February 28, 2023; and

WHEREAS, this vendor has provided exceptional services during our dealings with them in providing uniforms and accessories; and

WHEREAS, the Executive Director of the Fire Department is requesting approval from the Board to renew the contract for a term from March 1, 2023 through February 29, 2024 for an amount not to exceed \$19,500.00, with no increase in price; and

WHEREAS, the funding is in place in Budget Line A341002 520600 Uniforms and A341004 541400 Safety Gear to satisfy this request; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for an amount not to exceed \$19,500.00 for a term beginning on March 1, 2023 through February 29, 2024.

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:

VILLAGE OF FREEPORT
INTERDEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy
From: Kathleen Murray, Grants Administrator
Date: August 3, 2023
Re: NYS Historic Marker Grant

The Freeport Landmarks Commission has received a series of grants from the William G. Pomeroy Foundation for the installation of historic marker at four sites in the Village. The grant payments, one for \$1,550 and the other \$4,650, total \$6,200. The markers will read:

CHRIST LUTHERAN
ESTABLISHED 1909. CHURCH
DESIGNED BY E. G. W. DIETRICH
NOTED ARCHITECT, FREEPORT
RESIDENT AND CONGREGANT.
DEDICATED APRIL 25, 1926
WILLIAM G. POMEROY FOUNDATION 2023

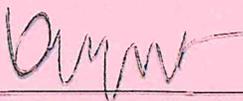
FREEPORT RIVER
BY 1873 UNTIL CA. 1923,
CENTER OF FREEPORT'S OYSTER
INDUSTRY. SHELLS USED TO PAVE
LOCAL ROADS. WATERWAY MADE
DEEPER AND WIDER IN 1934.
WILLIAM G. POMEROY FOUNDATION 2023

MERRICK ROAD
FROM 1852 UNTIL CA. 1883,
PART OF MERRICK & JAMAICA
PLANK ROAD. PAVED IN 1894,
BECAME FAVORITE OF BICYCLE A&
AUTOMOBILE ENTHUSIASTS.
WILLIAM G. POMEROY FOUNDATION 2023

FREEPORT POLICE
JOHN DUNBAR APPOINTED AS
FIRST VILLAGE OFFICER IN 1983,
DEPARTMENT ORGANIZED 1921
FIRST LONG ISLAND POLICE FORCE
TO USE TRAINED CANINES 1962.
WILLIAM G. POMEROY FOUNDATION 2023

It is therefore requested that the Board of Trustees retroactively authorize the Landmarks Preservation Commission to enter into four Letter Agreements dated 7/8/2023 (one) and 7/15/2023 (three) for the Historic Roadside Grant Program and execute any required documentation relating to the grants.

Thank you.



Kathleen Murray

Approved as to form
Village Attorney
8/6/2023

cc: R. Fisenne

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

WHEREAS, the Landmarks Preservation Commission for the Village of Freeport applied for a grant from the William G. Pomeroy Foundation for the installation of four Historic Markers at historic locations; and

WHEREAS, the William G. Pomeroy Foundation awarded grants in the amount of \$6,200 in the form of two checks in the amounts of \$1,550.00 and \$4,650.00 made out to the Landmarks Preservation Commission; and

WHEREAS, the roadside markers will read:

CHRIST LUTHERAN
ESTABLISHED 1909. CHURCH
DESIGNED BY E. G. W. DIETRICH
NOTED ARCHITECT, FREEPORT
RESIDENT AND CONGREGANT.
DEDICATED APRIL 25, 1926
WILLIAM G. POMEROY FOUNDATION 2023

FREEPORT RIVER
BY 1873 UNTIL CA. 1923,
CENTER OF FREEPORT'S OYSTER
INDUSTRY. SHELLS USED TO PAVE
LOCAL ROADS. WATERWAY MADE
DEEPER AND WIDER IN 1934.
WILLIAM G. POMEROY FOUNDATION 2023

MERRICK ROAD
FROM 1852 UNTIL CA. 1883,
PART OF MERRICK & JAMAICA
PLANK ROAD. PAVED IN 1894,
BECAME FAVORITE OF BICYCLE A&
AUTOMOBILE ENTHUSIASTS.
WILLIAM G. POMEROY FOUNDATION 2023

FREEPORT POLICE
JOHN DUNBAR APPOINTED AS
FIRST VILLAGE OFFICER IN 1983,
DEPARTMENT ORGANIZED 1921
FIRST LONG ISLAND POLICE FORCE
TO USE TRAINED CANINES 1962.
WILLIAM G. POMEROY FOUNDATION 2023

NOW THEREFORE BE IT RESOLVED, that the Chairperson for the Landmarks Preservation Commission be and hereby is retroactively authorized to sign the grant awards from the Pomeroy Foundation to the Village of Freeport and that the Landmarks Preservation Commission be able to draw upon said funds and implement the conditions of the grant awards.

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 9/9/2023



July 10, 2023

Freeport Landmarks Preservation Commission
c/o Regina G. Feeney
184 Rose Street
Freeport, NY 11520

Dear Regina G.,

Enclosed please find a check in the amount of \$1,550.00 from the William G. Pomeroy Foundation to the Freeport Landmarks Preservation Commission to install a NYS Historic Marker per our Grant Letter of Agreement dated 06/19/2023. You should have already received an email from us, giving you information on how to access your Sewah Studios Order Form and our Marker Maintenance and Cleaning Tips sheet. Now, simply follow these steps to begin the ordering process:

- ✓ Deposit our check as soon as possible.
- ✓ Complete the order form and mail it with a check from your organization in the amount of \$1,550.00 directly to Sewah Studios. (Markers are manufactured in the order that forms are received.)
- ✓ Due to current supply chain and related issues, Sewah Studios cannot guarantee a ship date so please plan on approximately 12-16 weeks to receive your marker. If you are planning a dedication ceremony, you should schedule your event based on this current production/shipping timeframe.

Once your marker is installed, we ask that you submit two photos of your new marker so we can feature it on our website's marker map. We need a close up photo where text is legible and a perspective shot where we can see the marker in its surroundings.

We look forward to seeing your marker installed. Remember to give us three weeks notice if you have a dedication ceremony, as we would like to attend if our schedules permit. If no ceremony is planned, let us know the date of installation for our files.

Best wishes, and thanks for partnering with us to celebrate the history of our communities.

Sincerely,

Carrie Berse
Executive Director

Remittance Info: Inv #07/10/2023

Pomeroy Enterprises
William G Pomeroy Foundation
William G Pomeroy Realty, LLC; APHGA
Syracuse, NY 13210
315-913-4060

JPMorgan Chase Bank, N.A.
Verify: 888-237-9615
90-7162/3222

0072125763

7/17/2023

PAY TO THE ORDER OF FREEPORT LANDMARKS PRESERVATION COMMISSION

\$ 1550.00

One Thousand Five Hundred Fifty and 00/100

DOLLARS

VOID AFTER 90 DAYS



2_2652
FREEPORT LANDMARKS PRESERVATION COMMISSION
184 ROSE STREET
C/O REGINA G FEENEY
FREEPORT, NY 11520



John Retty
Bill.com, LLC, Issuer

⑈0072125763⑈ ⑆322271627⑆ 215376176⑈

From: Pomeroy Enterprises	Date: 7/17/2023
Pay To: FREEPORT LANDMARKS PRESERVATION COMMISSION	Check #: 72125763
Invoice #	Bill Amount
07/10/2023	\$1,550.00
Total	Payment Amount
	\$1,550.00

Get paid up to 7 days earlier with Bill.com!

Create a free account and get your next payment deposited directly to your bank account.

- Take the hassle out of getting paid**
- Say hello to fast & secure payments
 - No more snail mail or trips to the bank

To get started, go to bill.com/epay and enter this code:

dgu01jcp



July 10, 2023

Freeport Landmarks Preservation Commission
c/o Regina G. Feeney
184 Rose Street
Freeport, NY 11520

Dear Regina,

Enclosed please find a check in the amount of \$1,550.00 from the William G. Pomeroy Foundation to the Freeport Landmarks Preservation Commission to install a NYS Historic Marker per our Grant Letter of Agreement dated 06/19/2023. You should have already received an email from us, giving you information on how to access your Sewah Studios Order Form and our Marker Maintenance and Cleaning Tips sheet. Now, simply follow these steps to begin the ordering process:

- ✓ Deposit our check as soon as possible.
- ✓ Complete the order form and mail it with a check from your organization in the amount of \$1,550.00 directly to Sewah Studios. (Markers are manufactured in the order that forms are received.)
- ✓ Due to current supply chain and related issues, Sewah Studios cannot guarantee a ship date so please plan on approximately 12-16 weeks to receive your marker. If you are planning a dedication ceremony, you should schedule your event based on this current production/shipping timeframe.

Once your marker is installed, we ask that you submit two photos of your new marker so we can feature it on our website's marker map. We need a close up photo where text is legible and a perspective shot where we can see the marker in its surroundings.

We look forward to seeing your marker installed. Remember to give us three weeks notice if you have a dedication ceremony, as we would like to attend if our schedules permit. If no ceremony is planned, let us know the date of installation for our files.

Best wishes, and thanks for partnering with us to celebrate the history of our communities.

Sincerely,

Carrie Berse
Carrie Berse
Executive Director

wgpfoundation.org

492 E. Brighton Ave., Syracuse, NY 13210 | P: 315-913-4060 | F: 315-396-0931 | E: info@wgpfoundation.org





NYS HISTORIC MARKER ORDER FORM

Please fill out this form and send to Sewah Studios with your \$1,550.00 payment. When completing the shipping address, please make sure that someone will be there during UPS business delivery hours as we cannot request a timeframe for delivery and it will be left unattended if no one there is to receive it. Sewah will contact you to complete the order process. Thank you!

Ship to:
Company Name: Village of Freeport, DPW
Contact: Robert Pisenne
Address: 355 Albany Ave
City: Freeport
Phone: 516-327-9383
*Email: R.Pisenne@Freeportny.gov

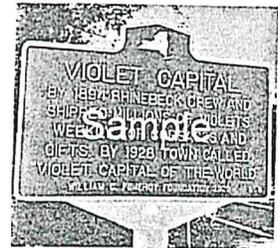
*Please provide an email address that is checked regularly as Sewah Studios will send your Order Confirmation and Shipment Tracking Number via that email. Due to current supply chain and related issues, Sewah Studios cannot guarantee a ship date so please plan on approximately 12 - 16 weeks to receive your marker. We suggest you do not schedule a dedication ceremony until you receive confirmation of your shipping date.

Text: Title:

Body: (5 lines)

CHRIST LUTHERAN
ESTABLISHED 1909. CHURCH
DESIGNED BY E.G.W. DIETRICH,
NOTED ARCHITECT, FREEPORT
RESIDENT AND CONGREGANT.
DEDICATED APRIL 25, 1926.

WILLIAM G. POMEROY FOUNDATION 2023



NYS Marker. Blue background with yellow text and border

Credit:

Name and Phone of Contact Person: Regina G Feeney, 516 359-8014
Authorized Signature: Regine Feeney Date: 7/25/23

PLEASE MAIL THIS FORM AND PAYMENT TO:

Sewah Studios
190 Millcreek Road - PO Box 298
Marietta, OH 45750
Phone: 740-373-2087 Toll Free: 1-888-557-3924
info@sewahstudios.com

**Check and order from must be mailed to Sewah Studios within 30 days of receipt of your grant.

If you have any question or concerns, contact Christy Coon at the Pomeroy Foundation at 315-913-4064

CHRIST LUTHERAN

*2023 - 2024 Regions 1- 3 NYS Historical
Marker Grant Program*

Freeport Landmarks Preservation Commission

Ms. Regina G. Feeney
46 North Ocean Avenue
Freeport, NY 11520

O: 516-223-1900
M: 516-359-8014

Ms. Regina G. Feeney

184 Rose Street
N/A
Freeport, NY 11520

rfeeney@freeportlibrary.info
O: 516-359-8014
M: 516-359-8014

FollowUp Form

Letter of Agreement and Publicity Release Form

Historical Roadside Marker Program - 15 Characters*

CHRIST LUTHERAN

Letter of Agreement

I am pleased to inform you that the William G. Pomeroy Foundation® ("Pomeroy Foundation") has approved a grant for a Historic Marker, subject to our receipt of this signed Letter of Agreement.

Letter of Agreement Conditions:

1. The grant is to be used solely for the Historic Marker Program as described in your application.
2. The Publicity Release Form (provided herein) must be signed along with this Letter of Agreement.
3. If any media coverage is scheduled to feature these markers you must notify the Pomeroy Foundation in advance.
4. If a dedication ceremony is scheduled for this marker, you must notify the Pomeroy Foundation at least three (3) weeks prior.
5. Grantee is solely responsible for the installation and maintenance of any Historic Markers granted by the Pomeroy Foundation.
6. Upon installation, two photos of the marker will be provided to the Pomeroy Foundation: (a) "close up" photo of the marker itself, without the pole; (b) "landscape" photo showing the entire marker and pole, as well as its surroundings.
7. Grantee warrants and represents that its receipt of this grant will not adversely affect the Pomeroy Foundation's status as other than a private foundation within the meaning of Sec. 509(a) of the Internal Revenue Code.
8. Grantee confirms that no goods or services were provided to the Pomeroy Foundation in exchange for this grant.
9. Any funds not used for the specific purpose of the grant must be returned to the Pomeroy Foundation unless otherwise authorized in writing.
10. Grantee hereby agrees to indemnify, defend and hold harmless the Pomeroy Foundation and its employees, officers, agents, successors and assigns from and against any and all claims, damages, losses, liabilities and expenses (including but not limited to reasonable attorney fees and expenses), resulting from or arising out of (a) any negligence, wrongful acts, omissions, or misconduct of the Grantee; (b) any failure on the part of the Grantee to perform or comply with any of the terms or conditions of this Letter of Agreement; or (c) any provision or furnishing of any materials or any labor or services by the Grantee or on behalf of the Grantee with respect to the installation and/or maintenance of any of the Historic Markers granted.

11. The Foundation does not pay for the replacement of markers that have been damaged (caused by cars, snowplows, vandals, etc.) or stolen. While markers are intended to be placed in areas where they can be viewed by the public, it is the grantee’s responsibility to carefully consider location. If damage or theft occurs, please consult your insurance provider.

Please signify your agreement to the foregoing terms and conditions by having an authorized party electronically sign this Letter of Agreement within 30 days from the date of receiving the follow up email. **By signing below, you also certify that the marker text is spelled accurately.** Upon receipt, we will issue a check, as well as provide instructions about how to order your approved marker or plaque; please do not order your marker before receiving this information. On behalf of the Pomeroy Foundation, I extend our wish for your continued success in providing cultural education and preserving local history.

Approved Inscription

CHRIST LUTHERAN
ESTABLISHED 1909. CHURCH
DESIGNED BY E.G.W. DIETRICH,
NOTED ARCHITECT, FREEPORT
RESIDENT AND CONGREGANT.
DEDICATED APRIL 25, 1926.
WILLIAM G. POMEROY FOUNDATION 2023

ACCEPTED*

Is the marker text spelled accurately?

Yes

If no, please indicate the spelling or wording error.

Mailing Address*

Please indicate which address you would prefer the check to be mailed to? (If the address is the same for organization and contact, check organization address)

Primary Contact Address

LETTER OF AGREEMENT AUTHORIZED SIGNATURE

I certify that I am of legal age, an authorized representative of the organization, and have read the foregoing and fully understand the contents thereof.

AGREED TO AND ACCEPTED BY:

Organization Name*

Freeport Landmarks Preservation Commission

Name*

Regina G. Feeney

Title*

Commissioner

Date*

07/08/2023

Publicity Release Conditions:

William G. Pomeroy Foundation Materials

I hereby grant the Pomeroy Foundation the following irrevocable rights for the purpose of marketing the Pomeroy Foundation and its general promotion:

1. To record, tape, film, photograph, digitize or otherwise preserve in permanent form my name, likeness, image, biographical material, voice and/or statements;
2. To use, display, copy, publish, modify, distribute, adapt, perform, and otherwise use and reuse, in whole or in part, the photographs, videos, and/or recordings for, including, without limitation, publication, broadcast, cablecast, multimedia production, internet distribution, closed circuit exhibition, illustration, promotional purposes and/or educational distribution as deemed fit by the Pomeroy Foundation, in perpetuity, throughout the world.

I hereby release and discharge the Pomeroy Foundation, its employees, agents, successors and assigns from any and all claims and demands arising out of or in conjunction with the Pomeroy Foundation's use, display, dissemination or exploitation of the photographs, videos and/or recordings, including, but not limited to, any claims for defamation; violation of any moral or artist rights; and/or any right of privacy or publicity.

I acknowledge that the Pomeroy Foundation is the sole and exclusive owner of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, worldwide, in the photographs, videos, and/or recordings, and the individual components thereof, and I shall take no action to challenge or object to the validity of such rights or the Pomeroy Foundation's ownership or registration thereof.

Submitted Materials (e.g. courtesy photographs, courtesy videos, etc.)

I hereby grant permission to the Pomeroy Foundation the right to use my photograph(s), video(s), recording(s) and/or artwork ("Work") for the purpose of marketing the Pomeroy Foundation and its general promotion. I understand that my Work may appear in print or digital formats, including on the Pomeroy Foundation's website and social media accounts.

I certify that I fully understand all of the granted permissions above, and have the legal right and authority to execute this Publicity Release.

AGREED TO AND ACCEPTED BY:

Regina G. Feeney

Freeport Landmarks Preservation Commission

Organization Name:*

Freeport Landmarks Preservation Commission

Name*

Regina G. Feeney

Title*

Commissioner

Date*

07/08/2023

File Attachment Summary

Applicant File Uploads

No files were uploaded



July 18, 2023

Freeport Landmarks Preservation Commission
c/o Regina G. Feeney
184 Rose Street
Freeport, NY 11520

Dear Regina,

Enclosed please find a check in the amount of \$4,650.00 from the William G. Pomeroy Foundation to the Freeport Landmarks Preservation Commission to install three NYS Historic Markers per our Grant Letter of Agreement dated 06/26/2023. You should have already received an email from us, giving you information on how to access your Sewah Studios Order Form and our Marker Maintenance and Cleaning Tips sheet. Now, simply follow these steps to begin the ordering process:

- ✓ **Deposit our check as soon as possible.**
- ✓ **Complete the order forms and mail them with a check from your organization in the amount of \$4,650.00 directly to Sewah Studios. (Markers are manufactured in the order that forms are received.)**
- ✓ **Due to current supply chain and related issues, Sewah Studios cannot guarantee a ship date so please plan on approximately 12-16 weeks to receive your markers. If you are planning a dedication ceremony, you should schedule your event based on this current production/shipping timeframe.**

Once your markers are installed, we ask that you submit two photos of each of your new markers so we can feature them on our website's marker map. We need a close up photo where text is legible and a perspective shot where we can see the marker in its surroundings.

We look forward to seeing your markers installed. Remember to give us three weeks notice if you have a dedication ceremony, as we would like to attend if our schedules permit. If no ceremony is planned, let us know the date of installation for our files.

Best wishes, and thanks for partnering with us to celebrate the history of our communities.

Sincerely,

Carrie Berse
Executive Director

Remittance Info: Inv #07/18/2023

Pomeroy Enterprises
William G Pomeroy Foundation
William G Pomeroy Realty, LLC; APHGA
Syracuse, NY 13210
315-913-4060

JPMorgan Chase Bank, N.A.
Verify: 888-237-9615
90-7162/3222

0072248866

7/24/2023

PAY TO THE ORDER OF FREEPORT LANDMARKS PRESERVATION COMMISSION

\$ 4650.00

Four Thousand Six Hundred Fifty and 00/100

DOLLARS

VOID AFTER 90 DAYS



2_3161
FREEPORT LANDMARKS PRESERVATION COMMISSION
184 ROSE STREET
C/O REGINA G FEENEY
FREEPORT, NY 11520



John Kelly
Bill.com, LLC, Issuer

⑈0072248866⑈ ⑆322276627⑆ 215376176⑈

From: Pomeroy Enterprises	Date: 7/24/2023	
Pay To: FREEPORT LANDMARKS PRESERVATION COMMISSION	Check #: 72248866	
Invoice #	Bill Amount	Payment Amount
07/18/2023	\$4,650.00	\$4,650.00
Total		\$4,650.00

Join BILL and get your payments from Pomeroy Enterprises up to 7 days faster!

Easily create your account and get paid electronically.

Scan the QR code to get started:



OR

Go to bill.com/epay and enter this code:

dgu01jcp



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Freeport, NY 11520

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Sincerely,

Carle Bebe
Carle Bebe
Executive Director

wgpfoundation.org

492 E. Brighton Ave., Syracuse, NY 13210 | P: 315-913-4060 | F: 315-396-0831 | E: info@wgpfoundation.org

*8/1/2023
Rec'd check
from Denise Rushton
Hand delivered
to Anthony Dalesio*

JobID D9P9P5, PieceID 003161, Page 01 of 01, Feed Inserts 00030000, File Page 3525 of 12151





NYS HISTORIC MARKER ORDER FORM

Please fill out this form and send to Sewah Studios with your \$1,550.00 payment.

When completing the shipping address, please make sure that someone will be there during UPS business delivery hours as we cannot request a timeframe for delivery and it will be left unattended if no one there is to receive it.

Sewah will contact you to complete the order process. Thank you!

Ship to:

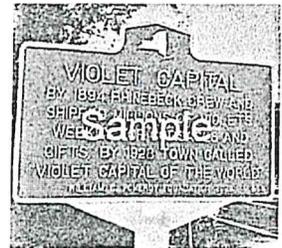
Company Name: Village of Freeport, NY
Contact: Robert Fisenne
Address: 355 Albany Ave
City: Freeport
Phone: 516-322-9383
*Email: R.Fisenne@Freeportny.gov

*Please provide an email address that is checked regularly as Sewah Studios will send your Order Confirmation and Shipment Tracking Number via that email. Due to current supply chain and related issues, Sewah Studios cannot guarantee a ship date so please plan on approximately 12-16 weeks to receive your marker. We suggest you do not schedule a dedication ceremony until you receive confirmation of your shipping date.

Text: Title:

Body: (5 lines)

FREEPORT RIVER
BY 1873 UNTIL CA. 1923,
CENTER OF FREEPORT'S OYSTER
INDUSTRY. SHELLS USED TO PAVE
LOCAL ROADS. WATERWAY MADE
DEEPER AND WIDER IN 1934.
WILLIAM G. POMEROY FOUNDATION 2023



NYS Marker. Blue background with yellow text and border

Credit:

Name and Phone of Contact Person: Regina G. Ferney
Authorized Signature: Regina G. Ferney Date: 7/25/23

PLEASE MAIL THIS FORM AND PAYMENT TO:

Sewah Studios
190 Millcreek Road - PO Box 298
Marietta, OH 45750
Phone: 740-373-2087 Toll Free: 1-888-557-3924
info@sewahstudios.com

**Check and order form must be mailed to Sewah Studios within 30 days of receipt of your grant.

If you have any question or concerns, contact Christy Coon at the Pomeroy Foundation at 315-913-4064



NYS HISTORIC MARKER ORDER FORM

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Ship to:
Company Name: Village of Freeport, DPW
Contact: Robert Fisene
Address: 355 Albany Ave
City: Freeport
Phone: 516-322-9383
*Email: Rfisene@freeportny.gov

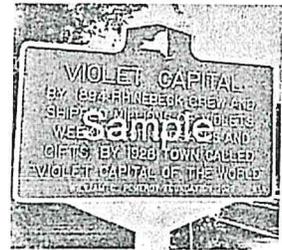
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Text: Title:

Body: (5 lines)

MERRICK ROAD
FROM 1852 UNTIL CA. 1883,
PART OF MERRICK & JAMAICA
PLANK ROAD. PAVED IN 1894,
BECAME FAVORITE OF BICYCLE &
AUTOMOBILE ENTHUSIASTS.

WILLIAM G. POMEROY FOUNDATION 2023



NYS Marker. Blue background with yellow text and border

Credit:

Name and Phone of Contact Person: Regina G. Feeney 516-359-8014
Authorized Signature: Regina G. Feeney Date: 7/25/23

PLEASE MAIL THIS FORM AND PAYMENT TO:

Sewah Studios
190 Millcreek Road - PO Box 298
Marietta, OH 45750
Phone: 740-373-2087 Toll Free: 1-888-557-3924
info@sewahstudios.com

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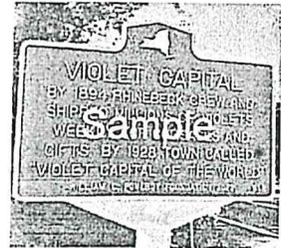
Ship to:
Company Name: Village of Freeport, DPW
Contact: Robert F. Scire
Address: 355 Albany Ave
City: Freeport
Phone: 516-322-9383
*Email: Rfiscire@FreeportNY.gov

*Please provide an email address that is checked regularly as Sewah Studios will send your Order Confirmation and Shipment Tracking Number via that email. Due to current supply chain and related issues, Sewah Studios cannot guarantee a ship date so please plan on approximately 12-16 weeks to receive your marker. We suggest you do not schedule a dedication ceremony until you receive confirmation of your shipping date.

Text: Title:

Body: (5 lines)

FREEPORT POLICE
JOHN DUNBAR APPOINTED AS
FIRST VILLAGE OFFICER IN 1893,
DEPARTMENT ORGANIZED 1921.
FIRST LONG ISLAND POLICE FORCE
TO USE TRAINED CANINES 1962.
WILLIAM G. POMEROY FOUNDATION 2023



NYS Marker. Blue background with yellow text and border

Credit:

Name and Phone of Contact Person: Regina G. Feehey 516-379-3274
Authorized Signature: Regina G. Feehey Date: 7/25/23

PLEASE MAIL THIS FORM AND PAYMENT TO:

Sewah Studios
190 Millcreek Road - PO Box 298
Marietta, OH 45750
Phone: 740-373-2087 Toll Free: 1-888-557-3924
info@sewahstudios.com

**Check and order form must be mailed to Sewah Studios within 30 days of receipt of your grant.

If you have any question or concerns, contact Christy Coon at the Pomeroy Foundation at 315-913-4064

MERRICK ROAD

*2023 - 2024 Regions 1- 3 NYS Historical
Marker Grant Program*

Freeport Landmarks Preservation Commission

Ms. Regina G. Feeney
46 North Ocean Avenue
Freeport, NY 11520

O: 516-223-1900
M: 516-359-8014

Ms. Regina G. Feeney

184 Rose Street
N/A
Freeport, NY 11520

rfeeney@freeportlibrary.info
O: 516-359-8014
M: 516-359-8014

FollowUp Form

Letter of Agreement and Publicity Release Form

Historical Roadside Marker Program - 15 Characters*

MERRICK ROAD

Letter of Agreement

I am pleased to inform you that the William G. Pomeroy Foundation® (“Pomeroy Foundation”) has approved a grant for a Historic Marker, subject to our receipt of this signed Letter of Agreement.

Letter of Agreement Conditions:

1. The grant is to be used solely for the Historic Marker Program as described in your application.
2. The Publicity Release Form (provided herein) must be signed along with this Letter of Agreement.
3. If any media coverage is scheduled to feature these markers you must notify the Pomeroy Foundation in advance.
4. If a dedication ceremony is scheduled for this marker, you must notify the Pomeroy Foundation at least three (3) weeks prior.
5. Grantee is solely responsible for the installation and maintenance of any Historic Markers granted by the Pomeroy Foundation.
6. Upon installation, two photos of the marker will be provided to the Pomeroy Foundation: (a) “close up” photo of the marker itself, without the pole; (b) “landscape” photo showing the entire marker and pole, as well as its surroundings.
7. Grantee warrants and represents that its receipt of this grant will not adversely affect the Pomeroy Foundation’s status as other than a private foundation within the meaning of Sec. 509(a) of the Internal Revenue Code.
8. Grantee confirms that no goods or services were provided to the Pomeroy Foundation in exchange for this grant.
9. Any funds not used for the specific purpose of the grant must be returned to the Pomeroy Foundation unless otherwise authorized in writing.
10. Grantee hereby agrees to indemnify, defend and hold harmless the Pomeroy Foundation and its employees, officers, agents, successors and assigns from and against any and all claims, damages, losses, liabilities and expenses (including but not limited to reasonable attorney fees and expenses), resulting from or arising out of (a) any negligence, wrongful acts, omissions, or misconduct of the Grantee; (b) any failure on the part of the Grantee to perform or comply with any of the terms or conditions of this Letter of Agreement; or (c) any provision or furnishing of any materials or any labor or services by the Grantee or on behalf of the Grantee with respect to the installation and/or maintenance of any of the Historic Markers granted.

11. The Foundation does not pay for the replacement of markers that have been damaged (caused by cars, snowplows, vandals, etc.) or stolen. While markers are intended to be placed in areas where they can be viewed by the public, it is the grantee’s responsibility to carefully consider location. If damage or theft occurs, please consult your insurance provider.

Please signify your agreement to the foregoing terms and conditions by having an authorized party electronically sign this Letter of Agreement within 30 days from the date of receiving the follow up email. **By signing below, you also certify that the marker text is spelled accurately.** Upon receipt, we will issue a check, as well as provide instructions about how to order your approved marker or plaque; please do not order your marker before receiving this information. On behalf of the Pomeroy Foundation, I extend our wish for your continued success in providing cultural education and preserving local history.

Approved Inscription

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FROM 1852 UNTIL CA. 1883,
PART OF MERRICK & JAMAICA
PLANK ROAD. PAVED IN 1894,
BECAME FAVORITE OF BICYCLE &
AUTOMOBILE ENTHUSIASTS.
WILLIAM G. POMEROY FOUNDATION 2023

ACCEPTED*

Is the marker text spelled accurately?

Yes

If no, please indicate the spelling or wording error.

Mailing Address*

Please indicate which address you would prefer the check to be mailed to? (If the address is the same for organization and contact, check organization address)

Primary Contact Address

LETTER OF AGREEMENT AUTHORIZED SIGNATURE

I certify that I am of legal age, an authorized representative of the organization, and have read the foregoing and fully understand the contents thereof.

AGREED TO AND ACCEPTED BY:

Organization Name*

Village of Freeport Landmarks Commission

Name*

Regina Feeney

Title*

Commissioner

Date*

07/15/2023

Publicity Release Conditions:

William G. Pomeroy Foundation Materials

I hereby grant the Pomeroy Foundation the following irrevocable rights for the purpose of marketing the Pomeroy Foundation and its general promotion:

1. To record, tape, film, photograph, digitize or otherwise preserve in permanent form my name, likeness, image, biographical material, voice and/or statements;
2. To use, display, copy, publish, modify, distribute, adapt, perform, and otherwise use and reuse, in whole or in part, the photographs, videos, and/or recordings for, including, without limitation, publication, broadcast, cablecast, multimedia production, internet distribution, closed circuit exhibition, illustration, promotional purposes and/or educational distribution as deemed fit by the Pomeroy Foundation, in perpetuity, throughout the world.

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I acknowledge that the Pomeroy Foundation is the sole and exclusive owner of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, worldwide, in the photographs, videos, and/or recordings, and the individual components thereof, and I shall take no action to challenge or object to the validity of such rights or the Pomeroy Foundation's ownership or registration thereof.

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I certify that I fully understand all of the granted permissions above, and have the legal right and authority to execute this Publicity Release.

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Regina G. Feeney

Freeport Landmarks Preservation Commission

Organization Name:*

Village of Freeport Landmarks Commission

Name*

Regina Feeney

Title*

Commissioner

Date*

07/15/2023

FREEPORT POLICE

*2023 - 2024 Regions 1- 3 NYS Historical
Marker Grant Program*

Freeport Landmarks Preservation Commission

Ms. Regina G. Feeney
46 North Ocean Avenue
Freeport, NY 11520

O: 516-223-1900
M: 516-359-8014

Ms. Regina G. Feeney

184 Rose Street
N/A
Freeport, NY 11520

rfeeney@freeportlibrary.info
O: 516-359-8014
M: 516-359-8014

File Attachment Summary

Applicant File Uploads

No files were uploaded

FollowUp Form

Letter of Agreement and Publicity Release Form

Historical Roadside Marker Program - 15 Characters*

FREEPORT POLICE

Letter of Agreement

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Letter of Agreement Conditions:

1. The grant is to be used solely for the Historic Marker Program as described in your application.
2. The Publicity Release Form (provided herein) must be signed along with this Letter of Agreement.
3. If any media coverage is scheduled to feature these markers you must notify the Pomeroy Foundation in advance.
4. If a dedication ceremony is scheduled for this marker, you must notify the Pomeroy Foundation at least three (3) weeks prior.
5. Grantee is solely responsible for the installation and maintenance of any Historic Markers granted by the Pomeroy Foundation.
6. Upon installation, two photos of the marker will be provided to the Pomeroy Foundation: (a) "close up" photo of the marker itself, without the pole; (b) "landscape" photo showing the entire marker and pole, as well as its surroundings.
7. Grantee warrants and represents that its receipt of this grant will not adversely affect the Pomeroy Foundation's status as other than a private foundation within the meaning of Sec. 509(a) of the Internal Revenue Code.
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9. Any funds not used for the specific purpose of the grant must be returned to the Pomeroy Foundation unless otherwise authorized in writing.
10. Grantee hereby agrees to indemnify, defend and hold harmless the Pomeroy Foundation and its employees, officers, agents, successors and assigns from and against any and all claims, damages, losses, liabilities and expenses (including but not limited to reasonable attorney fees and expenses), resulting from or arising out of (a) any negligence, wrongful acts, omissions, or misconduct of the Grantee; (b) any failure on the part of the Grantee to perform or comply with any of the terms or conditions of this Letter of Agreement; or (c) any provision or furnishing of any materials or any labor or services by the Grantee or on behalf of the Grantee with respect to the installation and/or maintenance of any of the Historic Markers granted.

11. The Foundation does not pay for the replacement of markers that have been damaged (caused by cars, snowplows, vandals, etc.) or stolen. While markers are intended to be placed in areas where they can be viewed by the public, it is the grantee's responsibility to carefully consider location. If damage or theft occurs, please consult your insurance provider.

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DEPARTMENT ORGANIZED 1921.
FIRST LONG ISLAND POLICE FORCE
TO USE TRAINED CANINES 1962.
WILLIAM G. POMEROY FOUNDATION 2023

ACCEPTED*

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Commissioner

Date*

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I acknowledge that the Pomeroy Foundation is the sole and exclusive owner of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, worldwide, in the photographs, videos, and/or recordings, and the individual components thereof, and I shall take no action to challenge or object to the validity of such rights or the Pomeroy Foundation's ownership or registration thereof.

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Name*

Regina G. Feeney

Title*

Commissioner

Date*

07/15/2023

FREEPORT RIVER

*2023 - 2024 Regions 1- 3 NYS Historical
Marker Grant Program*

Freeport Landmarks Preservation Commission

Ms. Regina G. Feeney
46 North Ocean Avenue
Freeport, NY 11520

O: 516-223-1900
M: 516-359-8014

Ms. Regina G. Feeney

184 Rose Street
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Freeport, NY 11520

rfeeney@freeportlibrary.info
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File Attachment Summary

Applicant File Uploads

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Historical Roadside Marker Program - 15 Characters*

FREEPORT RIVER

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10. Grantee hereby agrees to indemnify, defend and hold harmless the Pomeroy Foundation and its employees, officers, agents, successors and assigns from and against any and all claims, damages, losses, liabilities and expenses (including but not limited to reasonable attorney fees and expenses), resulting from or arising out of (a) any negligence, wrongful acts, omissions, or misconduct of the Grantee; (b) any failure on the part of the Grantee to perform or comply with any of the terms or conditions of this Letter of Agreement; or (c) any provision or furnishing of any materials or any labor or services by the Grantee or on behalf of the Grantee with respect to the installation and/or maintenance of any of the Historic Markers granted.

11. The Foundation does not pay for the replacement of markers that have been damaged (caused by cars, snowplows, vandals, etc.) or stolen. While markers are intended to be placed in areas where they can be viewed by the public, it is the grantee’s responsibility to carefully consider location. If damage or theft occurs, please consult your insurance provider.

Please signify your agreement to the foregoing terms and conditions by having an authorized party electronically sign this Letter of Agreement within 30 days from the date of receiving the follow up email. **By signing below, you also certify that the marker text is spelled accurately.** Upon receipt, we will issue a check, as well as provide instructions about how to order your approved marker or plaque; please do not order your marker before receiving this information. On behalf of the Pomeroy Foundation, I extend our wish for your continued success in providing cultural education and preserving local history.

Approved Inscription

FREEPORT RIVER
BY 1873 UNTIL CA. 1923,
CENTER OF FREEPORT'S OYSTER
INDUSTRY. SHELLS USED TO PAVE
LOCAL ROADS. WATERWAY MADE
DEEPER AND WIDER IN 1934.
WILLIAM G. POMEROY FOUNDATION 2023

ACCEPTED*

Is the marker text spelled accurately?

Yes

If no, please indicate the spelling or wording error.

Mailing Address*

Please indicate which address you would prefer the check to be mailed to? (If the address is the same for organization and contact, check organization address)

Primary Contact Address

LETTER OF AGREEMENT AUTHORIZED SIGNATURE

I certify that I am of legal age, an authorized representative of the organization, and have read the foregoing and fully understand the contents thereof.

AGREED TO AND ACCEPTED BY:

Organization Name*

Village of Freeport Landmarks Commission

Name*

Regina Feeney

Title*

Commissioner

Date*

07/15/2023

Publicity Release Conditions:

William G. Pomeroy Foundation Materials

I hereby grant the Pomeroy Foundation the following irrevocable rights for the purpose of marketing the Pomeroy Foundation and its general promotion:

1. To record, tape, film, photograph, digitize or otherwise preserve in permanent form my name, likeness, image, biographical material, voice and/or statements;
2. To use, display, copy, publish, modify, distribute, adapt, perform, and otherwise use and reuse, in whole or in part, the photographs, videos, and/or recordings for, including, without limitation, publication, broadcast, cablecast, multimedia production, internet distribution, closed circuit exhibition, illustration, promotional purposes and/or educational distribution as deemed fit by the Pomeroy Foundation, in perpetuity, throughout the world.

I hereby release and discharge the Pomeroy Foundation, its employees, agents, successors and assigns from any and all claims and demands arising out of or in conjunction with the Pomeroy Foundation's use, display, dissemination or exploitation of the photographs, videos and/or recordings, including, but not limited to, any claims for defamation; violation of any moral or artist rights; and/or any right of privacy or publicity.

I acknowledge that the Pomeroy Foundation is the sole and exclusive owner of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, worldwide, in the photographs, videos, and/or recordings, and the individual components thereof, and I shall take no action to challenge or object to the validity of such rights or the Pomeroy Foundation's ownership or registration thereof.

Submitted Materials (e.g. courtesy photographs, courtesy videos, etc.)

I hereby grant permission to the Pomeroy Foundation the right to use my photograph(s), video(s), recording(s) and/or artwork ("Work") for the purpose of marketing the Pomeroy Foundation and its general promotion. I understand that my Work may appear in print or digital formats, including on the Pomeroy Foundation's website and social media accounts.

I certify that I fully understand all of the granted permissions above, and have the legal right and authority to execute this Publicity Release.

AGREED TO AND ACCEPTED BY:

Organization Name:*

Village of Freeport Landmarks Commission

Name*

Regina Feeney

Title*

Commissioner

Date*

07/15/2023

File Attachment Summary

Applicant File Uploads

No files were uploaded

VILLAGE OF FREEPORT

INTERDEPARTMENT CORRESPONDENCE

To: Mayor Kennedy
From: Kathleen Murray
Date: August 8, 2023
Re: NYS Boating Infrastructure Grant

You approval is requested to submit a grant proposal to the New York State Office of Parks, Recreation, and Historic Places for their Boating Infrastructure Grant program supporting transient boating in Freeport.

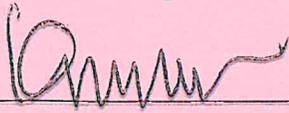
As you know, in early 2023, the Town of Hempstead licensed the Guy Lombardo Marina to the Village of Freeport. The Village, in turn, sub-licensed the property to Guy Lombardo Marina, Incorporated. The marina is located at the end of Guy Lombardo Avenue, with boats entering on Hudson Canal. The main business of the marina has been for seasonal moorage. Sixty-seven percent (67%) of the slips are seasonally rented. There is a need in the area for transient slips and an opportunity to meet the need. Eight point five (8.5%) of the 284 slips will be dedicated to transient use, or 24 slips.

The marina's bulkhead is in need of replacement throughout the property. The Village seeks grant support to replace the bulkhead that will be dedicated to the transient slips (580 feet of bulkhead). In addition, we will also replace the floating docks visitors use to reach their boats. A SEQRA negative declaration is associated with the project.

Basic Amenities are available in the marina. There are pump out and bathroom facilities on site. Each slip is equipped with fresh water and electricity. The sub-licensee is planning to add wi-fi, food and drink, and playground facilities in the coming season. Additional recreational facilities will follow (possibly tennis or pickleball courts).

Boaters who may want to visit Jones Beach or Fire Island as a day trip will find security docking their boat overnight in Guy Lombardo Marina. Boaters may choose to dock their boat and enjoy a day trip to New York City as the LIRR train station is a short trip in a taxi. The Nautical Mile, a mile of shopping, recreation, and restaurant destinations is nearby. Bethpage State Park where visitors can play golf on a renowned course is also nearby.

The project will cost \$800,400. The Village will provide a match to the grant by investing \$95,700 in cash and \$104,400 in soft costs. The grant the Village is proposing is \$600,300.



Kathleen Murray

cc: Rob Fisenne

Approved as to form

Village Attorney

8/10/2023

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

WHEREAS, the Grants Administrator is requesting Board permission to submit a grant proposal to the New York State Office of Parks, Recreation, and Historic Places for their Boating Infrastructure Grant program, supporting transient boating in Freeport; and

WHEREAS, the Village has a license for the Town of Hempstead Guy Lombardo marina, with a subsequent sub-license issues to Guy Lombardo Marina, Incorporated; and

WHEREAS, the marina currently rents 67% of slips on a seasonal basis, and there is a need for transient slips; and

WHEREAS, 8.5% or 24 of the 284 slips will be dedicated to transient use; and

WHEREAS, the marina's bulkhead is in need of replacement and the Village is seeking grant support to replace the bulkhead that will be dedicated to the transient slips (580 feet of bulkhead) and to replace the floating docks the visitors use to reach their boats; and:

WHEREAS, the project will cost \$800,400 and the Village will provide a match by investing \$95,700 in cash and \$104,400 in soft costs, with a proposed grant of \$600,300; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Grants Administrator, the Mayor (or his designee) be and hereby is authorized to sign any documentation necessary to submit a grant proposal to New York State Office of Parks, Recreation, and Historic Places for their Boating Infrastructure Grant program, supporting transient boating in Freeport with a proposed grant of \$600,300 and a Village match of \$200,100.

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
8/10/2023

INTER-DEPARTMENT CORRESPONDENCE ONLY
VILLAGE OF FREEPORT

RHK

To: Mayor Robert Kennedy

From: Conor Kirwan- Executive Director of Human Resources

Date: July 10, 2023

RE: All City Management Services / Crossing Guard Services

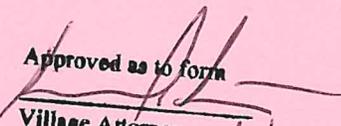
Enclosed herewith, please find a renewal agreement between the Village of Freeport and All City Management Services Inc, 10440 Pioneer Blvd, Suite 5, Santa Fe Springs, CA 90670, which continues the provision of school crossing guard services to the Village for a term beginning retroactive to March 1, 2023 through February 29, 2024. The hourly rate is set at \$35.36, an increase of 87 cents over the previous contract term.

The contract covers all insurance expenses, including the provision of Workers Compensation and Unemployment Insurance. There are sixteen crossing sites. The expected not to exceed cost of the contract is \$300,000 and will be charged to A143004 545700 (Non Employee Salaries).

If this meets with your approval please place this on the next available Board agenda to enter into this agreement, for a term effective March 1, 2023 through February 29, 2024.


Conor Kirwan

Approved as to form


Village Attorney

8/9/2023

INTER-DEPARTMENTAL MEMO

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

WHEREAS, the Executive Director of Human Resources is requesting retroactive Board approval for a contract renewal with All City Management, 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, California, 90670 for the provision of crossing guards at the hourly rate of \$35.36 per hour (an increase of \$.87 per hour from the previous contract) for a not to exceed cost of \$300,000 for a retroactive term from March 1, 2023 through February 29, 2024; and

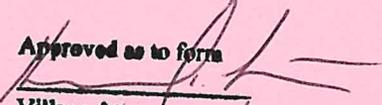
WHEREAS, the contract covers all insurance expenses, including the provision of Workers Compensation and Unemployment Insurance; and

WHEREAS, this service shall be charged to A143004 545700 (Non Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that 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 an agreement between the Village of Freeport and All City Management, 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, California, 90670 for a retroactive term from March 1, 2023 through February 29, 2024 at an hourly rate of \$35.36 per crossing guard for a not to exceed cost of \$300,000.

The Clerk polled the Board at follows:

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

Approved as to form

Village Attorney
8/9/2023



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated January __, 2023 and is between the VILLAGE OF FREEPORT (hereinafter called the "Village"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about March 1, 2023 and ends on February 28, 2024 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide seventeen (17) personnel for the Village of Freeport equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform fingerprint and criminal background checks on prospective personnel in accordance with Department of Justice fingerprint and criminal investigation requirements. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Village.
3. The Village's representative in dealing with the Contractor shall be designated by Village of Freeport.
4. The Village shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under Village's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the Village a Certificate of Insurance naming the Village and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the Village and shall not call on the Village's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Village, its officers, agents and interest of the Village. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the Village.
11. Contractor agrees to defend, indemnify and hold harmless the Village, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the Village, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay Village, its officers, agents, or employees, any and all costs and expenses incurred by the Village, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of Village, liability will be apportioned between Contractor and Village based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify Village will be limited accordingly.
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the Village.
14. The Village agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-five Dollars and Thirty-six Cents (~~\$35.36~~) per hour, per Crossing Guard during the term. Contractor shall bill a minimum of 2.5 hours per day, per Crossing Guard, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide Village with 60 days-notice of its request to increase pricing. Village agrees to review and respond to said notice within 30 days of receipt.
17. The Village shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

VILLAGE

CONTRACTOR

Village of Freeport

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

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: July 27, 2023

Re: 2020 ANNUAL CURB AND SIDEWALK CONTRACT

At the Village Board of Trustees meeting on February 3, 2020, the referenced requirements contract was awarded to **Armond Cement Contracting Co. Inc., 1808 Alice Street, Merrick, N.Y 11566** for \$251,300.00. The Contract was set up as a one year contract expiring on February 28, 2021, with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on February 8, 2021, the contract was extended for the first one-year term from March 1, 2021 until February 28, 2022. At the Village Board of Trustees meeting on February 7, 2022, the contract was extended for the second one-year term from March 1, 2022 until February 28, 2023.

For the fiscal year ending 2023 we have spent \$288,851.96 under this contract and therefore we are requesting to increase the contract to cover the overage. This overage is primarily due to an increase in repairs to residential sidewalk defects. The Village will bill the homeowners for the repairs to the residential sidewalks.

Funding for this overage will be paid for under the appropriate account or budget lines and the Department Head will determine the appropriate account or budget line to charge work to under this contract.

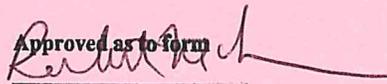
Accordingly, we are recommending that the contract "**2020 ANNUAL CURB AND SIDEWALK CONTRACT**" be retroactively increased from \$251,300.00 to \$288,851.96, with no increase in the unit prices.



Robert R. Fisenne, P.E.

Encl.

c.

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 3, 2020, the Board awarded 2020 Annual Curb and Sidewalk Contract (which provides unit prices for the repair of concrete curb and concrete sidewalk) to Armond Cement Contracting Co. Inc., 1808 Alice Street, Merrick, New York 11566 in the amount of \$251,300 for a one year term expiring February 28, 2021 with an option for two (2) additional one (1) year extensions at no increase in unit prices; and

WHEREAS, on February 8, 2021, the Board approved the contract extension for the first one-year term from March 1, 2021 until February 28, 2022; and on February 7, 2022, the Board approved the contract extension for the second and final one-year term from March 1, 2022 to February 28, 2023; and

WHEREAS, fiscal year ending 2023; \$288,851.96 has been spent under this contract; and

WHEREAS, the Village is requesting to retroactively increase the contract to cover the overage with Armond Cement Contracting Co. Inc., 1808 Alice Street, Merrick, New York 11566 from \$251,300.00 to \$288,851.96, with no increase in the unit prices, for a retroactive term to March 1, 2022 through February 28, 2023; and

WHEREAS, this overage is primarily due to an increase in repairs to residential sidewalk defects; the Village will bill the homeowners for the repairs to the residential sidewalks; and

WHEREAS, the services provided under this contract can be utilized by any department within the Village and therefore, work performed under this contract will be paid for under the appropriate account or budget line from the requesting department and the department head will determine which appropriate account or budget line to charge the work performed under this contract; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to increase the "2020 Annual Curb and Sidewalk Contract" with Armond Cement Contracting Co. Inc., 1808 Alice Street, Merrick, New York 11566, for a retroactive term to March 1, 2022 through February 28, 2023 from \$251,300.00 to \$288,851.96.

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: Robert R. Fisenne, Superintendent of Public Works February 11, 2021

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on February 3, 2020 the Board awarded 2020 Annual Curb and Sidewalk Contract (which provides unit prices for the repair of concrete curb and concrete sidewalk) to Armond Cement Contracting Co. Inc., 1808 Alice Street, Merrick, New York 11566 in the amount of \$251,300 for a one year term expiring February 28, 2021 with an option for two (2) additional one (1) year extensions at no increase in unit prices; and

WHEREAS, fiscal year to date \$58,957.38 has been spent under this contract; and

WHEREAS, the Village wishes to exercise the first one year extension option; and

WHEREAS, the services provided under this contract can be utilized by any department within the Village and therefore, work performed under this contract will be paid for under the appropriate account or budget line from the requesting department and the department head will determine which appropriate account or budget line to charge the work performed under this contract; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to extend the 2021 Annual Curb and Sidewalk Contract with Armond Cement Contracting Co. Inc., 1808 Alice Street, Merrick, New York 11566 for the amount of \$251,300 for a period from March 1, 2021 to February 28, 2022, exercising the first one year extension clause.

The Clerk polled the Board as follows:

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

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 6, 2020

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 3, 2020:

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

WHEREAS, the Department of Public Works requires the repair of concrete curbs and sidewalks throughout the Village; and,

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

WHEREAS, this service was noticed for bidding and thirty-one (31) bids were distributed and six (6) bids were received on January 21, 2020; and

WHEREAS, bids ranged from a high bid of \$1,796,800.00 to a low bid of \$251,300.00; and

WHEREAS, the lowest responsible bid submitted was that of Armond Cement Contracting Co. Inc., 1808 Alice Street, Merrick, New York 11566 in the amount of \$251,300.00; and

WHEREAS, funding for work performed under this contract will be paid for under the appropriate account or budget lines from the requesting department; and

NOW THEREFORE BE IT RESOLVED, that the Board authorize the 2020 – Annual Curb and Sidewalk Contract be awarded to Armond Cement Contracting Co. Inc., 1808 Alice Street, Merrick, New York 11566 in the amount of \$251,300.00 for a term of one year commencing March 1, 2020 with an option for two one-year extensions with no cost increase for the life of the contract, including extensions.

The Clerk polled the Board as follows:

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

cc:

**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: August 8, 2023

Re: EXTERIOR REPAIRS TO RESIDENTIAL HOUSES - REBID

Thirty-one (31) bids were picked up and four (4) bids were received on July 25, 2023 for the referenced construction contracts. The project calls for the repairs to the following residences that are in a state of disrepair and are now considered nuisance buildings:

CONTRACT "A" 60 Meister Blvd, Freeport, N.Y.
CONTRACT "B" 68 Ann Drive South, Freeport, N.Y.
CONTRACT "C" 82 President Street, Freeport, N.Y.
CONTRACT "D" 115 North Bergen Place, Freeport, N.Y.
CONTRACT "E" 213 Maxon Avenue, Freeport, N.Y.
CONTRACT "F" 216 Sportsman Avenue, Freeport, N.Y.
CONTRACT "G" 332 South Brookside Avenue, Freeport, N.Y.

The bid was set up so the Village could award each contract individually. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. The Village will bill the property owner for all work performed along with an administrative fee and associated costs, not to exceed ten percent of the cost of the work performed. Funding for this project will come from the Village General Fund with the account number to be determined at a later date.

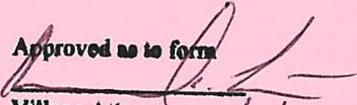
The lowest responsible bid was submitted by **D.F. EASTWOOD CONSTRUCTION CORP D/B/A ALL ISLAND FENCE & RAILINGS, 1320 MOTOR PARKWAY, ISLANDIA, NY 11749** for the following contracts and amounts:

CONTRACT "A" 60 Meister Blvd, Freeport, N.Y.	\$72,800.00
CONTRACT "B" 68 Ann Drive South, Freeport, N.Y.	\$61,800.00
CONTRACT "E" 213 Maxon Avenue, Freeport, N.Y.	\$91,000.00
CONTRACT "G" 332 South Brookside Avenue, Freeport, N.Y.	\$70,000.00

Accordingly, it is recommended that the contracts **EXTERIOR REPAIRS TO RESIDENTIAL HOUSES – REBID ("A" "B" "E" and "G")** be awarded to the lowest responsible bidder, **D.F. EASTWOOD CONSTRUCTION CORP D/B/A ALL ISLAND FENCE & RAILINGS, 1320 MOTOR PARKWAY, ISLANDIA, NY 11749** in the total amount of **\$295,600.00**.



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

Approved as to form

Village Attorney 8/10/2023

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

WHEREAS, on July 3, 2023, the Board approved a publication of a notice to bidders for Exterior Repairs to Residential Houses Re-Bid which calls for repairs to the following residences that are in a state of disrepair; and

- CONTRACT "A" 60 Meister Blvd, Freeport, N.Y.
- CONTRACT "B" 68 Ann Drive South, Freeport, N.Y.
- CONTRACT "C" 82 President Street, Freeport, N.Y.
- CONTRACT "D" 115 North Bergen Place, Freeport, N.Y.
- CONTRACT "E" 213 Maxon Avenue, Freeport, N.Y.
- CONTRACT "F" 216 Sportsman Avenue, Freeport, N.Y.
- CONTRACT "G" 332 South Brookside Avenue, Freeport, N.Y.

WHEREAS, thirty-one (31) bids were picked up and four (4) bids were received at the bid opening on July 25, 2023 and all bids were in good order; and

WHEREAS, the lowest responsible bid for the following contracts was submitted by D.F. Eastwood Construction Corp. d/b/a All Island Fence and Railings, 1320 Motor Parkway, Islandia, New York 11749 in the following amounts; and

CONTRACT "A" 60 Meister Blvd, Freeport, N.Y.	\$72,800.00
CONTRACT "B" 68 Ann Drive South, Freeport, N.Y.	\$61,800.00
CONTRACT "E" 213 Maxon Avenue, Freeport, N.Y.	\$91,000.00
CONTRACT "G" 332 South Brookside Avenue, Freeport, N.Y.	\$70,000.00

WHEREAS, funding for this work will come from the Village General Fund, with the account number to be determined at a later date; and

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Superintendent of Public Works, that the Mayor be and hereby is authorized to sign any paperwork necessary to enter into a contract with D.F. Eastwood Construction Corp. d/b/a All Island Fence and Railings, 1320 Motor Parkway, Islandia, New York 11749 for the Exterior Repairs to Residential Houses – Re-Bid (A, B, E, and G) in the total amount of \$285,600.

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
8/10/2023

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: EXTERIOR REPAIRS TO RESIDENTIAL HOUSES - REBID

BID

DATE: July 25, 2023

G & D RESTORATION
215 ANDREWS ROAD
MINEOLA, NY 11501

D.F. EASTWOOD CONSTRUCTION CORP
D/B/A ALL ISLAND FENCE & RAILINGS
1320 MOTOR PARKWAY
ISLANDIA, NY 11749

ITEM NO.	DESCRIPTION	TOTAL COST	TOTAL COST
CONTRACT "A"	SECTION 54, BLOCK 327, LOT 16 60 MEISTER BLVD FREEPORT, NY 11520	\$ 86,777.00	\$ 86,777.00
CONTRACT "B"	SECTION 62, BLOCK 206, LOT 23 68 ANN DRIVE SOUTH FREEPORT, NY 11520	\$ 94,862.00	\$ 94,862.00
CONTRACT "C"	SECTION 62, BLOCK 91, LOT 433 82 PRESIDENT STREET FREEPORT, NY 11520	\$ 13,422.00	\$ 13,422.00
CONTRACT "D"	SECTION 55, BLOCK 269, LOT 328 115 BERGEN PLACE FREEPORT, NY 11520	\$ 22,985.00	\$ 22,985.00
CONTRACT "E"	SECTION 54, BLOCK 490, LOT 9 213 MAXSON AVENUE FREEPORT, NY 11520	\$ 137,540.00	\$ 137,540.00
CONTRACT "F"	SECTION 62, BLOCK 88, LOT 33 216 SPORTSMAN AVENUE FREEPORT, NY 11520	\$ 33,244.00	\$ 33,244.00
CONTRACT "G"	SECTION 54, BLOCK 524, LOT 30 332 S. BROOKSIDE AVENUE FREEPORT, NY 11520	\$ 78,627.00	\$ 78,627.00
TOTALS		\$ 467,457.00	\$ 467,457.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: EXTERIOR REPAIRS TO RESIDENTIAL HOUSES - REBID

BID

DATE: July 25, 2023

A1 CONSTRUCTION SERVICES INC.
2468 JERUSALEM ROAD, SUITE 1
N. BELLMORE, NY 11710

CHASE BUILDING RENOVATION, INC.
29 WEST HILLS ROAD
HUNTINGTON STATION, NY 11746

ITEM NO.	DESCRIPTION	TOTAL COST	TOTAL COST
CONTRACT "A"	SECTION 54, BLOCK 327, LOT 16 60 MEISTER BLVD FREEPORT, NY 11520	\$ 76,000.00	\$ 78,500.00
CONTRACT "B"	SECTION 62, BLOCK 206, LOT 23 68 ANN DRIVE SOUTH FREEPORT, NY 11520	\$ 67,000.00	\$ 69,000.00
CONTRACT "C"	SECTION 62, BLOCK 91, LOT 433 82 PRESIDENT STREET FREEPORT, NY 11520	\$ 70,000.00	\$ 85,000.00
CONTRACT "D"	SECTION 55, BLOCK 269, LOT 328 115 BERGEN PLACE FREEPORT, NY 11520	\$ 85,000.00	\$ 80,000.00
CONTRACT "E"	SECTION 54, BLOCK 490, LOT 9 213 MAXSON AVENUE FREEPORT, NY 11520	\$ 118,000.00	\$ 95,000.00
CONTRACT "F"	SECTION 62, BLOCK 88, LOT 33 216 SPORTSMAN AVENUE FREEPORT, NY 11520	\$ 61,000.00	\$ 85,500.00
CONTRACT "G"	SECTION 54, BLOCK 524, LOT 30 332 S. BROOKSIDE AVENUE FREEPORT, NY 11520	\$ 97,000.00	\$ 90,000.00
TOTALS		\$ 574,000.00	\$ 583,000.00

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: August 8, 2023

Re: EXTERIOR REPAIRS TO RESIDENTIAL HOUSES - REBID

Thirty-one (31) bids were picked up and four (4) bids were received on July 25, 2023 for the referenced construction contracts. The project calls for the repairs to the following residences that are in a state of disrepair and are now considered nuisance buildings:

CONTRACT "A" 60 Meister Blvd, Freeport, N.Y.
CONTRACT "B" 68 Ann Drive South, Freeport, N.Y.
CONTRACT "C" 82 President Street, Freeport, N.Y.
CONTRACT "D" 115 North Bergen Place, Freeport, N.Y.
CONTRACT "E" 213 Maxon Avenue, Freeport, N.Y.
CONTRACT "F" 216 Sportsman Avenue, Freeport, N.Y.
CONTRACT "G" 332 South Brookside Avenue, Freeport, N.Y.

The bid was set up so the Village could award each contract individually. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. The Village will bill the property owner for all work performed along with an administrative fee and associated costs, not to exceed ten percent of the cost of the work performed. Funding for this project will come from the Village General Fund with the account number to be determined at a later date.

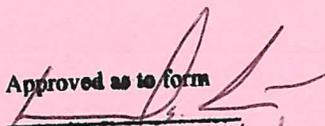
The lowest responsible bid was submitted by **G&D RESTORATION, 215 ANDREWS ROAD, MINEOLA, N.Y. 11501** for the following contracts and amounts:

CONTRACT "C" 82 President Street, Freeport, N.Y.	\$13,422.00
CONTRACT "F" 216 Sportsman Avenue, Freeport, N.Y.	\$33,244.00

Accordingly, it is recommended that the contracts **EXTERIOR REPAIRS TO RESIDENTIAL HOUSES – REBID ("C" and "F")** be awarded to the lowest responsible bidder, **G&D RESTORATION, 215 ANDREWS ROAD, MINEOLA, N.Y. 11501** in the total amount of **\$46,666.00**.



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

Approved as to form

Village Attorney 8/10/2023

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

WHEREAS, on July 3, 2023, the Board approved a publication of a notice to bidders for Exterior Repairs to Residential Houses Re-Bid which calls for repairs to the following residences that are in a state of disrepair; and

- CONTRACT "A" 60 Meister Blvd, Freeport, N.Y.
- CONTRACT "B" 68 Ann Drive South, Freeport, N.Y.
- CONTRACT "C" 82 President Street, Freeport, N.Y.
- CONTRACT "D" 115 North Bergen Place, Freeport, N.Y.
- CONTRACT "E" 213 Maxon Avenue, Freeport, N.Y.
- CONTRACT "F" 216 Sportsman Avenue, Freeport, N.Y.
- CONTRACT "G" 332 South Brookside Avenue, Freeport, N.Y.

WHEREAS, thirty-one (31) bids were picked up and four (4) bids were received at the bid opening on July 25, 2023 and all bids were in good order; and

WHEREAS, the lowest responsible bid for the following contracts was submitted by G&D Restoration, 215 Andrews Road, Mineola, New York 11501 in the following amounts; and

CONTRACT "C" 82 President Street, Freeport, N.Y.	\$13,422.00
CONTRACT "F" 216 Sportsman Avenue, Freeport, N.Y.	\$33,244.00

WHEREAS, funding for this work will come from the Village General Fund, with the account number to be determined at a later date; and

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Superintendent of Public Works, that the Mayor be and hereby is authorized to sign any paperwork necessary to enter into a contract with G&D Restoration, 215 Andrews Road, Mineola, New York 11501 for the Exterior Repairs to Residential Houses – Re-Bid (C and F) in the total amount of \$46,666.

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

8/10/2023

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: EXTERIOR REPAIRS TO RESIDENTIAL HOUSES - REBID

BID DATE: July 25, 2023

G & D RESTORATION
215 ANDREWS ROAD
MINEOLA, NY 11501

D. F. EASTWOOD CONSTRUCTION CORP
D/B/A ALL ISLAND FENCE & RAILINGS
1320 MOTOR PARKWAY
ISLANDIA, NY 11749

ITEM NO.	DESCRIPTION	TOTAL COST	TOTAL COST
CONTRACT "A"	SECTION 54, BLOCK 327, LOT 16 60 MEISTER BLVD FREEPORT, NY 11520	\$ 86,777.00	\$ 72,800.00
CONTRACT "B"	SECTION 62, BLOCK 206, LOT 23 68 ANN DRIVE SOUTH FREEPORT, NY 11520	\$ 94,862.00	\$ 61,800.00
CONTRACT "C"	SECTION 62, BLOCK 91, LOT 433 82 PRESIDENT STREET FREEPORT, NY 11520	\$ 13,422.00	\$ 63,800.00
CONTRACT "D"	SECTION 55, BLOCK 269, LOT 328 115 BERGEN PLACE FREEPORT, NY 11520	\$ 22,985.00	\$ 75,000.00
CONTRACT "E"	SECTION 54, BLOCK 490, LOT 9 213 MAXSON AVENUE FREEPORT, NY 11520	\$ 137,540.00	\$ 91,000.00
CONTRACT "F"	SECTION 62, BLOCK 88, LOT 33 216 SPORTSMAN AVENUE FREEPORT, NY 11520	\$ 33,244.00	\$ 57,800.00
CONTRACT "G"	SECTION 54, BLOCK 524, LOT 30 332 S. BROOKSIDE AVENUE FREEPORT, NY 11520	\$ 78,627.00	\$ 70,000.00
TOTALS		\$ 467,457.00	\$ 492,200.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: EXTERIOR REPAIRS TO RESIDENTIAL HOUSES - REBID

BID

DATE: July 25, 2023

AI CONSTRUCTION SERVICES INC.
2468 JERUSALEM ROAD, SUITE 1
N. BELLMORE, NY 11710

CHASE BUILDING RENOVATION, INC.
29 WEST HILLS ROAD
HUNTINGTON STATION, NY 11746

ITEM NO.	DESCRIPTION	TOTAL COST	TOTAL COST
CONTRACT "A"	SECTION 54, BLOCK 327, LOT 16 60 MEISTER BLVD FREEPORT, NY 11520	\$ 76,000.00	\$ 78,500.00
CONTRACT "B"	SECTION 62, BLOCK 206, LOT 23 68 ANN DRIVE SOUTH FREEPORT, NY 11520	\$ 67,000.00	\$ 69,000.00
CONTRACT "C"	SECTION 62, BLOCK 94, LOT 433 82 PRESIDENT STREET FREEPORT, NY 11520	\$ 70,000.00	\$ 85,000.00
CONTRACT "D"	SECTION 55, BLOCK 269, LOT 328 115 BERGEN PLACE FREEPORT, NY 11520	\$ 85,000.00	\$ 80,000.00
CONTRACT "E"	SECTION 54, BLOCK 490, LOT 9 213 MAXSON AVENUE FREEPORT, NY 11520	\$ 118,000.00	\$ 95,000.00
CONTRACT "F"	SECTION 62, BLOCK 88, LOT 33 216 SPORTSMAN AVENUE FREEPORT, NY 11520	\$ 64,000.00	\$ 85,500.00
CONTRACT "G"	SECTION 54, BLOCK 524, LOT 30 332 S. BROOKSIDE AVENUE FREEPORT, NY 11520	\$ 97,000.00	\$ 90,000.00
TOTALS		\$ 574,000.00	\$ 583,000.00

VILLAGE OF FREEPORT

INTERDEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Kathleen Murray, Grants Administrator

Date: 8/3/2023 Revised

RE: NYS Office of Parks, Recreation and Historic Places Boating Infrastructure Grant Program

As you know, the Village of Freeport is submitting a grant application for the reconstruction of bulkhead, boardwalk and floating dock at The Guy Lombardo Marina. The total project cost is estimated at \$800,400. A requirement of the application process is submission of SEQRA documentation.

I request the following resolution be adopted by the Board of Trustees:

RESOLUTION OF THE BOARD OF TRUSTEES FOR THE INCORPORATED VILLAGE OF FREEPORT DETERMINING THAT THE RECONSTRUCTION OF THE BULKHEAD, BOARDWALK AND FLOATING DOCK AT GUY LOMBARDO MARINA CONSTITUTES A TYPE II ACTION WITH NO FURTHER REVIEW REQUIRED FOR S.E.Q.R.A. PURPOSES

WHEREAS, The Village of Freeport is seeking \$800,400 for the reconstruction of bulkhead, boardwalk and floating dock at Guy Lombardo Marina from the New York State Office of Parks, Recreation and Historic Places' Boating Infrastructure Grants Program; and

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

WHEREAS, the proposed action is the replacement and reconstruction of a facility, in kind, for the same function and size on the same site.

NOW THEREFORE BE IT RESOLVED, the Board of Trustees of the Incorporated Village of Freeport determines that the proposed action is a Type II action under CRR Title 6 Chapter VI Part 617.5 of the State Environmental Quality Review, and no further review is required.

cc: Rob Fisenne

Approved as to form
Village Attorney
8/10/2023

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

RESOLUTION OF THE BOARD OF TRUSTEES FOR THE INCORPORATED VILLAGE OF FREEPORT DETERMINING THAT THE RECONSTRUCTION OF THE BULKHEAD, BOARDWALK AND FLOATING DOCK AT GUY LOMBARDO MARINA CONSTITUTES A TYPE II ACTION WITH NO FURTHER REVIEW REQUIRED FOR S.E.Q.R.A. PURPOSES

WHEREAS, The Village of Freeport is seeking \$800,400 for the reconstruction of bulkhead, boardwalk and floating dock at Guy Lombardo Marina from the New York State Office of Parks, Recreation and Historic Places' Boating Infrastructure Grants Program; and

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

WHEREAS, the proposed action is the replacement and reconstruction of a facility, in kind, for the same function and size on the same site.

NOW THEREFORE BE IT RESOLVED, the Board of Trustees of the Incorporated Village of Freeport determines that the proposed action is a Type II action under CRR Title 6 Chapter VI Part 617.5 of the State Environmental Quality Review, and no further review is required.

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
8/10/2023

FREEPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

FF Richard T. Muldowney Jr. Plaza
15 Broadway PO Box 290
Freeport, N.Y. 11520
(516) 377 2190 Fax (516) 377 2499
E Mail: rmaguire@freeporntny.gov

August 7, 2023

**To: Mayor Robert T. Kennedy
Board of Trustees**

Re: Budget Transfer Request

Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the transfer below to the 2023/2024 fiscal year operating budget.

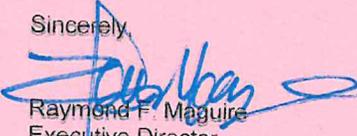
The purpose of the following transfer is to appropriate the necessary funding to cover an increase in the contract for uniforms for the Fire Department.

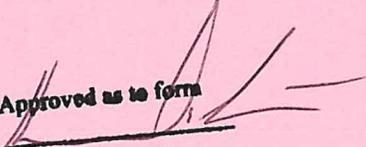
FROM:
A341004 541400 SAFETY GEAR
\$ 15,000.00

TO:
A341002 520600 UNIFORMS

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

Sincerely,


Raymond F. Maguire
Executive Director


Approved as to form

Village Attorney

8/10/2023

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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the 2023/2024 operating budget:

FROM:

A341004 541400 SAFETY GEAR \$ 15,000.00

TO:

A341002 520600 UNIFORMS \$ 15,000.00

Total: \$15,000.00

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover the cost of uniforms for new members of the Fire Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

8/10/2023

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

AGENDA

BOARD OF TRUSTEES' MEETING

August 14, 2023

5:30 PUBLIC HEARING

To consider the Rezoning application for Section 55, Block 232, P/O Lot 201 a/k/a 106 Broadway from Residence Apartment District to Residence Apartment District to include Golden Age Floating Zone.

VILLAGE OF FREEPORT BOARD OF TRUSTEES

-----x

In the Matter of the Application of

**Refuge Apostolic Church of Christ and
The D & F Development Group, Inc.**

VERIFIED PETITION

for an Amendment and Change of the provisions of Chapter 210 of the Village Code of the Village of Freeport, including the Building Zone Map, so the property known as **Section 55 Block 232 p/o Lot 201**, Village of Freeport, County of Nassau, State of New York, shall be included within the "Golden Age Floating Zone", pursuant to Article XXVIII of the Code of the Village of Freeport

-----x

BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT

Petitioners, **Refuge Apostolic Church of Christ and The D & F Development Group, Inc.**, by and through their attorneys, **MCLAUGHLIN & STERN LLP**, respectfully allege and shows this Board as follows.

PARTIES

1. Refuge Apostolic Church of Christ ("the Church") is a religious not-for-profit corporation that is the owner in fee of the property that is the subject of this application. The D & F Development Group is a developer, working in conjunction with the Church to develop the property that is the subject of this application in the manner set forth herein.

THE OVERALL PARCEL AND THE SUBJECT PROPERTY

2. The Subject Property is part of an irregularly shaped parcel with frontages along Broadway, Mount Avenue and Rosedale Avenue, known as 106 Broadway, Freeport. The entire parcel, of which the Subject Property is a part, is comprised of a total area of 42,905 square feet ("the Overall Parcel"). A site plan depicting the Overall Parcel and Subject Property is annexed hereto as **Exhibit "A"**. A metes and bounds description of the Overall Parcel is annexed hereto as **Exhibit "B"** and a metes and bounds description of the Subject Property is annexed hereto as **Exhibit "C"**.

3. The Overall Parcel is presently zoned “Residence Apartment” District. On this application, Petitioners seek permission to include the Subject Property within the “Golden Age Floating Zone” (“the Golden Age District”), pursuant to Village Code Article XXVIII. Upon inclusion within the Golden Age District, Petitioners will subdivide the Subject Property from the Overall Parcel in order to construct an age-restricted multi-family dwelling on the Subject Property. The rest of the Overall Parcel will remain within “Residence Apartment” District and will continue to be utilized as a church.

SURROUNDING ZONES AND USES

4. The uses and zoning of the surrounding properties are as follows:

a) North, along the north side of Broadway, running east to Rosedale Avenue, the properties are zoned Residence “A” District and are improved with multi-family and mixed-use buildings that appear to be non-conforming uses;

b) South, along Mount Avenue and Rosedale Avenue, running to Commercial Street, the properties are zoned “Residence Apartment” District and are improved with residential homes;

c) East, along Rosedale Avenue and North Columbus Avenue, the properties are zoned “Residence Apartment” District and are improved with residential homes;

d) West, along the west side of Mount Avenue and running west along Broadway, the properties are zoned Business “B” District and Residence “A” District and are improved with residential homes, mixed-use buildings, a church, multi-family buildings and commercial buildings.

THE APPLICATION

5. As noted above, Petitioners here seek to include the Subject Property within the Golden Age Zone in order to permit Petitioners to subdivide the Overall Parcel, construct an

age-restricted multi-family dwelling on the Subject Property and to maintain a church on the remainder of the Overall Parcel.

6. The proposed inclusion of the Subject Property within the Golden Age District would allow for a substantial improvement to the area, as the Subject Property is currently vacant and under-utilized.

7. In connection with the construction of the new age-restricted multi-family dwelling, Petitioners would also undertake substantial improvements to the existing church that will benefit both the congregation and the surrounding neighborhood.

8. The area surrounding the Overall Parcel is characterized by a mix of residential and commercial development, including mixed-used and non-conforming buildings, as well as several multi-family developments along Broadway directly across the Overall Parcel.

9. Multi-family uses are already permitted on the Overall Parcel under the current "Residence Apartment" District zoning. By this application, the Subject Property's use will be limited to, and governed by, the age-restricted regulations of the Golden Age District.

10. Accordingly, the proposed inclusion of the Subject Property within the Golden Age District is not a substantial departure from the present zoning regulations and would allow improvement to the Subject Property that is consistent with the existing character of the immediate area. The relief requested herein, therefore, is in harmony with the surrounding uses and zoning regulations and will promote the general public health, safety, and welfare.

11. Upon Information and belief, no other request for such relief has been filed with this Board.

12. Upon information and belief, the Overall Parcel is not located within 500 feet of a Village boundary line.

WHEREFORE, Petitioners respectfully request that, after a public hearing, the Building Zone Ordinance of the Village of Freeport, County of Nassau, State of New York, including the Business Zone Map thereof, be amended and changed so that the Subject Property, as described the metes and bounds description annexed hereto as **Exhibit "C"**, will be included within the Golden Age District.

Dated: Garden City, New York
November 16, 2022



CHRISTIAN BROWNE

Exhibit A

Exhibit B



Barrett
Bonacci &
Van Weele, P.C.

ENGINEERS • SURVEYORS • PLANNERS

October 21, 2022

Description of Overall Property

ALL that certain plot, piece or parcel of land, situate, lying and being in Freeport, Town of Hempstead, County of Nassau, and State of New York, known and designated as lots 174-192 and part of lot 173 on a certain map entitled "Map of East Randall Park" and filed in the Office of the Clerk of Nassau County on April 23, 1904 as File Number 45, Case No. 328, being more particularly bounded and described as follows:

BEGINNING at the corner formed by the southerly side of Broadway and the westerly side of Rosedale Avenue

RUNNING THENCE southerly along the westerly side of Rosedale Avenue 275 feet;

THENCE westerly perpendicular with Rosedale Avenue, 110 feet;

THENCE southerly parallel with Rosedale Avenue, 8.96 feet;

THENCE westerly perpendicular with Rosedale Avenue, 110 feet to the easterly side of Mount Avenue;

THENCE along the easterly side of Mount Avenue and parallel with Rosedale Avenue, 115 feet to the southerly side of Broadway;

THENCE along the southerly side of Broadway, at an interior angle of 127 degrees 31 minutes, 277.40 feet to the westerly side of Rosedale Avenue and **THE POINT OR PLACE OF BEGINNING**.

Containing: 42,904 square feet, more or less

For Information Only: N.C.T.M. No.: Section 55 Block 232 Lot 201

\\D:\22\102\DESCRIPTIONS\DESCRIPTION OF PROPERTY 2022-10-21.DOCX

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

175A Commerce Drive Hauppauge, NY 11788-3920
P 631.435.1111 F 631.435.1022

BBVpc.com

Exhibit C



Barrett
Bonacci &
Van Weele, P.C.

ENGINEERS • SURVEYORS • PLANNERS

October 21, 2022

Description of Proposed Lot 1

ALL that certain plot, piece or parcel of land, situate, lying and being in Freeport, Town of Hempstead, County of Nassau, and State of New York, known and designated as lots 180 - 189 and part of lots 177, 178, 179, 190, 191 and 192 on a certain map entitled "Map of East Randall Park" and filed in the Office of the County of Nassau County on April 23, 1904 as File Number 45, Case No. 328, being more particularly bounded and described as follows:

BEGINNING at the corner formed by the southerly side of Broadway and the westerly side of Rosedale Avenue

RUNNING THENCE southerly along the westerly side of Rosedale Avenue 275 feet;

THENCE westerly perpendicular to Rosedale Avenue, 110 feet;

THENCE northeasterly at an interior angle of 56 degrees 28 minutes, 53.65 feet;

THENCE northwesterly at an interior angle of 269 degrees 40 minutes 40 seconds, 141.10 feet to the southerly side of Broadway;

THENCE along the southerly side of Broadway, at an interior angle of 71 degrees 22 minutes 20 seconds, 249.06 feet to **THE POINT OR PLACE OF BEGINNING**.

Containing: 30,172 square feet, more or less

For Information Only: N.C.T.M. No.: Section 55 Block 232 Part of Lot 201

K:\0422\A\220102\DESCRIPTIONS\DESCRIPTION OF PARCEL 1 2022-10-21.DOCX

A handwritten signature in black ink, appearing to be a stylized name, possibly 'Barrett Bonacci'.

175A Commerce Drive Hauppauge, NY 11788-3920
P 631.435.1111 F 631.435.1022

BBVpc.com

123 Broadway

106 Broadway

Street View & 360°



All

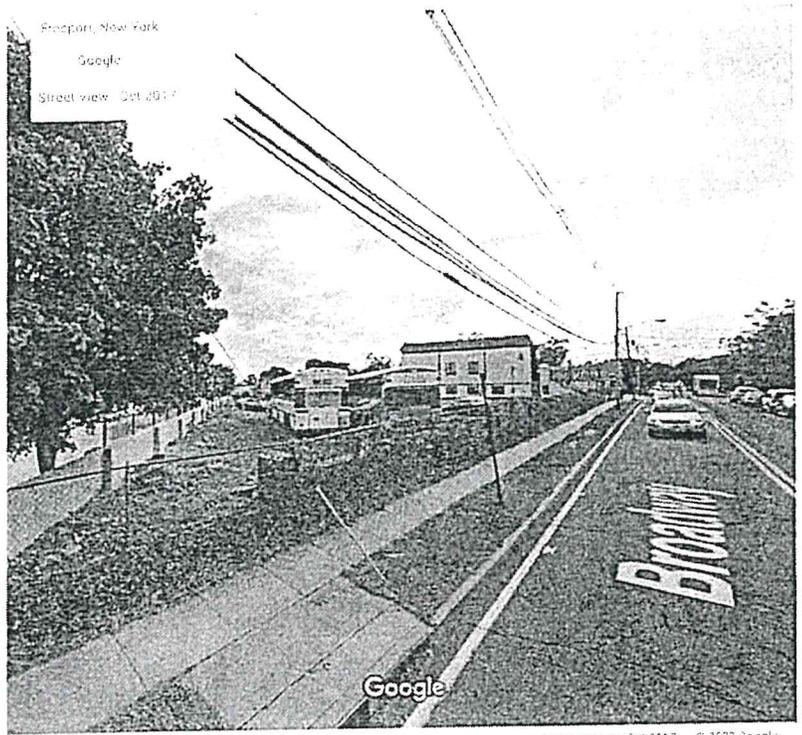


Image captured Oct 2017 © 2017 Google

Freeport, New York
Google Street View
Oct 2017 See more dates

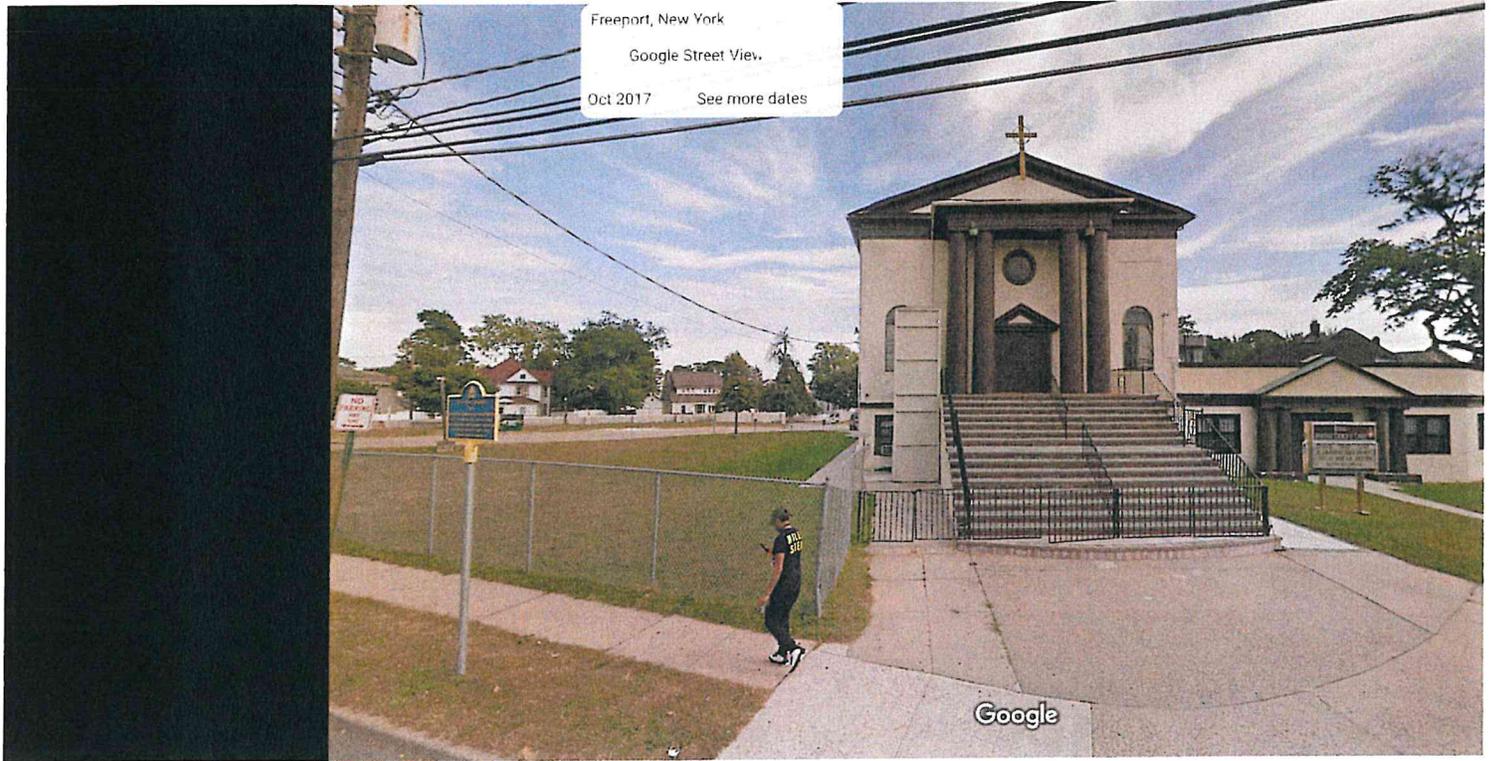


Image capture: Oct 2017 © 2023 Google



106 Broadway

All

Street View & 360°

South Shore Mit:
106 Broadway
106 Broadway
106 Broadway
106 Broadway

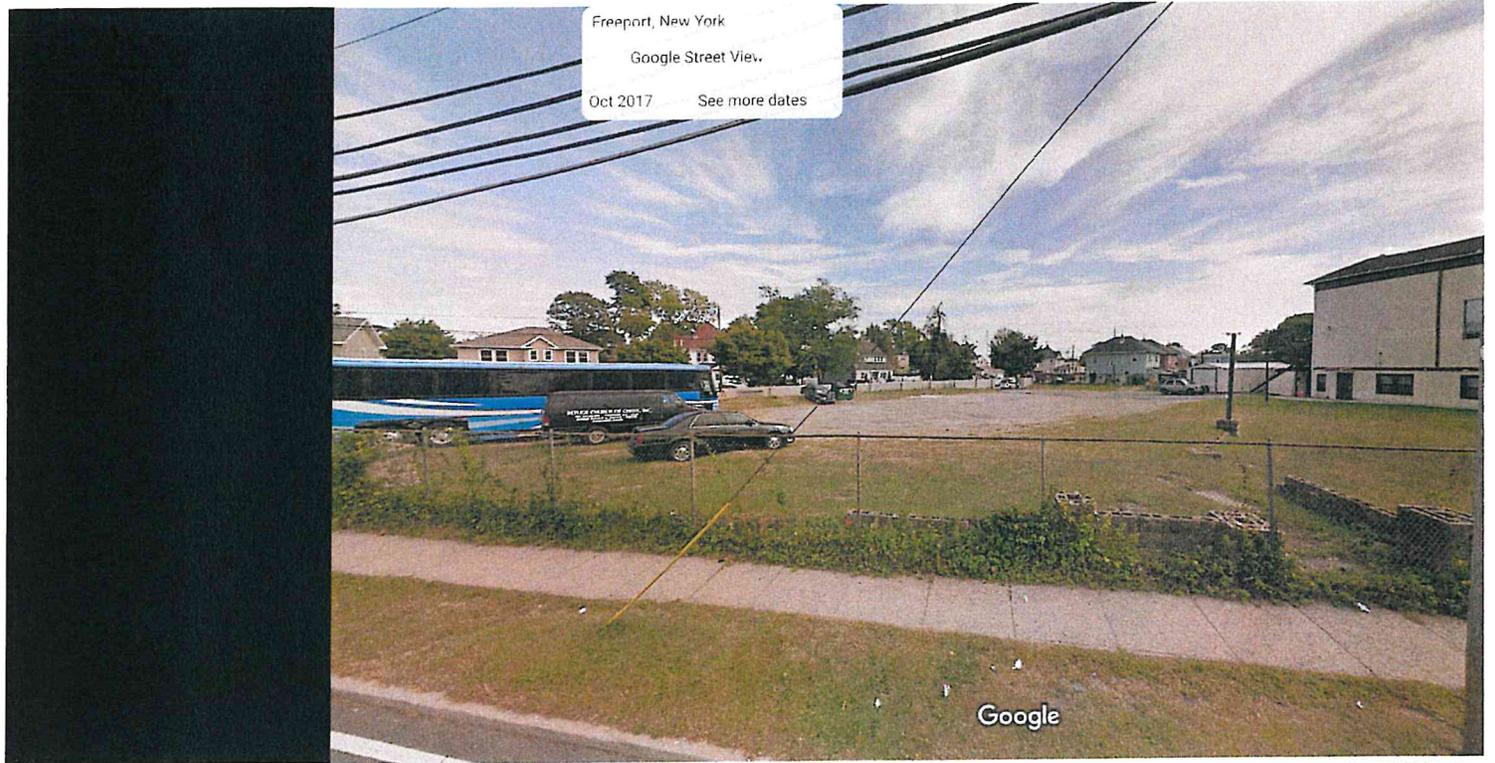


Image capture: Oct 2017 © 2023 Google



106 Broadway

All

Street View & 360°

South Shore Mit:
106 Broadway
107 Broadway
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114 Broadway
115 Broadway
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Freeport, New York
Google Street View.
Sep 2016 See more dates



Image capture: Sep 2016 © 2023 Google



106 Broadway

All

Street View & 360°



*Full Environmental Assessment Form
Part 1 - Project and Setting*

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Bishop Ronald H. Carter Housing Development		
Project Location (describe, and attach a general location map): s/w/c Broadway @ Rosedale Avenue. Freeport, NY (NCTM: Section 55, Block 232, Lot 201)		
Brief Description of Proposed Action (include purpose or need): Subdivision of existing 42,905 sf (<1 acre) property into two parcels; Existing church to remain (12,744 sf lot) and Proposed Apartment (30,161 sf) lot with the construction of a new 5 level, 80 unit apartment building and associated site improvements.		
Name of Applicant/Sponsor: The D&F Development Group, LLC		Telephone: 516-437-0900
		E-Mail:
Address: 100 Schoolhouse Rd.		
City/PO: Levittown	State: NY	Zip Code: 11756
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Refuge Apostolic Church of Christ		Telephone:
		E-Mail:
Address: 105 Broadway		
City/PO: Freeport	State: NY	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Village of Freeport - Board of Trustees; Change of zone	
b. City, Town or Village <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission	Village of Freeport--Site Plan Board	
c. City, Town or <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals	Village of Freeport - Board of Zoning Appeals	
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Nassau Co. Dept. of Public Works--GML Sec. 239-f Nassau County Office of Community Development	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	New York State Homes and Community Renewal	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part I 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? <u>Residence Apartment District</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site? <u>Residence Apartment District / Golden Age District</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C.4. Existing community services.	
a. In what school district is the project site located? <u>Freeport Public Schools</u>	
b. What police or other public protection forces serve the project site? <u>Freeport Police</u>	
c. Which fire protection and emergency medical services serve the project site? <u>Freeport Fire Department</u>	
d. What parks serve the project site? <u>Freeport Northeast Park</u>	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Existing Church to Remain; Proposed 5 level, 80-unit Apartment building to be added.</u>	
b. a. Total acreage of the site of the proposed action? _____	<u>0.98</u> acres
b. Total acreage to be physically disturbed? _____	<u>0.69</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____	<u>0.98</u> acres
c. Is the proposed action an expansion of an existing project or use? i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d. Is the proposed action a subdivision, or does it include a subdivision? If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) <u>Existing Church parcel (0.29 acres) and Residential Apartment parcel (0.69 acres)</u> ii. Is a cluster/conservation layout proposed? _____ iii. Number of lots proposed? _____ iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. Will the proposed action be constructed in multiple phases? i. If No, anticipated period of construction: _____ ii. If Yes: • Total number of phases anticipated _____ • Anticipated commencement date of phase I (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	80			
At completion of all phases	80			

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,
 i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,
 i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:
 i. What is the purpose of the excavation or dredging? Lower level / foundation construction
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): 5,000 cy
 • Over what duration of time? 6 months
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
Existing soils to be removed from site to allow for construction of lower level parking and foundations
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ 0.69 acres
 vi. What is the maximum area to be worked at any one time? _____ 0.69 acres
 vii. What would be the maximum depth of excavation or dredging? _____ 10 feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____
Existing soils to be removed from site to allow for construction of lower level parking and foundations; site to be constructed, landscaped.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ 22,800 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: Freeport Water Department
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ 22,800 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary Wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: Nassau County Cedar Creek Sewerage Treatment Facility
- Name of district: Freeport Sanitary Sewer Department
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:

- How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
- Describe types of new point sources. _____
- Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 - If to surface waters, identify receiving water bodies or wetlands: _____

Will stormwater runoff flow to adjacent properties? Yes No
 iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:

- Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

- Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

- Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:

- Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
- In addition to emissions as calculated in the application, the project will generate:
 - _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 - _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 - _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 - _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 - _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 - _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing 0 Proposed 94 Net increase/decrease -94

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: n/a

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration.
Building construction noise 8 am to 5 pm M-F

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Building mounted lighting for parking and safety per Village requirements

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation: _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): Churches _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.3	0.9	+.6
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Grass / earth	0.7	0.1	-.6

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities:
 Columbus Avenue School, Johanny's Day Care, Tree of Life Adult Day Care

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes: Yes No
 i. Has the facility been formally closed?
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes: Yes No
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____

 iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ >100' feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: UpA (Urban land-Plymouth complex) 100 %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: 10 feet

e. Drainage status of project site soils: Well Drained: 100 % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Sole Source Aquifer Names: Nassau-Suffolk SSA

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

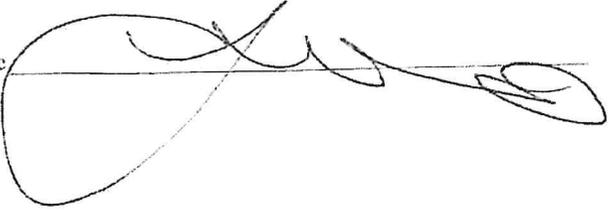
Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

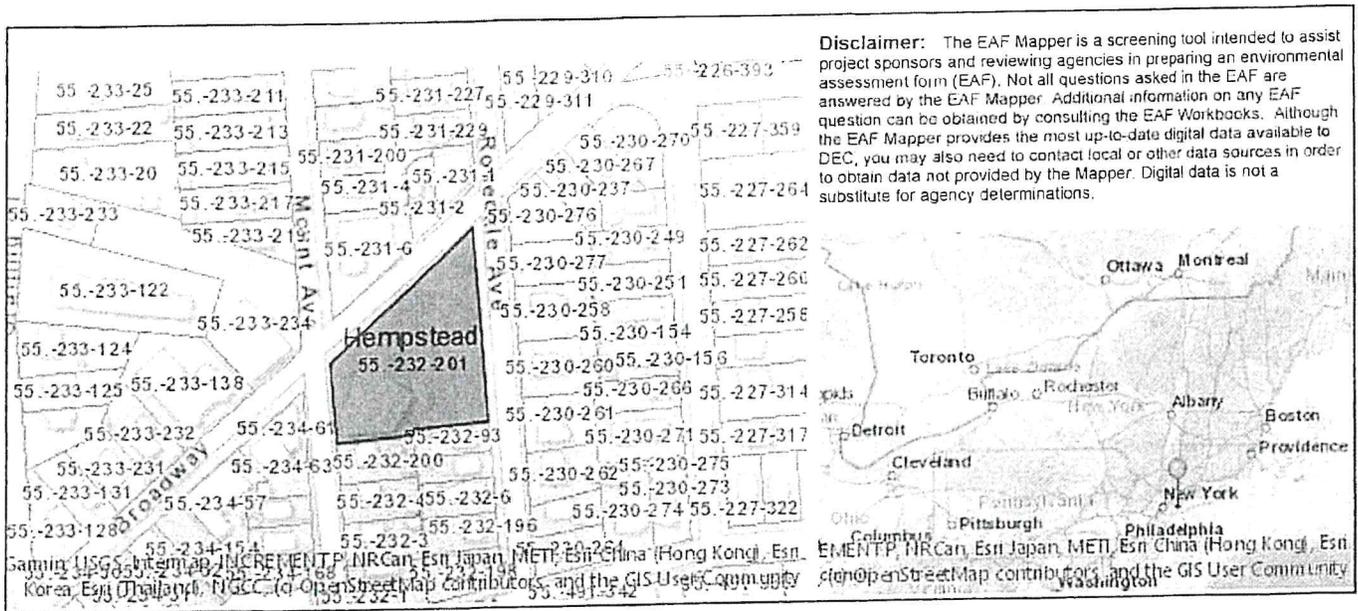
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name The D+F Development Group LLC Date 11-8-2022

Signature  Title member

EAF Mapper Summary Report

Tuesday, November 8, 2022 10:17 AM



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Sole Source Aquifer Names: Nassau-Suffolk SSA
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No

E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Map No. 11/14/2022
 Date of Issue: 11/14/2022
 Date of Revision: 11/14/2022

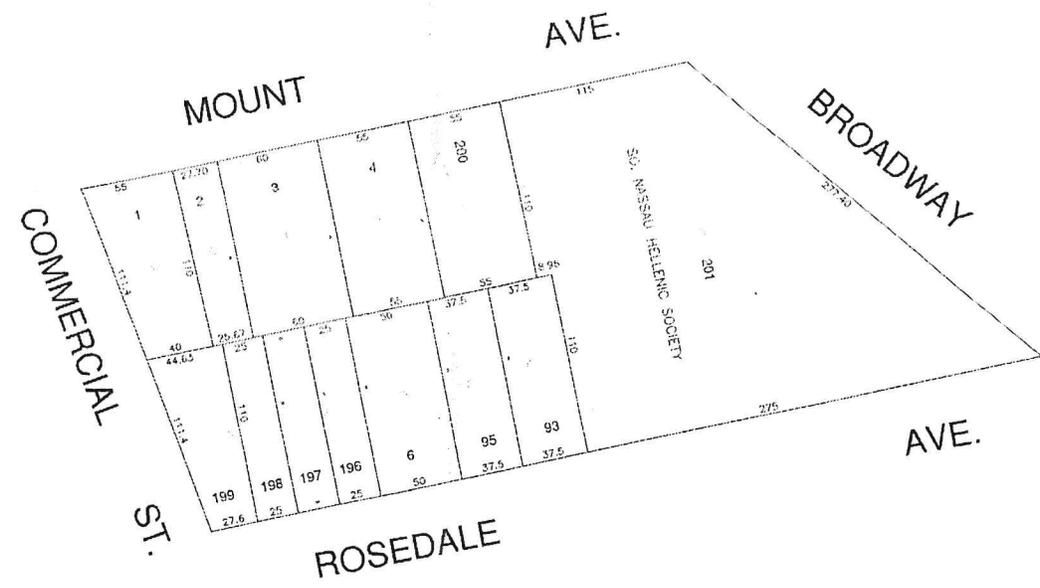
LEGEND

COUNTY LINE
 TOWN LINE
 SCHOOL DISTRICT LINE
 SPECIAL DISTRICT LINE
 WATER MAIN
 SEWER MAIN
 GAS MAIN
 FIBER OPTIC
 ELEC. MAIN
 TELEPHONE MAIN
 CABLE TV MAIN
 RAILROAD
 HIGHWAY
 AIRPORT
 CANAL
 LAKE
 RIVER
 STREAM
 WOODS
 SWAMP
 SAND
 GRAVEL
 ROCK
 CLAY
 SILT
 MUD
 SAND AND GRAVEL
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N 158,100 +
 E 2,116,300 +

N 158,650 +



E 2,116,750 +

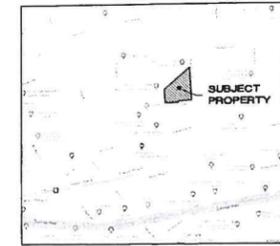


SPECIAL DISTRICTS		MUNICIPALITIES	
151	FIRE PROTECTION	1	ROSELAND
152	SANITARY	2	ROSELAND
153	REFUSE & GARBAGE	3	ROSELAND
154	REFUSE DISPOSAL	4	ROSELAND
155	SEWER COLLECTION	5	ROSELAND
156	WATER SUPPLY	6	ROSELAND
157	WATER COLLECTION	7	ROSELAND
158	WATER SUPPLY	8	ROSELAND
159	WATER COLLECTION	9	ROSELAND
160	WATER SUPPLY	10	ROSELAND
161	WATER COLLECTION	11	ROSELAND
162	WATER SUPPLY	12	ROSELAND
163	WATER COLLECTION	13	ROSELAND
164	WATER SUPPLY	14	ROSELAND
165	WATER COLLECTION	15	ROSELAND
166	WATER SUPPLY	16	ROSELAND
167	WATER COLLECTION	17	ROSELAND
168	WATER SUPPLY	18	ROSELAND
169	WATER COLLECTION	19	ROSELAND
170	WATER SUPPLY	20	ROSELAND
171	WATER COLLECTION	21	ROSELAND
172	WATER SUPPLY	22	ROSELAND
173	WATER COLLECTION	23	ROSELAND
174	WATER SUPPLY	24	ROSELAND
175	WATER COLLECTION	25	ROSELAND
176	WATER SUPPLY	26	ROSELAND
177	WATER COLLECTION	27	ROSELAND
178	WATER SUPPLY	28	ROSELAND
179	WATER COLLECTION	29	ROSELAND
180	WATER SUPPLY	30	ROSELAND
181	WATER COLLECTION	31	ROSELAND
182	WATER SUPPLY	32	ROSELAND
183	WATER COLLECTION	33	ROSELAND
184	WATER SUPPLY	34	ROSELAND
185	WATER COLLECTION	35	ROSELAND
186	WATER SUPPLY	36	ROSELAND
187	WATER COLLECTION	37	ROSELAND
188	WATER SUPPLY	38	ROSELAND
189	WATER COLLECTION	39	ROSELAND
190	WATER SUPPLY	40	ROSELAND
191	WATER COLLECTION	41	ROSELAND
192	WATER SUPPLY	42	ROSELAND
193	WATER COLLECTION	43	ROSELAND
194	WATER SUPPLY	44	ROSELAND
195	WATER COLLECTION	45	ROSELAND
196	WATER SUPPLY	46	ROSELAND
197	WATER COLLECTION	47	ROSELAND
198	WATER SUPPLY	48	ROSELAND
199	WATER COLLECTION	49	ROSELAND

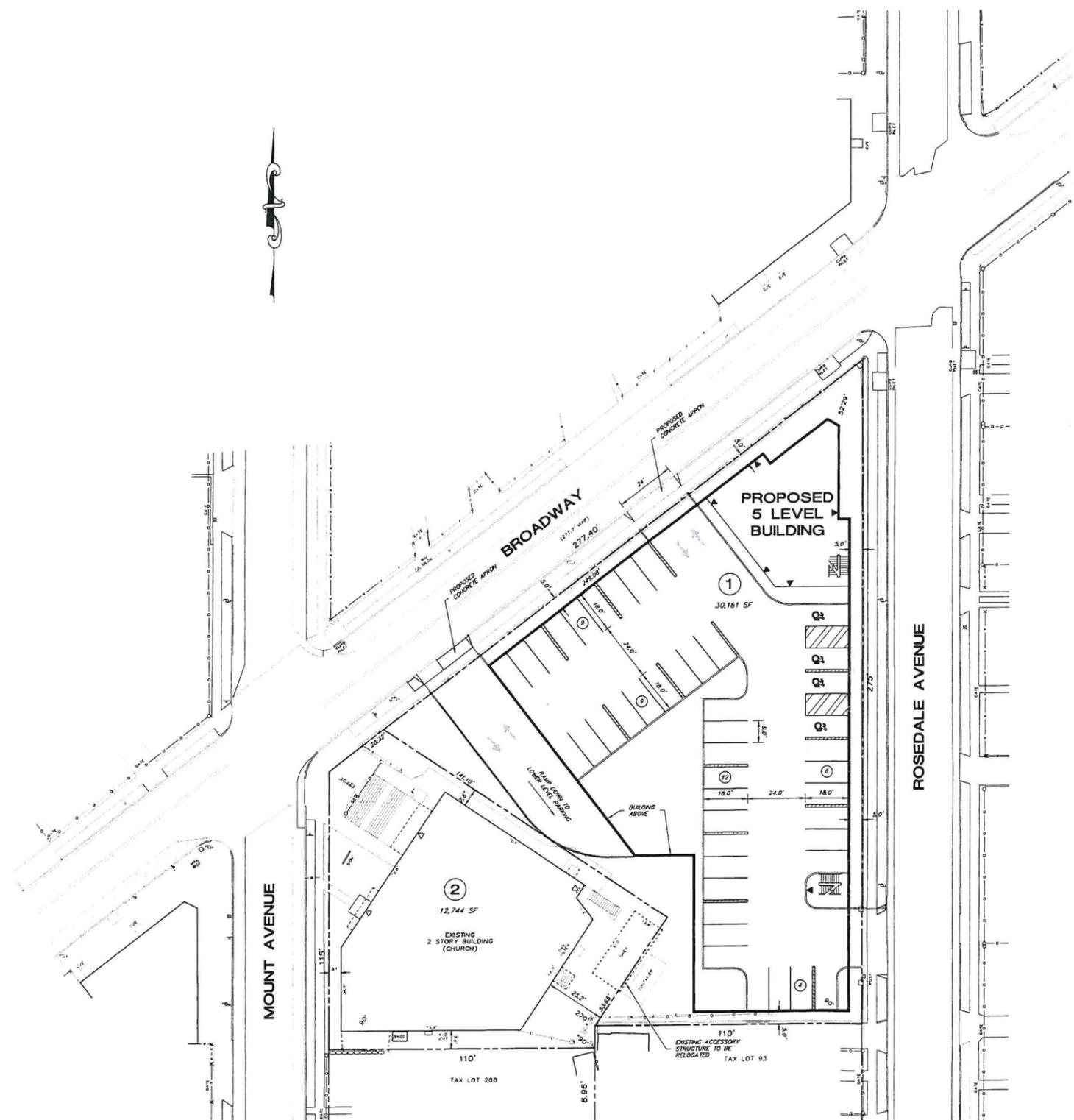
Nassau County
 Department of Assessment
 Charles O'Shea, Chairman
Land & Tax Map
 Map Last Revised: October 17, 2002

SEC. 55
 BLK. 232
 SHEET 1 OF 1





KEY MAP
SCALE: 1"=600'



SITE DATA

TOTAL SITE AREA	42,905 SF (0.98 AC)
CURRENT ZONING	RESIDENCE APARTMENT DISTRICT
PROPOSED NO. OF LOTS	2
LOT 1	
PROPOSED ZONING	GOLDEN AGE DISTRICT
PROPOSED USE	APARTMENTS
	EXIST. CODE PROPOSED
MIN. LOT AREA	25,000 SF 30,161 SF (0.69 AC)
MIN. FRONT YARD SETBACK	25' 5'
MIN. REAR YARD SETBACK	25' 5'
MIN. SIDE YARD SETBACK	20' 5'
MAX. BUILDING HEIGHT	50' 55'
BUILDING AREA	40% OF LOT AREA 60.9% (18,369 SF)*
POPULATION DENSITY	50 UNITS/ACRE 80 UNITS/ACRE = 116 UNITS/AC
MIN. FLOOR AREA	600 SF/UNIT 3600 SF/UNIT
*VARIANCE REQUIRED	
LOT 2	
EXISTING ZONING	RESIDENCE APARTMENT DISTRICT
EXISTING USE	CHURCH
	EXIST. CODE PROPOSED
MIN. LOT AREA	25,000 SF 12,744 SF (0.29 AC)*
MIN. FRONT YARD SETBACK	25' 5.1' (EXISTING)
MIN. REAR YARD SETBACK	20' 25.2' (PROPOSED)
MIN. SIDE YARD SETBACK	20' 7.6' (EXISTING)
MAX. BUILDING AREA	40% OF LOT AREA 54% (6,892 SF)*

PROPOSED FLOOR AREAS

GROUND FLOOR	1,193 SF
SECOND FLOOR	18,369 SF
THIRD FLOOR	18,369 SF
FOURTH FLOOR	18,369 SF
FIFTH FLOOR	18,369 SF
TOTAL GSF	76,669 SF

UNIT BREAKDOWN

	1 BEDROOM	2 BEDROOM	TOTAL
GROUND FLOOR	0	0	0
SECOND FLOOR	19	1	20
THIRD FLOOR	19	1	20
FOURTH FLOOR	19	1	20
FIFTH FLOOR	19	1	20
TOTAL	76	4	80

PARKING CALCULATIONS

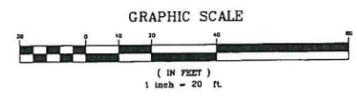
PARKING REQUIRED:
APARTMENT BUILDING:
5 SPACES PER 4 BEDROOM UNITS = 100

PARKING PROVIDED:
LOWER LEVEL: 30 STANDARD STALLS
AT GRADE: 40 STANDARD STALLS
4 SIGN STALLS
94 TOTAL

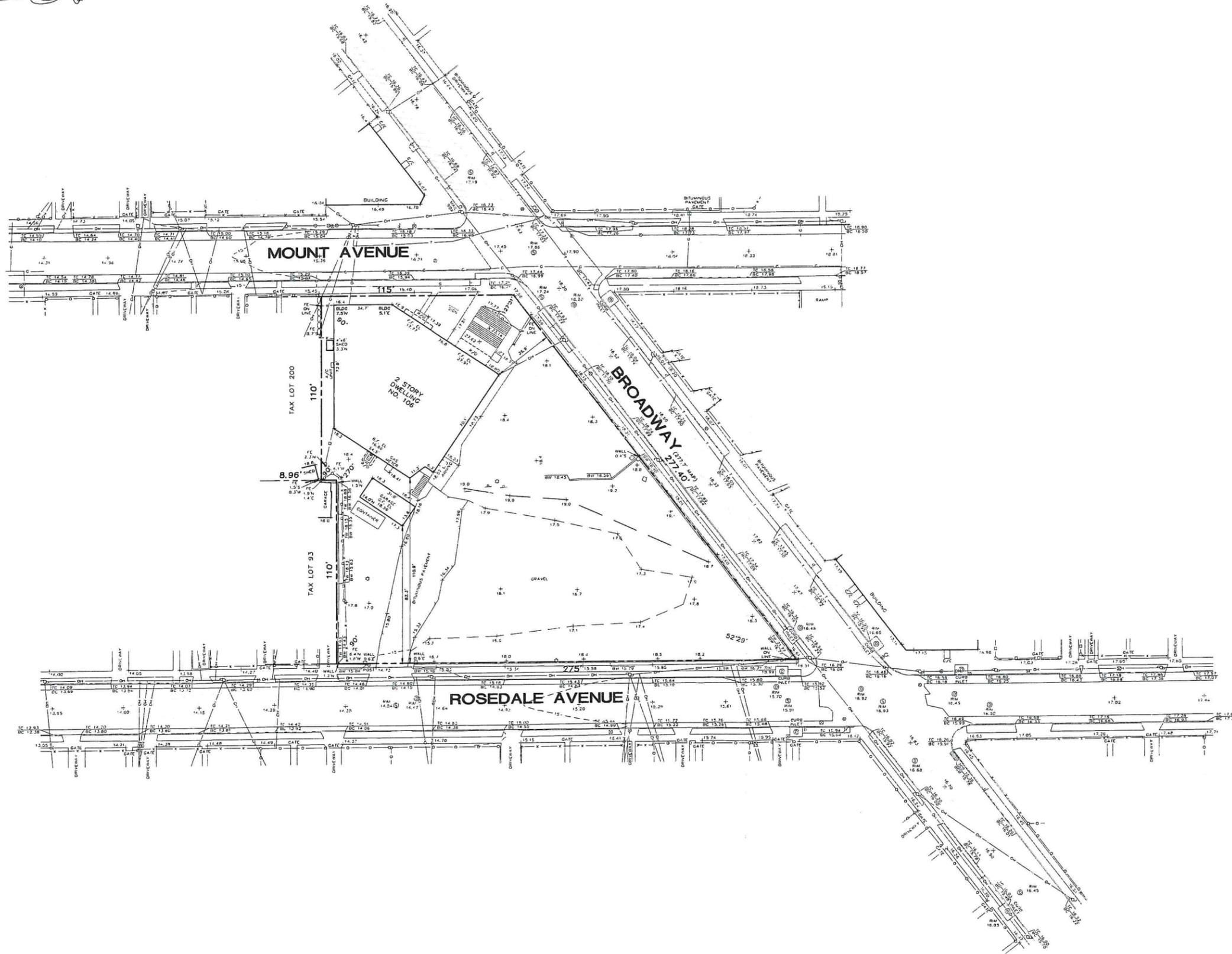
NOTES
1. THIS PLAN REFERENCES A SURVEY PREPARED BY BARNETT, BONACCI & VAN WEELE, P.C. DATED 9/8/22.

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	[Symbol]	[Symbol]
BUILDING	[Symbol]	[Symbol]
CURB	[Symbol]	[Symbol]
WALL	[Symbol]	[Symbol]
FENCE	[Symbol]	[Symbol]
CONCRETE	[Symbol]	[Symbol]
PARKING COUNT	[Symbol]	[Symbol]
PARCEL NO.	[Symbol]	[Symbol]
BUILDING ENTRANCE	[Symbol]	[Symbol]



Drawn by	MM	Checked by	MM
Designed by	MM	Drafted by	SS
Barrett Bonacci & Van Weele, PC Engineers • Surveyors • Planners 175A Commerce Drive Hauppauge, NY 11788 631.435.1111 • 631.435.1022 www.bbvp.com			
Tax Map No.: SECTION 55 BLOCK 232 LOT 201			
BISHOP RONALD H. CARTER HOUSING DEVELOPMENT FREEPORT TOWN OF HEMPSTEAD NASSAU COUNTY, NY			
SITE PLAN			
<small>A PORTION OF THIS DOCUMENT, EXCEPT AS A LICENSED PROFESSIONAL ENGINEER OR ARCHITECT, WITHIN THE STATE OF NEW YORK, IS UNLAWFUL TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.</small>			
Scale	Project No.	Sheet No.	1 of 1
1"=20'	A220102		
OCTOBER 7, 2022			



LEGEND

	CONCRETE CURB
	DROP CURB
	WALL
	EDGE OF PAVEMENT
	OVERHEAD WIRES
	GUY WIRE
	CHAIN LINK FENCE
	STOCKADE FENCE
	FENCE OTHER
	HEDGE
	CONCRETE/MASONRY
	CONTOURS
	GAS MAIN
	TELEPHONE LINE
	WATER MAIN
	B.F. EL
	F.F. EL
	G.F. EL
	TC BC
	TW BW
	TB CB
	+55.43
	GV
	ST - TEL
	LP
	ST - SAN
	WV
	FH
	ST - DRN
	DI
	CB
	UP
	S

- NOTES:**
1. THIS SURVEY WAS PREPARED FOR A SPECIFIC PURPOSE, AND IS NOT INTENDED TO BE USED FOR A TRANSFER OF TITLE OR ANY FINANCIAL PURPOSE.
 2. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND THEREFORE, THE EXISTENCE OF ANY COVENANTS, RESTRICTIONS, EASEMENTS AND/OR RIGHTS OF WAY OF RECORD, IF ANY, ARE NOT SHOWN OR ADDRESSED.
 3. PROPERTY CORNER MONUMENTS WERE NOT PLACED AS PART OF THIS SURVEY.
 4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.
 5. THE OFFSETS OR DIMENSIONS SHOWN FROM THE STRUCTURES TO THE PROPERTY LINES ARE FOR A SPECIFIC PURPOSE AND USE AND THEREFORE ARE NOT INTENDED TO GUIDE IN THE ERECTION OF FENCES, RETAINING WALLS, POOLS, PATIOS, PLANTING AREAS, ADDITIONS TO BUILDINGS OR ANY OTHER CONSTRUCTION.
 6. THE PROPERTY APPEARS AS PART OF LOT 173 AND ALL OF LOTS 174-192 ON THE MAP OF EAST RANDALL PARK, FILED APRIL 23, 1904 - FILE No. 45.
 7. LOT AREA = 42,9040 SQUARE FEET.
 8. ELEVATIONS SHOWN HEREON REFER TO N.A.V.D. 1988.

Date	By	Drafted by	Checked by	Revision
	S.K.	A.V.R.	C.W.	

BBV Barrett Bonacci & Van Weele, PC
 Engineers • Surveyors • Planners
 175A Commerce Drive Hauppauge, NY 11788
 631.435.1111 • 631.435.1022
 www.bbvp.com

Tax Map: SECTION 55 BLOCK 232 LOT 201

PROPERTY SITUATE FREEPORT
 TOWN OF HEMPSTEAD NASSAU COUNTY, N.Y.

BOUNDARY & TOPOGRAPHIC SURVEY

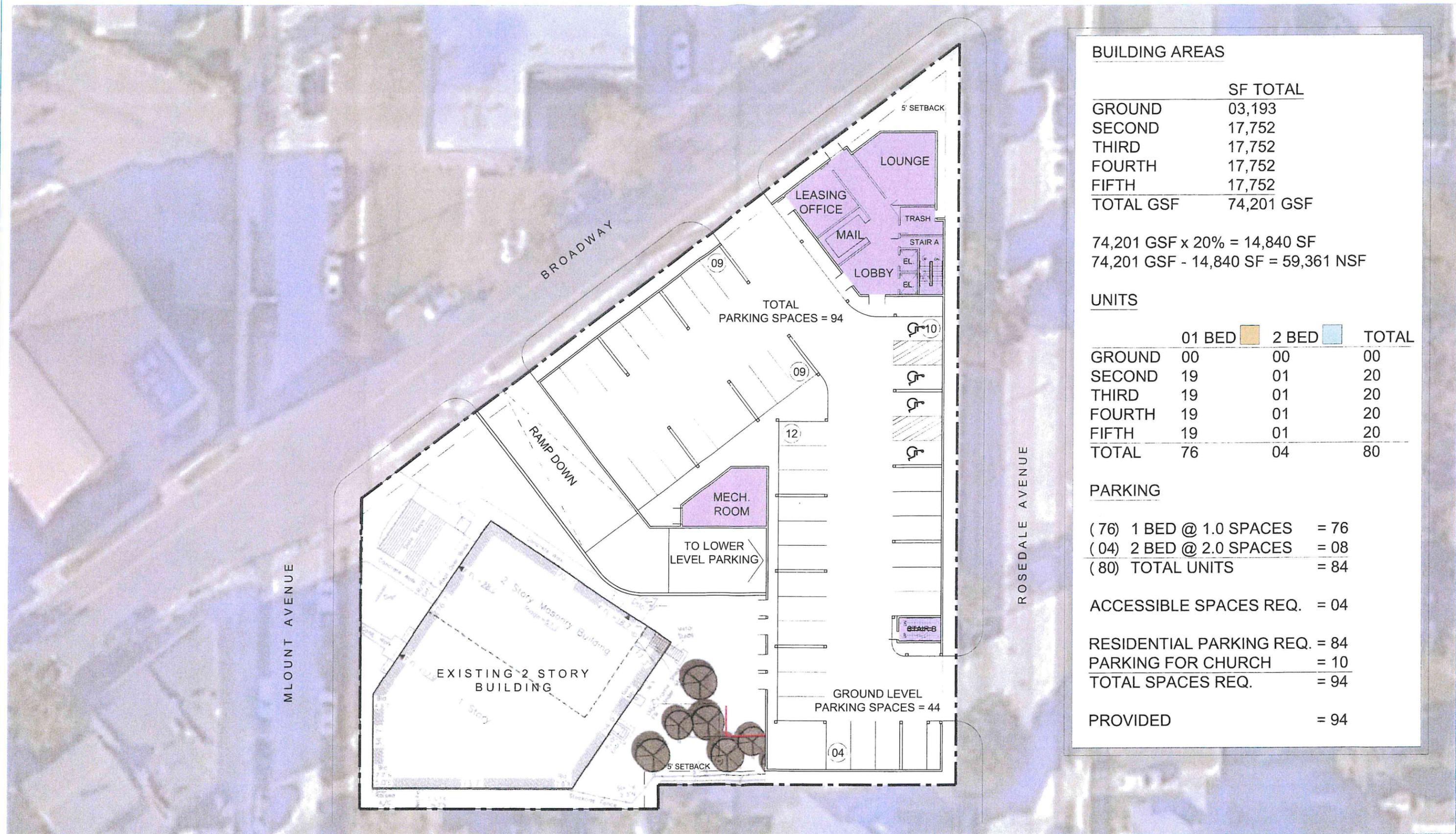
Date	Scale	Project No.	Sheet No.
SEPTEMBER 8, 2022	1" = 30'	A220102	1 of 1



LOWER LEVEL DESIGN PLAN

BROADWAY, FREEPORT NY
2022.02.18

SCALE - 1/16" = 1'-0"
(22" X 34")



BUILDING AREAS

	SF TOTAL
GROUND	03,193
SECOND	17,752
THIRD	17,752
FOURTH	17,752
FIFTH	17,752
TOTAL GSF	74,201 GSF

74,201 GSF x 20% = 14,840 SF
 74,201 GSF - 14,840 SF = 59,361 NSF

UNITS

	01 BED	2 BED	TOTAL
GROUND	00	00	00
SECOND	19	01	20
THIRD	19	01	20
FOURTH	19	01	20
FIFTH	19	01	20
TOTAL	76	04	80

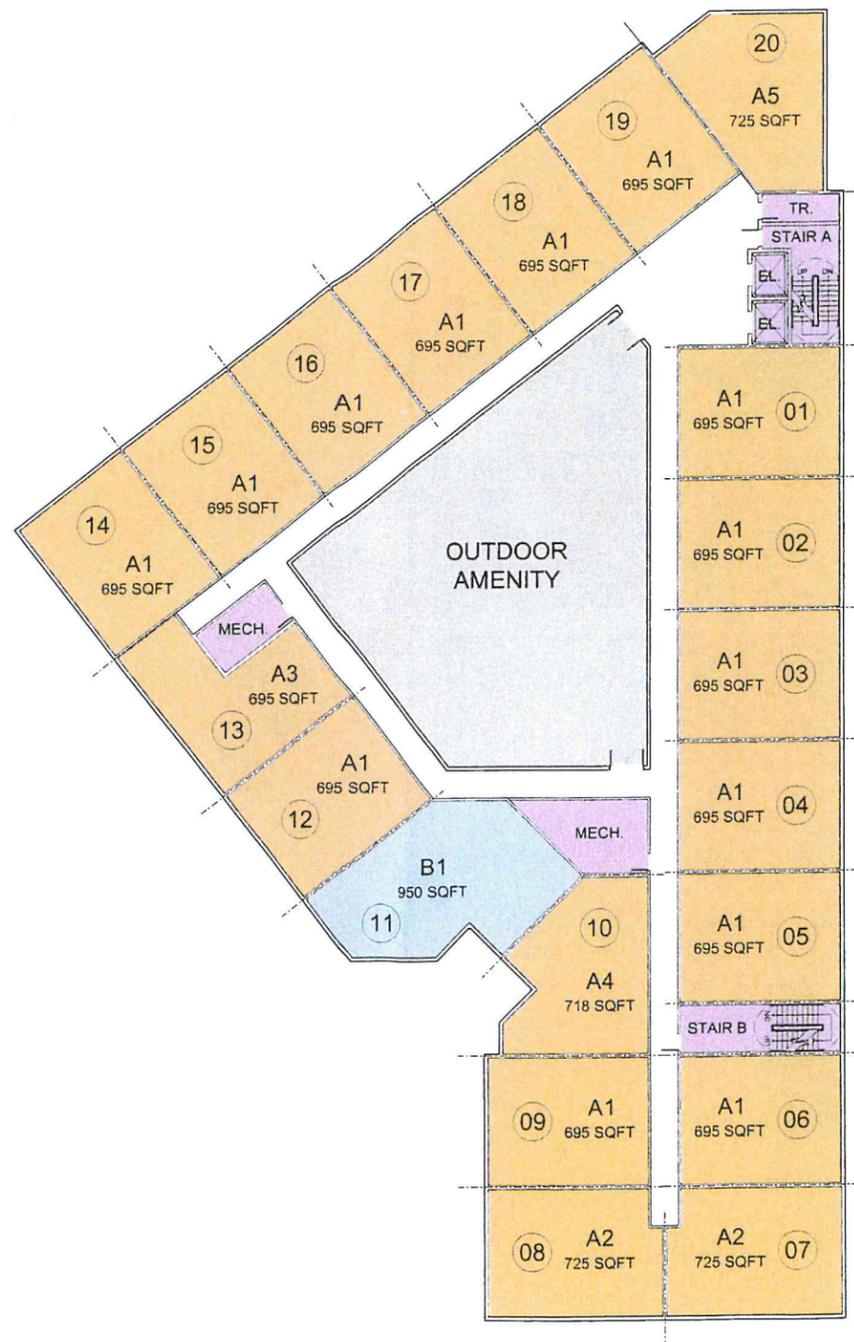
PARKING

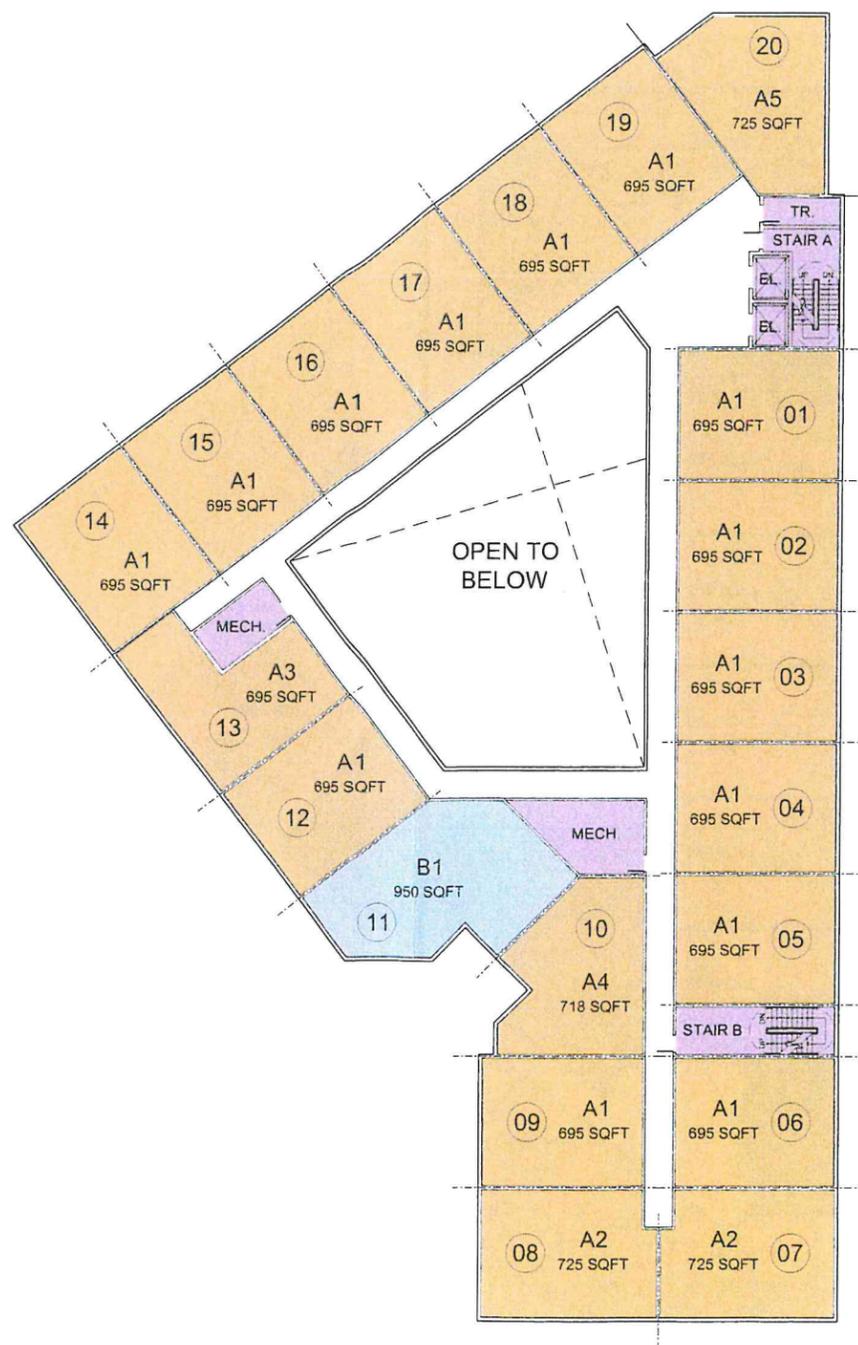
(76) 1 BED @ 1.0 SPACES = 76
 (04) 2 BED @ 2.0 SPACES = 08
 (80) TOTAL UNITS = 84

ACCESSIBLE SPACES REQ. = 04

RESIDENTIAL PARKING REQ. = 84
 PARKING FOR CHURCH = 10
 TOTAL SPACES REQ. = 94

PROVIDED = 94





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

DIRECTIVE

TO: Howard E. Colton, Village Attorney July 5, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 3, 2023:

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

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 14th day of August 2023, at 5:30 P.M., to consider the re-zoning application for Section 55, Block 232, P/O Lot 201 a/k/a 106 Broadway from Residence Apartment District to Residence Apartment District with a Golden Age Floating Zone.

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 14th day of August 2023 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 3rd day of July 2023.

Pamela Walsh Boening
Village Clerk

The Clerk polled the Board as follows:

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

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

Mayor Kennedy

In Favor

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

 Board & Comm.

X Claims Examiner

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

 OTHER

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 14th day of August 2023, at 5:30 P.M., to consider the re-zoning application for Section 55, Block 232, P/O Lot 201 a/k/a 106 Broadway from Residence Apartment District to Residence Apartment District with a Golden Age Floating Zone.

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STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 14th day of August 2023 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 3rd day of July 2023.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
July 3, 2023



www.liherald.com

Affidavit of Publication

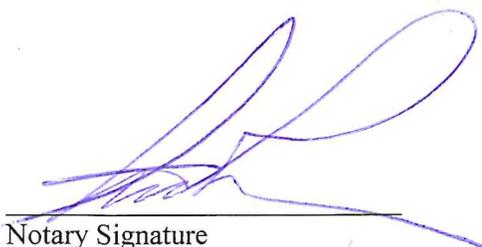
State Of New York,
Nassau County

Havisha Ramoo being duly sworn, deposes and affirms that he/she is the principal clerk of Richner Communications, Inc., publishers of the **Freeport Herald**, a weekly newspaper published and mailed in the County of Nassau and which has been designated by the County as a newspaper of record for said County and that the notice # **140586** of which the annexed is a true copy was published in this newspaper on the following dates:

7/06


Havisha Ramoo

Subscribed and sworn to before me this, July 07, 2023


Notary Signature

STUART RICHNER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02RI6155489
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 11/13/26

Inc. Village Of Freeport

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING RESOLVED, that
the Board of Trustees of
the Incorporated Village
of Freeport, by virtue of
the authority invested
by law, shall conduct a
public hearing to be duly
held on the 14th day of
August 2023, at 5:30 P.M.,
to consider the re-zoning
application for Section
55, Block 232, P/O Lot
201 a/k/a 106 Broadway
from Residence Apartment
District to Residence
Apartment District with a
Golden Age Floating Zone.
FURTHER RESOLVED, that
the foregoing notice of
public hearing shall be
entered in the minutes of
the Board of Trustees of
the Incorporated Village
of Freeport, and published
in the Freeport Leader and
a printed copy thereof
posted conspicuously in
at least three (3) public
places in the Incorporated
Village of Freeport, Nassau
County, New York. STATE
OF NEW YORK, COUNTY
OF NASSAU, VILLAGE OF
FREEPORT, ss: I, PAMELA
WALSH BOENING, Clerk
of the Village of Freeport,
Nassau County, New York,
do hereby certify that the
foregoing is a true and
correct copy of said notice
duly authorized by the
Board of Trustees of the
said Village at a meeting of
the Said Board of Trustees,
calling for a public hearing
to be duly held in the
Main Conference Room
of the Municipal Building
of the Village of Freeport,
46 N. Ocean Avenue,
Freeport, New York on
the 14th day of August
2023 at 5:30 P.M., and
of the whole thereof, as
entered upon the minutes
of the proceedings of the
said Board kept by me as
Village Clerk. IN WITNESS
WHEREOF, I have hereunto
set my hand and affixed
the Corporate Seal of said
Village this 3rd day of
July 2023. Pamela Walsh
Boening Village Clerk
Dated: Freeport, New York
July 3, 2023
140586

RE: Rezoning Public Hearing
RETURN TO: Pamela Walsh Boening

AFFIDAVIT OF POSTING

State of New York

County of Nassau

I, Symone Butler, being duly sworn, deposes and states that on the 7th day of July, 2023 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

MUNICIPAL BUILDING **46 North Ocean Avenues**

MEMORIAL LIBRARY **144 West Merrick Road**

AND FAXED TO THE FOLLOWING LOCATIONS FOR POSTING:

✓ RECREATION CENTER	130 E. Merrick Road
✓ FREEPORT HOSE CO. #1	22 Southside Avenue
✓ FREEPORT HOSE CO. #2	15 Broadway
✓ FREEPORT HOSE CO. #3	375 South Bayview Avenue

Symone A. Butler
Deponent

Sworn to before me this 7th day

of July 2023

Lisa M Debourg
Notary Public

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2026

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING RESOLVED,
that
the Board of Trustees of
the Incorporated Village
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from Residence
Apartment
District to Residence
Apartment District with a
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the Board of Trustees of
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of Freeport, and
published
in the Freeport Leader
and
a printed copy thereof
posted conspicuously in
at least three (3) public
places in the
Incorporated
Village of Freeport,
Nassau
County, New York.
STATE
OF NEW YORK,
COUNTY
OF NASSAU, VILLAGE
OF
FREEPORT, ss: I,
PAMELA
WALSH BOENING,
Clerk
of the Village of Freeport,
Nassau County, New
York,
do hereby certify that the
foregoing is a true and
correct copy of said
notice
duly authorized by the
Board of Trustees of the
said Village at a meeting
of
the Said Board of
Trustees,
calling for a public
hearing
to be duly held in the
Main Conference Room
of the Municipal Building
of the Village of Freeport,

46 N. Ocean Avenue,
Freeport, New York on
the 14th day of August
2023 at 5:30 P.M., and
of the whole thereof, as
entered upon the
minutes
of the proceedings of the
said Board kept by me
as
Village Clerk. IN
WITNESS
WHEREOF, I have
hereunto
set my hand and affixed
the Corporate Seal of
said
Village this 3rd day of
July 2023. Pamela
Walsh
Boening Village Clerk
Dated: Freeport, New
York
July 3, 2023
140586

RESOLUTION NO. 10524-23

WHEREAS, the **Village of Freeport, Board of Trustees**, has presented to the NASSAU COUNTY PLANNING COMMISSION for its review, pursuant to General Municipal Law, an application by **Refuge Apostolic Church of Christ/D & F Development Group** to construct a five-story multi-family residential structure (80 units) for **inclusion in the Village's Golden Age District** and to **subdivide** the subject property for property located in **Freeport** and described as **Section 55; Block 232; Lot(s) 201**; and

WHEREAS, the staff of the NASSAU COUNTY PLANNING COMMISSION has inspected the subject property in the field, has reviewed the request of the applicant and considered existing ordinances and zoning regulations; and

WHEREAS, the subject parcel is located within 500 feet of **Broadway**, a **County** road; and

WHEREAS, information regarding the subject application was received on **3/16/23**; and

WHEREAS, environmental documentation and/or the classification of action and/or initial determination of environmental significance in accordance with SEQRA was received on **3/16/22**; and

WHEREAS, the applicant is proposing to construct a five-story 80-unit multi-family building for inclusion in the Village's Golden Age Floating Zone. The overall property includes a church that will be maintained on a lesser parcel. The project will require a subdivision that subdivides the church property to create the residential parcel. The entire property is zoned Residence Apartment; and

WHEREAS, the irregularly-shaped 42,000 square feet. subject property is located on the south side of Broadway between Mount Ave. and Rosedale Ave. The site is currently occupied by a church that is situated at the southwesterly portion of the property and a large open area that is partially paved and presumably used for church parking and other church-related events. The applicant proposes to construct a five-story 80-unit multi-family residential building on what is now the open area used by the church. This parcel will comprise 30,181 square feet. The proposed project is parking compliant. The existing church will be maintained on a lesser parcel comprising 12,744 square feet. The applicant's attorney indicated that the church will have access to 10 parking spaces that are part of the proposed residential project. The subject property is surrounded by the following uses: to the north, across Broadway, is a two-story multi-family residential building, a small warehouse-type building and a two-story "taxpayer"-type building; to the east, across Rosedale Ave., are homes; to the south are homes; to the west, across Mount Ave., is two story "taxpayer"- type building. Broadway is two lanes with parking along the north side. Parking is also permitted along Rosedale Ave. and Mount Ave.; and

NOW THEREFORE BE IT RESOLVED, after due deliberation and consideration, the NASSAU COUNTY PLANNING COMMISSION **deems the application incomplete and requests the following information:**

- The site plan does not include information on the size of the church's public assembly area and parking requirement. This information should be provided.
- A Parking Analysis should be provided that considers church's parking needs and the adequacy of the parking supply as the proposed multi-family residential project encompasses an area presumably used by the church for parking.
- The Village's SEQRA determination and/or Environmental Assessment Form should be included as part of a referral.

NOW, THEREFORE, BE IT RESOLVED, that the NASSAU COUNTY PLANNING COMMISSION will **hold the subject application in abeyance pending receipt of the requested information.**

Pursuant to Section 239-m of the General Municipal Law, the referring municipality shall file a report indicating its decision with the NASSAU COUNTY PLANNING COMMISSION within thirty (30) days of final action.

The resolution herein was, in accordance with all applicable laws, duly considered moved and adopted by the following vote:

Leonard Shapiro, Chair	Excused
Jeffrey Greenfield, 1 st Vice Chair	Aye
Neal Lewis, 3 rd Vice Chair	Excused
Ronald Ellerbe -	Aye
Dana Durso-	Aye
Murray Forman -	Aye
Denise Gold -	Aye
Khandan Kalaty -	Aye
Reid Sakowich -	Aye

The Chair declared the resolution duly adopted.

Resolution of the NASSAU COUNTY PLANNING COMMISSION **adopted: 3/30/23**

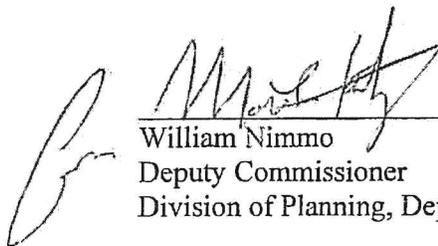
STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

I, William Nimmo, Deputy Commissioner of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, Division of Planning, do hereby certify that I have compared the proceeding with the original resolution passed by the PLANNING COMMISSION of Nassau County, New York on 3/30/23

on file in my office and recorded in the record of proceeding of the PLANNING COMMISSION of the County of Nassau and do certify the same to be a correct transcript therefrom and the whole said original.

I further certify that the Resolution herein above-mentioned was passed by the concurring affirmative vote of the PLANNING COMMISSION of the County of Nassau.

IN WITNESS WHEREOF, I have hereunto set my hand,
This 31st day of March
In the year two thousand and twenty-three



William Nimmo
Deputy Commissioner
Division of Planning, Department of Public Works

RESOLUTION NO. 10529-23

WHEREAS, the NASSAU COUNTY PLANNING COMMISSION, at its regular meeting held on **May 18, 2023**, reviewed as provided by law, the following zoning matters:

<u>MUNICIPALITY</u>	<u>LOCAL CASE NO.</u>	<u>APPLICANT</u>	<u>SEC.</u>	<u>BLK.</u>	<u>LOT(S)</u>
Glen Cove		SV 110 Development	23	53	36
Freeport		Refuge Apostolic Church Of Christ/D&F Devt. Group	55	232	20 7
TH Malverne		AB Malverne, LLC	35	471	112
TOB Syosset	SP0-22	SFG ISF Syosset- Jericho, LLC	15	38 157	14-17,20,23 74

THEREFORE, BE IT RESOLVED, that the NASSAU COUNTY PLANNING COMMISSION recommends that the referring agency take action as it deems appropriate, the Commission having no modifications.

Pursuant to Section 239-m of the General Municipal Law, the referring municipality shall file a report indicating its decision with the NASSAU COUNTY PLANNING COMMISSION within thirty (30) days of final action.

The resolution herein was, in accordance with all applicable laws, duly considered moved and adopted by the following vote:

Leonard Shapiro, <i>Chair</i>	Aye
Jeffrey Greenfield, <i>1st Vice Chair</i>	Excused
Neal Lewis, <i>3rd Vice Chair</i>	Aye
Dana Durso	Aye
Ronald Ellerbe	Aye
Murray Forman	Aye
Denise Gold	Aye
Khandan Kalaty	Aye
Reid Sakowich	Aye

The Chair declared the resolution duly adopted.

Resolution of the NASSAU COUNTY PLANNING COMMISSION **adopted: 5/18/23**

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

I, William Nimmo, Deputy Commissioner of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, Division of Planning, do hereby certify that I have compared the proceeding with the original resolution passed by the PLANNING COMMISSION of Nassau County, New York on 5/18/23

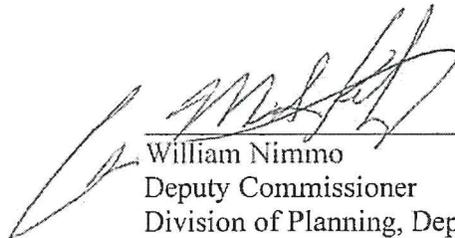
on file in my office and recorded in the record of proceeding of the PLANNING COMMISSION of the County of Nassau and do certify the same to be a correct transcript therefrom and the whole said original.

I further certify that the Resolution herein above-mentioned was passed by the concurring affirmative vote of the PLANNING COMMISSION of the County of Nassau.

IN WITNESS WHEREOF, I have hereunto set my hand,

This 22nd day of May

In the year two thousand and twenty-three



William Nimmo
Deputy Commissioner
Division of Planning, Department of Public Works

INTER-DEPARTMENT CORRESPONDENCE ONLY
Incorporated Village of Freeport

TO: Pamela Walsh Boening, Village Clerk

FROM: Lisa M DeBourg

DATE: June 28, 2023

RE: Application for Rezoning
REZONE from Residence Apartment District to include
Golden Age Floating Zone
Premises: 106 Broadway
Section 55 / Block 232 / p/o Lot 201

At the Planning Board Meeting held on June 27, 2023 the following recommendation was duly adopted.

Motion was made by Annemarie diSalvo and seconded by Heather Dawson that it is the recommendation of the Planning Board of the Incorporated Village of Freeport that the application of the Refuge Apostolic Church of Christ and the D & F Development Group, Inc. to rezone the premises known as 106 Broadway, Freeport, New York 11520 Section 55 Block 232 p/o Lot 201 from Residence Apartment District to include a Golden Age Floating Zone Classification, be approved as follows;

WHEREAS, the Petitioner, Refuge Apostolic Church of Christ and The D & F Development Group Inc., filed a petition with the Board of Trustees of the Incorporated Village of Freeport for a rezoning of the above premises from Residence Apartment District to include a Golden Age Floating Zone Classification; and

WHEREAS, the Petitioner has presented an application to the Planning Board of the Incorporated Village of Freeport for a recommendation for the zone change; and

WHEREAS, the Planning Board has agreed that said Residence Apartment District with inclusion of a Golden Age Floating Zone Classification would be in conformity to the surrounding neighborhood; and

WHEREAS, the Planning Board, by its recommendation to the Mayor and Board of Trustees dated June 27, 2023 did infer that if any rezoning was to be made of the subject property that Residence Apartment District with a Golden Age Floating Zone Classification would be appropriate; and

**REZONE from Residence Apartment District to include Golden Age Floating Zone
Premises: 106 Broadway
Section 55 / Block 232 / p/o Lot 201**

WHEREAS, the Planning Board recognizes that properties surrounding the subject premises are zoned for use as Residence Apartment, and

WHEREAS, the application for rezoning was presented to the Nassau County Planning Commission for their review and recommendation, and the Nassau County Planning Commission has, by resolution dated May 18, 2023 recommended approval of the requested rezoning,

NOW THEREFORE, it is the recommendation of the Planning Board of the Incorporated Village of Freeport that the properties known as 106 Broadway, Freeport, New York 11520 Section 55 Block 232 p/o Lot 201 be developed as Residence Apartment District with a Golden Age Floating Zone Classification.

The Clerk polled the Board as follows:

Ladonna Taylor	In Favor
Heather Dawson	In Favor
Annemarie diSalvo	In Favor
Michael Hershberg	In Favor

Lisa M. DeBourg
Deputy Village Clerk

VILLAGE OF FREEPORT
Department of Buildings
Recommendation

Notice

x Negative Declaration

Positive Declaration

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

x The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

— The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.
(See reasons below)

Project: to consider the re-zoning application for Section 55, Block 232, P/O Lot 201 a/k/a 106 Broadway from Residence Apartment District to Residence Apartment District with a Golden Age Floating Zone.

Applicant: Incorporated Village of Freeport

Description: to consider the re-zoning application for Section 55, Block 232, P/O Lot 201 a/k/a 106 Broadway from Residence Apartment District to Residence Apartment District with a Golden Age Floating Zone.

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

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

REASON(S) FOR DETERMINATION

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

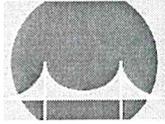
A) _____

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

DATED: July 21, 2023
Freeport, New York


Sergio Mauras
Superintendent of Buildings

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



MULRYAN
ENGINEERING, P.C.

TRAFFIC ENGINEERING REPORT

MAY 4, 2023
Project No. M23-216
106 Broadway
Freeport, New York

PURPOSE

The purpose of this report is to provide information requested by the Nassau County Planning Commission (Resolution 10524-23, dated 03-30-2023), relating to the proposed re-development of 106 Broadway, in the Village of Freeport.

PROJECT SUMMARY

Applicant:	The D & F Development Group
Zoning:	Residence Apartment District
NC Tax Map No.	Section 55, Block 232, Lot 201
Location:	106 Broadway Broadway btw Mount Ave and Rosedale Ave
Existing Land Use:	Refuge Apostolic Church of Christ
Proposed Land Use:	Refuge Apostolic Church of Christ and Senior Housing Development
Site Plan prepared by:	Barrett Bonacci & Van Weele, P.C. 175A Commerce Drive Hauppauge, New York 11788

INTRODUCTION

The Refuge Apostolic Church of Christ in partnership with The D & F Development Group are seeking to sub-divide and re-develop the subject property located at 106 Broadway, in the Village of Freeport.

The property is located in the Residence Apartment district. The existing Refuge Apostolic Church of Christ building was built in 1920 (over 100 years ago). A (2014) Landmark Preservation Commission plaque posted along the site frontage indicates that the building was the first Jewish Synagogue in Freeport. The Refuge Apostolic Church of Christ has occupied the building since 1982 (over 40 years).

EXISTING CONDITIONS

The Refuge Apostolic Church of Christ building is approximately 6,900 square feet and is situated on the western side of the property. The eastern side of the property is undeveloped with the exception of a metal storage shed. The eastern side of the property is used as an unpaved parking lot during church services.

PROPOSED CONDITIONS

The Refuge Apostolic Church of Christ has agreed to sell the underutilized portion of the property to The D & F Development Group. Proceeds from the sale will be used by the Refuge Apostolic Church of Christ to maintain the aging 100-year-old building. The sale of the property is contingent on 1) the sub-division of the property and 2) approval of the proposed senior housing development.

The proposed Senior Housing development will provide 80-units and 94 parking spaces. The Senior Housing development will be located to the east of the existing Refuge Apostolic Church of Christ.

The project proposes to sub-divide the existing 43,000 square foot tax lot into two separate tax lots. These new tax lots will be approximately 13,000 square feet and 30,000 square feet, as shown on the site plan. The 30,000 square foot lot and proposed Senior Housing development would be added back to the tax rolls.

CHURCH SERVICES

The following is a list of services and activities that take place at the existing Refuge Apostolic Church of Christ:

Administration office is open Monday through Friday from 9:00 am to 2:00 pm	
Mission Services	Tuesday starting at 7:00 pm
Bible Classes	Wednesday starting at 7:30 pm
Evangelistic Services	Friday starting at 7:30 pm
Sunday School	Sunday starting at 10:00 am
Worship Services	Sunday starting at 11:00 am

PARKING OBSERVATIONS

Our office conducted a parking counts and observations in the area surrounding the subject site to evaluate the existing parking conditions. Counts were collected on Friday, April 28th and Sunday April 30th of 2023. The areas studied and detailed results of our analysis are shown on tables 1 and 2, attached hereto.

PARKING GENERATION

INSTITUTE OF TRANSPORTATION ENGINEERS (ITE)

The parking generation of the site was calculated using the standard calculations compiled by the Institute of Transportation Engineers (ITE) in the 5th Edition Parking Generation, 2019. This is often referred to as the Parking Generation Manual and is considered the industry standard for traffic engineering studies.

Based on the ITE data the proposed 80-unit development is anticipated to generate a peak demand of 49-parked vehicles. This peak parking demand will occur in the overnight hours (between 10:00 pm and 8:00 am). The estimated parking demand includes both residents and guests.

SITE SPECIFIC SENIOR HOUSING PARKING STUDY

Our office recently completed a parking study of the Mitchel Houses complex located at 1485 Front Street in East Meadow. The complex consists of 125 senior residential apartment units. Parking counts were collected overnight for a period of seven days (Saturday, March 18th through Friday, March 24th of 2023). The peak demand over the week for the 125 units was 77 vehicles parked on the subject site with an average parking demand of 74 vehicles. These results are in keeping with the statistical data provided by the Institute of Transportation Engineers (ITE).

UNITED STATES CENSUS BUREAU

Vehicle ownership is a primary component of residential parking demand. According to the Census Bureau's Population Estimates Program/American Community Survey 32.5% of renter-occupied housing units, in the Village of Freeport, do not have a vehicle. The majority (70%) have one or fewer vehicles per household (Source: www.data.census.gov - refer to Table No. 3 for additional information).

OFF-SITE PARKING MITIGATION

The proposed Senior Housing Development will be known as the Bishop Ronald H. Carter Housing Development. The site will provide 10 parking spaces for the Refuge Apostolic Church of Christ. These parking spaces will be made available for use by the church and its congregation throughout the week.

The parking generation analysis indicates that the senior housing development will have significant reserve capacity. Counts collected during Sunday services indicate that approximately 25 vehicles were parked on the subject site in connection with the existing church.

As the peak parking demand for the church is limited to Sunday morning services, it would not be appropriate to set aside a large number of parking spaces on the senior housing site specifically for the churches use. However, granting permission for the church and its congregation to use parking on the senior housing site on Sunday morning in non-reserved parking spaces would mitigate potential spill-over parking on the surrounding roadway network.

CONCLUSIONS

Our analysis indicates that the proposed development will not create traffic congestion or undue on-street parking. The parking provided is more than adequate to accommodate the parking generated by the subject site. If you have any questions or require additional information, please feel free to contact our office.

Sincerely,
MULRYAN ENGINEERING, P.C.

Sean P. Mulryan

Sean P. Mulryan, P.E.
President

ⁱ It is a violation of New York State Education Law Section 7209.2 for any person, unless acting under the direction of a licensed professional engineer, to alter these documents in any way. If altered, the altering engineer shall affix to these documents his seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

Hamlet: Freeport
 Project No. M23-216

Parking Observations taken on: Friday, April 28, 2023

PARKING DEMAND										
Individual Study Areas	Capacity	7:00 PM	7:30 PM	8:00 PM	8:30 PM	9:00 PM			Average Demand	Average Availability
On-Site Parking	30	0	0	0	0	0			0	30
Broadway Harding Pl to Mount Ave	15	14	12	12	13	14			13	2
Broadway (30 min) Harding Pl to Mount Ave	10	8	10	9	9	10			9	0
Broadway Mount Ave to Rosedale Ave	9	7	7	6	6	5			6	3
Broadway Rosedale Ave to N Columbus Ave	8	5	6	5	5	5			5	3
Mount Avenue Broadway to Grand Ave	43	29	28	30	34	36			31	12
Rosedale Avenue Broadway to Grand Ave	33	21	21	21	22	23			22	11
Rosedale Avenue Broadway to Commercial St	34	9	13	12	13	13			12	22
Mount Avenue Broadway to Commercial St	20	21	19	18	19	19			19	0
Commercial Street Mount Ave to Rosedale Ave	8	0	0	0	0	0			0	8

PARKING ANALYSIS										
Overall Study Area	Capacity	7:00 PM	7:30 PM	8:00 PM	8:30 PM	9:00 PM			Demand	Availability
Parking Demand	210	114	116	113	121	125			118	---
Parking Availability		96	94	97	89	85			---	92

Hamlet: Freeport
 Project No. M23-216

Parking Observations taken on: Sunday, April 30, 2023

PARKING DEMAND										
Individual Study Areas	Capacity	10:30 AM	11:00 AM	11:30 AM	12:00 PM	12:30 PM	1:00 PM	1:30 PM	Average Demand	Average Availability
On-Site Parking	30	15	22	22	24	21	23	9	19	11
Broadway Harding Pl to Mount Ave	15	12	13	15	13	14	14	14	14	1
Broadway (30 min) Harding Pl to Mount Ave	10	7	10	10	10	9	9	10	9	0
Broadway Mount Ave to Rosedale Ave	9	8	8	8	7	8	9	9	8	0
Broadway Rosedale Ave to N Columbus Ave	8	7	7	5	6	7	6	7	6	2
Mount Avenue Broadway to Grand Ave	43	30	29	26	29	35	34	35	31	12
Rosedale Avenue Broadway to Grand Ave	33	16	14	14	17	18	19	18	17	16
Rosedale Avenue Broadway to Commercial St	34	17	15	16	15	16	15	19	16	18
Mount Avenue Broadway to Commercial St	20	13	15	15	14	15	14	14	14	6
Commercial Street Mount Ave to Rosedale Ave	8	2	2	2	2	3	3	3	2	6

PARKING ANALYSIS										
Overall Study Area	Capacity	10:30 AM	11:00 AM	11:30 AM	12:00 PM	12:30 PM	1:00 PM	1:30 PM	Demand	Availability
Parking Demand	210	127	135	133	137	146	146	138	137	---
Parking Availability		83	75	77	73	64	64	72	---	73

Hamlet: Village of Freeport
 Project No. M23-216

PHYSICAL HOUSING CHARACTERISTICS FOR OCCUPIED HOUSING UNITS

SOURCE: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates
 TABLE ID: S2504
 SURVEY/PROGRAM: American Community Survey
 PRODUCT: ACS 5-Year Estimates Subject Tables
 LOCATION: Village of Freeport, New York

	Owner-occupied housing units Estimate	Percent owner-occupied housing units Estimate	Renter-occupied housing units Estimate	Percent renter-occupied housing units Estimate
Occupied housing units	9,627	9,627	4,532	4,532
UNITS IN STRUCTURE				
1, detached	7,817	81.2%	871	19.2%
1, attached	154	1.6%	0	0.0%
2 apartments	293	3.0%	458	10.1%
3 or 4 apartments	24	0.2%	404	8.9%
5 to 9 apartments	40	0.4%	338	7.5%
10 or more apartments	1,278	13.3%	2,449	54.0%
Mobile home or other type of housing	21	0.2%	12	0.3%
ROOMS				
1 room	116	1.2%	426	9.4%
2 or 3 rooms	565	5.9%	1,211	26.7%
4 or 5 rooms	1,935	20.1%	2,052	45.3%
6 or 7 rooms	4,439	46.1%	777	17.1%
8 or more rooms	2,572	26.7%	66	1.5%
BEDROOMS				
No bedroom	147	1.5%	480	10.6%
1 bedroom	697	7.2%	1,675	37.0%
2 or 3 bedrooms	5,719	59.4%	1,997	44.1%
4 or more bedrooms	3,064	31.8%	380	8.4%
VEHICLES AVAILABLE				
No vehicle available	399	4.1%	1,471	32.5%
1 vehicle available	3,021	31.4%	1,698	37.5%
2 vehicles available	3,679	38.2%	952	21.0%
3 or more vehicles available	2,528	26.3%	411	9.1%

The Following Resolution was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

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

WHEREAS, the proposed action is to consider the re-zoning application for Section 55, Block 232, P/O Lot 201 a/k/a 106 Broadway from Residence Apartment District to Residence Apartment District with a Golden Age Floating Zone; and

WHEREAS, said properties are located within the Incorporated Village of Freeport and within that portion of the Incorporated Village of Freeport of which the Freeport Union Free School District a/k/a Freeport Public Schools is a part; and

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

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

8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

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

The Clerk polled the Board as follows:

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

The Following Resolution was moved by Trustee _____,
seconded by Trustee _____, who moved its adoption:

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

WHEREAS, the proposed action is to consider the re-zoning application for Section 55, Block 232, P/O Lot 201 a/k/a 106 Broadway from Residence Apartment District to Residence Apartment District with a Golden Age Floating Zone; and

WHEREAS, said properties are located within the Incorporated Village of Freeport and within that portion of the Incorporated Village of Freeport of which the Freeport Union Free School District a/k/a Freeport Public Schools is a part; and

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

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

8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

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

The Clerk polled the Board as follows:

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