

4. POLICE DEPARTMENT – Michael J. Smith

- a) Request authorization to execute the Pedestrian Safety and Education Grant agreement between the Village of Freeport and the State of New York, effective October 1, 2023 through September 30, 2024, in the amount of \$16,389.
- b) Request approval to purchase scheduling software from Power DMS, 2120 Park Place, Suite 100, El Segundo, California 90245, from September 1, 2023 through February 28, 2027, in the amount of \$18,840.50.

5. PUBLIC WORKS – Robert R. Fisenne

- a) Request approval for the Village Comptroller to create a budget line for unanticipated expenses for the emergency repair of Freeport Fire Department Unit 216.
- b) Request approval of the emergency repair of Fire Department Unit 216 by Hendrickson Fire Rescue, 140 Hoffman Lane, Islandia, New York 11749, for a total cost of \$38,513.16.

6. VILLAGE ATTORNEY – Howard E. Colton

- a) Request to amend the Vehicle and Traffic Regulation as follows:

Sec. 76. Parking meter zones.

The following named and described areas, streets or portions of streets and such other areas, streets or portions of streets as may hereafter be included by resolution of the Board of Trustees shall constitute a parking meter zone:

ADD to current regulation:

Broadway, south side, between Commercial Street and Mount Avenue

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

Sec. 46. No stopping or standing at any time unless otherwise indicated.

REMOVE from current regulation:

Main Street, South, east side, beginning at the southerly curb line of Mill Road for a distance of 280 feet south.

ADD to current regulation:

Main Street, South, east side, beginning at the southerly curb line of Mill Road for a distance of 500 feet south.

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

7. WATER & SEWER – Robert R. Fisenne

- a) Request approval of the emergency repair to the sewer main on Arthur Street, by Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York, for a cost of \$210,942.35.
- b) Request approval of the emergency repair of the sewer main on Hanse Avenue, by Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York, for a cost of \$21,409.12.
- c) Request approval to increase the Professional Services Agreement for the maintenance of the Freeport Water Department's Supervisory control and Data Acquisition (SCADA) system with Wire to Water Inc., 136 Gazza Blvd, Farmingdale, New York 11735, an additional \$35,000, for a total not to exceed cost of \$70,000.

PUBLIC COMMENT

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

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: August 23, 2023

RE: Banner Request
Applicant: Theocharis Kritiskos
Dates: August 31, 2023 to September 18, 2023
Location: S. Main Street between Raynor Street and Archer Street

Attached please find an application from Theocharis Kritiskos requesting permission to hang one banner promoting the "Back 2 School" event, from August 31, 2023 through September 18, 2023 on S. Main Street between Raynor Street and Archer Street. It is further requested that the Electric Department assist in hanging and removing the banners.

The fee for has been paid and the applicant has requested that the Electric Department assist in hanging and removing the banners.

Also included in this package is the recommendation from the Electric Department.


Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk
Attachments



INCORPORATED VILLAGE OF FREEPORT
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520

BANNER APPLICATION
\$95.00 PER BANNER LOCATION
MAXIMUM TWO WEEK LIMIT
BANNERS MUST BE DOUBLE SIDED

RETURN TO VILLAGE CLERKS OFFICE

APPROVED
Electric Dept Approval for location & duration: <u>8/10/2023</u>
BOT Approval Date: _____

To: The Village Clerk, Village of Freeport, 46 North Ocean Avenue, Freeport, NY 11520

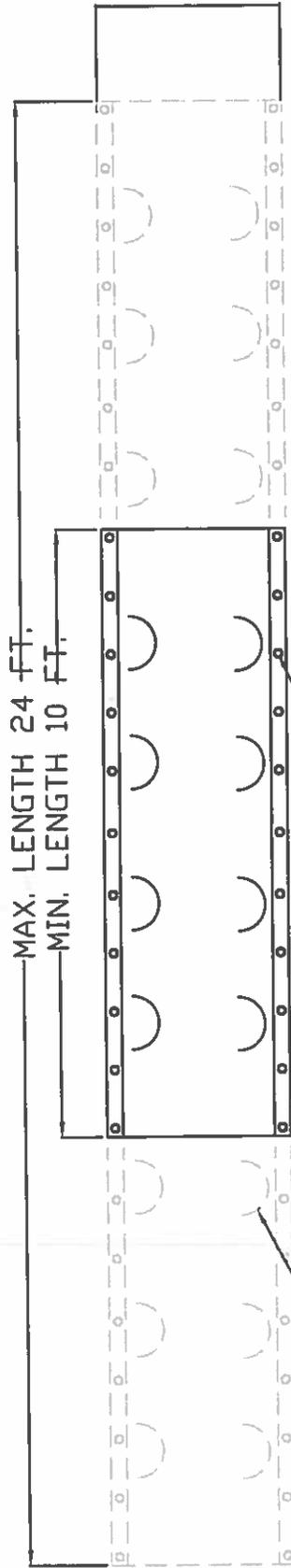
1. Applicant Name: Theocharis Kritikos
2. Address: 97 e 2nd St Freeport 11520
3. Phone Number: 516 643-4008
4. Name of Event: BACK 2 SCHOOL
5. Location of Banner(s): SOUTH MAIN ST
6. Begin Date: AUG 31, 2023 Removal Date: SEP 18, 2023

Banners must be double sided, 2 week duration, first come first serve basis.

It is the responsibility of the applicant to purchase a banner that meets the size and safety requirements of the Village. Once the banner is removed from its location, the Village will hold the banner for 30 days. After 30 days all banners will be destroyed.

Theocharis Kritikos
Applicant signature

BANNER



* NO MORE THAN 2 BANNERS ARE TO BE INSTALLED AT EACH LOCATION AT ONE TIME

METAL GROMETS

WIND SLITS
BANNER WEIGHT = 13oz
*BANNER MUST BE DOUBLE SIDED!

BANNER LOCATIONS

1. North Main Street between Grand Avenue & Randall Avenue.
2. South Main Street between Raynor Street & Archer Street.
3. Grand Avenue between Weberfield Avenue & Babylon Tpke.
4. Guy Lombardo Avenue south of Front Street.

NO.	DATE	REVISION	INT.



UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW

PROJECT ENGINEER: VOF	DRAWN BY: JG
DESIGNED BY: AAL	CHECKED BY: AAL

BANNER SPECIFICATIONS

PROJECT NO. E7414500 574000
DATE: APRIL 2018
SCALE: NONE

MASSAU COUNTY NEW YORK

PROJECT NO. E7414500 574000	DRAWING NO. G-160A
DATE: APRIL 2018	INCORPORATE VILLAGE OF FREEE ELECTRIC DEPARTMENT
SCALE: NONE	

**INC. VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

TO: Pamela Walsh Boening, Village Clerk
FROM: Gary Greene, Superintendent of Electric Distribution
DATE: August 10, 2023,
RE: Banner Request
Applicant: Theocharis Kritiskos
Dates: August 31, 2023 through September 18, 2023
Locations: S.Main Street between Raynor Street and Archer St.

In regards to the hanging of a Banner Application submitted by Theocharis Kritiskos requesting permission to hang a banner promoting The "back to Schgool" event, from August 31, 2023 through September 18, 2023. The banner is to be located on S.Main St. between Raynor and Archer St. The Electric Department grants permission for the hanging of this banners and will assist in the hanging and removal of the same.

Gary Greene



Superintendent of Electric Distribution

2023

BANNER LOCATIONS AND TIME FRAME

(Two banners are permitted at each location.)

1. **NORTH MAIN STREET – between Grand Avenue and Randall Avenue:**

2. **SOUTH MAIN STREET – between Raynor Street and Archer Street:**
~~March 28, 2023 through April 8, 2023 – Easter Market~~
~~July 6, 2023 through August 7, 2023 – Freeport Canoe Races~~
August 31, 2023 through September 18, 2023 – Back 2 School

3. **GRAND AVENUE – between Weberfield Avenue and Babylon Tpke:**

4. **GUY LOMBARDO AVENUE – south of Front Street:**

VILLAGE CLERK'S OFFICE

NAME: Theochanis Kritikas RE: Banner Request DATE: 8/10/2023

CHECK ONE	ACCOUNT CODE	DESCRIPTION	CHECK #	CASH	AMOUNT
	199	Alarm Permit \$50 per yr/\$125 pre 3 yr/\$50 sub			
	7	Auctioneer Permit \$25 per year/\$25 daily			
	8	Auto Wrecker License (New & Renewal)			\$575.00
✓	97/28	Banner Request (75% Elec Dept & 25% Clerk) (\$95)		✓	95.00
	6	Birth Certificate \$10 each copy/ \$22 for genealogy			
	37	Business License \$155 Food & Drink License \$115			
	11	Cabaret License			\$375.00
	14	Claim			
	10	Commuter Parking \$60 Resident/\$190 Non Residents			
	6	Death Transcript \$10 each copy/ \$22 for genealogy			
	24	Electrician's License \$225 New/\$225 Renewal			\$225.00
	385	Electrician's License Shelved \$25 per year			
	319	Filming and Photography \$500 per day			
	120	Filming Rental Property			
	2	Freedom of Information Request			
	47	Garage Sale Permit			\$20.00
	22	Gardeners & Landscapers \$130 + \$30 additional vehicles			
	21	Hawker/Peddler License			\$450.00
	46	Lodging House License			
	9	Maps			\$2.00
	328	Moving of a Building Permit \$300.00 per vehicle			
	119	Pawnbroker			\$250.00
	113	Plumber's License Annual Fee (New/Renewal)			\$235.00
	384	Plumber's License - Shelved			\$25.00
	109	Plumber's Examination Fee (Frpt Master Plumber)			\$460.00
	38	Police Overtime			
	108	Pre-Paid Commercial Parking			
	107	Pre-Paid Municipal Parking \$225 lot #2/\$200 lot#10 lot#16			
	331	Pre-Paid Parking Meter Revenue \$225 per vehicle			
	15	Public Assembly License			
	104	Re-Zoning Application (< 1 sq. block)			\$750.00
	105	Re-Zoning Application (> 1 sq. block)			\$1,875.00
	48	Roll Off Container (2 week intervals-up to 1 month)			\$50.00
	49	Second Hand Dealer's License			\$375.00
	12	Sewer Connection			
	106	Sidewalk Contractor's Annual License			\$75.00
	4	Sidewalk Permit (New \$220) (Existing \$40)			
	110	Site Plan Review Board			
	45	Street Opening Permit (\$250 + Cost of repairs)			
	13	Subdivision Application			
	69	Subpoena			
	111	Taxi Cab Medallion License (New/Renewal)			\$525.00
	100	Taxi Driver License Application (New)			\$75.00
	101	Taxi Driver License Application (Renewal)			\$75.00
	117	Temporary Storage Containers(90 days/+ \$50 max 120 days)			\$100.00
	102	Tow Truck License (Each vehicle)			\$575.00
	103	Transfer Taxi Medallion to New Vehicle			\$100.00
	29	Zoning Board of Appeals			
		OTHER			

SIGNATURE:

Daniela Waldenberg

BILL # _____

Village of Freeport - New v4.1 Svr
CUSTOMER TRANSACTION RECEIPT

TODAY'S DATE: 8/18/23
CONTROL BATCH # 76180 DATE 08/11/2023
BATCH # 29211 TIME 15:26
RECEIPT # 423795 TELLER # 292
CHECK # OFFICE # 1

MISC ELECTRIC
MISC ELECTRIC

Pmt 95.00

Payment Received:
CASH 100.00

Total Received 100.00
Less Payments 95.00

Cash Back 5.00

THANK YOU FOR YOUR PAYMENT

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

TO: Mayor Robert T. Kennedy

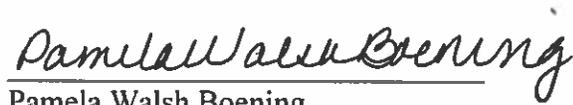
FROM: Pamela Walsh Boening, Village Clerk

DATE: August 23, 2023

RE: Block Party Permit
Applicant: Keith Ferri
Date: September 2, 2023
Rain Date: September 9, 2023
Location: Whaley Street between S. Bayview Avenue and Locust Avenue
Time: 4:00 P.M. to 10:00 P.M.

Attached is a Block Party Permit Application submitted by Keith Ferri, to hold a Block Party on September 2, 2023 (rain date: September 9, 2023), on Whaley Street between S. Bayview Avenue and Locust Avenue, from 4:00 P.M. to 10:00 P.M. Approximately 50 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**

RECEIVED

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

2023 AUG -9 A 11: 25

DATE OF APPLICATION: 8/9/2023

DESCRIBE EVENT AND PURPOSE: GET TOGETHER OF NEIGHBORS

DATE OF EVENT: 9/2/2023 RAIN DATE: 9/9/2023

TIME: FROM 4 TO 10 (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: WHALEY ST Between BAYVIEW and LOCUST

NO. PARTICIPANTS EXPECTED: 50 NO. OF RESIDENCES ON BLOCK: 50 VERIFIED BY PUB KEITH FERRI

NAME OF CONTACT/ORGANIZATION: KEITH FERRI

ADDRESS: 239 WHALEY ST TEL NO. 516-705-8689

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 1/2 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.

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>Pat Muncaster</u>	<u>240 Whaley</u>	<u>P. Muncaster</u>
<u>Ramon Garcia</u>	<u>236 Whaley St.</u>	<u>[Signature]</u>
<u>Shamar Kerr</u>	<u>250 Whaley St</u>	<u>[Signature]</u>
<u>Felicia Mendoza</u>	<u>254 Whaley St.</u>	<u>Johanna Modygo</u>
<u>Paul Heine</u>	<u>231 Whaley St</u>	<u>Paul Heine</u>
<u>Jean Avard</u>	<u>228 Whaley St</u>	<u>[Signature]</u>
<u>Nigel Howard</u>	<u>229 Whaley St</u>	<u>[Signature]</u>
<u>Markus Camp</u>	<u>255 Whaley St</u>	<u>Markus Camp</u>

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

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 KEITH FERRI acting as an authorized representative of STUP 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.

KEITH FERRI
Applicant's signature
Adriana Ferri Adriana Ferri

Sworn to before me this 9th
day of August 2023

[Signature]
Notary

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025-

Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>Eric Bender</u>	<u>243 Whaley St</u>	<u>[Signature]</u>
<u>Sherlyn Diaz</u>	<u>244 Whaley St</u>	<u>[Signature]</u>
<u>Ray Avila</u>	<u>244 Whaley St</u>	<u>[Signature]</u>
<u>Rebecca Sloan</u>	<u>243 Whaley St</u>	<u>[Signature]</u>
<u>Pablo Rivera</u>	<u>244 Whaley St</u>	<u>[Signature]</u>
<u>Geraldine Navedo</u>	<u>244 Whaley St</u>	<u>[Signature]</u>
<u>PASQUALE ROJAS</u>	<u>251 Whaley St.</u>	<u>[Signature]</u>

Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Keith Ferri 239 Whaley Street, Freeport

Applicant's Name

Address

Freeport

New York

11520

516 705-8689

City

State

Zip

Telephone #

as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and its representatives. The conditions are:

Block Party: Whaley Street between S. Bayview Ave. & Locust Ave.

Date: September 2, 2023

Rain Date: September 9, 2023

Time: 4:00 P.M. to 10:00 P.M.

1. **Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by the village noise ordinances. The use of fireworks is strictly prohibited.**
2. **Use of amplified sound, DJ equipment, etc will cease and desist promptly at 10:00 P.M., without prompting from police or village officials.**
3. **Participants will shutdown the event and clear the roadway at 10:00 P.M. 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 Police, Fire and other emergency vehicles. Physical barriers cannot be used to block the roadway. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
5. **Applicant: Keith Ferri 239 Whaley Street, Freeport, NY 516-705-8689**

THIS BLOCK PARTY PERMIT MUST BE AVAILABLE TO BE SUBMITTED FOR INSPECTION BY ANY FREEPORT POLICE OFFICER ON THE DATE AND TIMES OF THE EVENT. (PHOTOCOPIES ARE PERMITTED)

THE BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

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

Issued by Deputy Chief Michael Williams  08/14/2023
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: August 14, 2023
RE: Block Party- Whaley Street between S. Bayview Ave. and Locust Ave.

After review of the attached Block Party Application, I am informing you that I conditionally approve this request. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. I do not anticipate any police overtime for this event.

Thank you,



Michael Williams
Deputy Chief of Police

RECEIVED
2023 AUG 15 A 10:26
POLICE OFFICE
VILLAGE OF FREEPORT, NY

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

TO: Pamela Walsh Bocning, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: August 17, 2023
RE: Block Party Application – Keith Ferri

RE: Block Party Permit Application

Applicant: Keith Ferri
Date: Saturday, September 2, 2023
Rain Date: Saturday, September 9, 2023
Location: Whaley Street between S. Bayview Avenue and Locust Avenue
Time: 4:00 P.M. – 10:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Keith Ferri. 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: Thursday, August 10, 2023 7:44 AM
To: Pamela Boening
Subject: Re: Block Party Whaley Street

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: Wednesday, August 9, 2023 4:29 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: Block Party Whaley Street

Please send recommendation.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: August 24, 2023

RE: Block Party Permit

Applicant: Our Holy Redeemer RC Church

Date: Sunday, September 17, 2023

Rain Date: None

Location: Pine Street between S. Ocean Avenue and Guy Lombardo Avenue

Time: 10:00 A.M. to 4:00 P.M.

Attached please find a Block Party Permit Application submitted on behalf of Our Holy Redeemer RC Church, 37 S. Ocean Avenue to hold a Block Party on Sunday, September 17, 2023 (no rain date), on Pine Street between S. Ocean Avenue and Guy Lombardo Avenue from 10:00 A.M. to 4:00 P.M. Approximately 250 individuals will be attending the 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: August 22, 2023

DESCRIBE EVENT AND PURPOSE: Block Party - Parishioner Appreciation Day

DATE OF EVENT: Sunday September 17, 2023 RAIN DATE: _____

TIME: FROM 10:00 AM TO 4:00 PM (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Pine Street Between South Ocean Avenue and Guy Lombardo Avenue

NO. PARTICIPANTS EXPECTED: 250+ NO. OF RESIDENCES ON BLOCK: 1 VERIFIED BY pub
Rev. Christopher Nowak

NAME OF CONTACT/ORGANIZATION: Our Holy Redeemer R.C. Church

ADDRESS: 37 South Ocean Avenue, Freeport, New York 11520 TEL NO. (516) 378-0665
Joann Flaherty (516) 214-7607

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 1/2 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>
<u>Rev. Christopher Nowak</u>	<u>37 South Ocean Avenue Freeport, N.Y. 11520</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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.

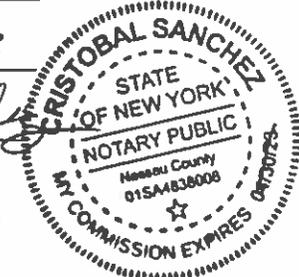
Affirmation of Understanding and Awareness:

I Rev. Christopher Nowak acting as an authorized representative of Our Holy Redeemer R.C. Church swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.

[Signature]
Applicant's signature

Sworn to before me this 23rd
day of AUGUST 2023

Cristobal Sanchez
Notary



4/30/28

Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



SAVE THE DATE!

Come Home to celebrate Our Holy Redeemer's Parishioner Appreciation Day/Share A Dish

Please bring a dish (potato salad, macaroni salad, fried chicken, pulled pork sandwiches, etc.) to share with your fellow parishioners. Paper goods and drinks will be provided by the parish.



Sunday September 17, 2023
at 3:00PM



¡APARTE LA FECHA!

Ven a celebrar el Día de Apreciación al Feligrés / Comparte Un Plato. Por favor, traiga un plato (ensalada de patatas, o de macarrones, frito pollo, sándwiches de cerdo, etc.) para compartir con sus compañeros feligreses. Los artículos de papel y las bebidas serán proporcionadas por la parroquia. **3 PM**

Domingo 17 de septiembre de 2023



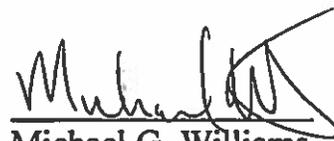
**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael G. Williams
DATE: August 23rd 2023
RE: Block Party- Our Holy Redeemer Church: Pine Street between
 Guy Lombardo Ave. and S. Ocean Ave.
 September 17th 2023 Time: 10:00 A.M. to 4:00 P.M.
 Rain Date: None

After review of the attached Block Party Application, I am informing you that I conditionally approve this request. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. I do not anticipate any police overtime for this event.

Thank you,



Michael G. Williams
Deputy Chief

Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Christopher Nowak or Joann Flaherty/ OHR 37 Pine Street

<u>Freeport</u> City	<u>New York</u> State	<u>11520</u> Zip	<u>516 378-0665</u> Telephone #
-------------------------	--------------------------	---------------------	------------------------------------

as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and its representatives. The conditions are:

Block Party: Pine St. between Guy Lombardo Ave. & S. Ocean Ave.

Date: September 17th, 2023

Rain Date: None

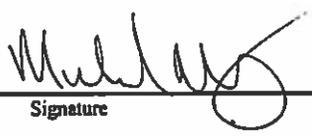
Time: 10:00 A.M. to 4:00 P.M.

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by the village noise ordinances. The use of fireworks is strictly prohibited.**
 - 2. Use of amplified sound, DJ equipment, etc will cease and desist promptly at 4:00 P.M., without prompting from police or village officials.**
 - 3. Participants will shutdown the event and clear the roadway at 4:00 P.M. 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 Police, Fire and other emergency vehicles. Physical barriers cannot be used to block the roadway. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
 - 5. Applicant: Christopher Nowak & Joann Flaherty, OHR Bus.# 516- 378-0665**
Cell # 516-214-7607
-

THIS BLOCK PARTY PERMIT MUST BE AVAILABLE TO BE SUBMITTED FOR INSPECTION BY ANY FREEPORT POLICE OFFICER ON THE DATE AND TIMES OF THE EVENT. (PHOTOCOPIES ARE PERMITTED)

THE BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

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

Issued by Deputy Chief Michael G. Williams  08/23/2023
Rank Name Signature Date

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

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: August 23, 2023
RE: Block Party Application – Reverend Christopher Nowak

RE: Block Party Permit Application
Applicant: Reverend Christopher Nowak / Our Holy Redeemer Church
Date: Sunday, September 17, 2023
Rain Date: None
Location: Pine Street between S. Ocean Ave. and Guy Lombardo Ave.
Time: 10:00 am to 4:00 pm

I have reviewed the above-referenced Block Party Permit Application submitted by Reverend Christopher Nowak on behalf of Our Holy Redeemer Church. 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 is made.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Wednesday, August 23, 2023 6:23 PM
To: Pamela Boening
Cc: Madelyn de la Fe
Subject: RE: Pine Street Block Party OHR 09/17/23 UPDATED

I have reviewed the Block Party application for September 17, 2023 (Rain Date: None)

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. It is imperative that the participants 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: Wednesday, August 23, 2023 12:26 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: Pine Street Block Party

Please send recommendation.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: August 24, 2024

RE: Carnival, Festival, Bazaar Public Assembly Permit Application
Applicant: Rev. Philip Prestamo
Organization: Freeport Christian Clergy Council
Dates: Saturday, September 16, 2023
(rain date: September 23, 2023)
Time: 4:00 P.M. to 6:00 P.M.
Set up Time: 2:00 P.M.

Attached is a copy of a Carnival, Festival, Bazaar Public Assembly Permit Application submitted by Rev. Philip Prestamo, on behalf of the Freeport Christian Clergy Council, 195 Pine Street, to hold a public assembly in a portion of Municipal Lot # 4 (behind 50 N. Main Street), from 4:00 P.M. to 6:00 P.M. on Saturday, September 16, 2023 (rain date: September 23, 2023). The set up time will begin at 2:00 P.M. and the break down time is 7:00 P.M. The Town of Hempstead will be providing their show mobile for the event.

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


Pamela Walsh Boening
Village Clerk

Attachments

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

Applicant:

REV. PHILIP PRESTANO 195 PINE ST FREEPORT 11520
 Name Address Apt City State Zip
(516) 993-3296 _____
 Telephone # Business # Permit Applicant Organization Affiliation

Organization:

FREEPORT CHRISTIAN
CLERGY COUNCIL _____ FREEPORT
 Organization Name Address City State Zip

 Telephone #

Organization Representatives (Other than applicant):

1) <u>REV. LUIS VARGAS</u> Name	_____	_____	_____
	Contact Phone#	Position	
2) <u>REV. STEPHEN LEWIS</u> Name	_____	_____	
	Contact Phone#	Position	
3) <u>REV. CARLOS SORSO</u> Name	_____	_____	
	Contact Phone#	Position	

RECEIVED
 2023 AUG 16
 11 46
 POLICE DEPARTMENT
 FREEPORT, NY

Carnival/Festival/Bazaar Operator / Contractor:

N/A _____
 Business Name Address City State Zip

 Operator's Name Telephone #

Name & type of requested Carnival/Festival/Bazaar: PRaise & WORSHIP OUTREACH

Requested Carnival/Festival/Bazaar Location: THE PARKING LOT BEHIND FREEPORT BIBLE CENTER ON MAIN ST.

Set Up Day: SAME DAY **Date:** 9/16/2023 **Set Up Start Time:** 2:00 AM/PM

Dates of operation:

1st Day: 9/16/23 Date: 9/16/2023 Start Time: 4:00 AM/PM End Time: 6:00 AM/PM
 2nd Day: _____ Date: 1/20 Start Time: _____ End Time: _____
 3rd Day: _____ Date: 1/20 Start Time: _____ End Time: _____
 4th Day: _____ Date: 1/20 Start Time: _____ End Time: _____

Equipment Removal will be done by: Date: 9/16/2023 Time 7:00 AM/PM

Rain Date: NO YES Date: 9/23/2023

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

- A) Will the Carnival/Festival/Bazaar occupy all or only a portion of the width of the property requested?
ONLY THE SIDE OF THE PARKING LOT CLOSEST TO THE CHURCH.
- B) List each ride or inflatable (i.e. bouncy houses). Indicate type of ride or inflatable, dimensions of same and space or square footage required for setup.
NO RIDES OR INFLATABLES
- C) List the number and type of food vendor kiosks, booths or trailers. Include space needed for setup.
NO VENDORS. WE WILL GIVE OUT WATER.
- D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers and generator units. Indicate the space or square footage required to park/stage such vehicles or units.
WE WILL USE THE MOBILE STAGE. THAT WILL BE THE ONLY VEHICLE.
- E) Total estimated dimension of space required to contain the full Carnival/Festival/Bazaar operation.
APPROXIMATELY 300' OF THE HALF OF THE LOT CLOSEST TO THE CHURCH.
- F) Are any animals included as part of the show/Carnival/Festival/Bazaar? If so indicate what type.
NO
- G) What is the estimated number of customers you expect daily? ± 200 VISITORS
- H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing. WE CAN PROVIDE 3 OR 4 GARBAGE CANS AS NEEDED.

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

NONE

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

IT WOULD BE GREAT IF WE COULD GET THE SECTION OF THE LOT WE WILL USE BLOCKED OFF

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

THE Y.O.H. PORTABLE STAGE.

L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event: PAMPHLETS TO BE DISTRIBUTED IN CHURCHES + WORD OF MOUTH.

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

N/A

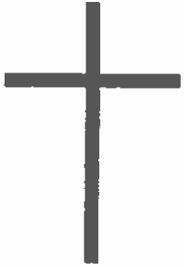
I hereby state that I have received a copy of Article III of Chapter 155, entitled "Noise Control", and I understand that I am required to comply with the same.

B. Crestano
Signature

Sworn to before me this 14 day of August, 2023

Pamela Walsh Boering
NOTARY PUBLIC

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



cornerstonechurch

"Being Built Together" Eph. 2:22

The Freeport Christian Clergy Council agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability by laws upon the Village for damage because of bodily injuries, including death at any time resulting therefrom, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of the parking lot behind Main St. in Freeport, by the Freeport Christian Clergy Council, whether or not such injury to persons or damage to property are due or claim to be due to any negligence of the Freeport Christian Clergy Council their employees or agents.

Sign: Rev. Philip Crestano

Date: 8/16/23



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 Freeport Christian Clergy Council

<u>Freeport</u>	<u>Freeport Christian Clergy Council</u>	<u>11520</u>	<u>516-546-2020</u>
City	Organization Name	Zip	Telephone #
	New York		
	State		

as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and its representatives. The conditions are:

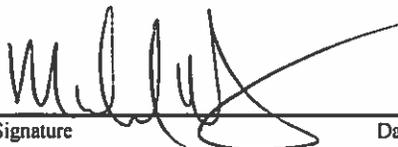
Event: Praise and Worship September 16, 2023
Location: Municipal Parking Field #4
Time: 4:00 P.M. to 6:00 P.M.
Raindate: September 23, 2023

- The Freeport Christian Clergy Council will host a Revival on September 16, 2023.
- Applicant anticipates 200 persons in attendance.
- Applicant has permission to utilize a portion of Municipal Parking Field #4, directly behind 50 N Main Street. This area will be barricaded. One lane to be kept open for emergency vehicle operation. Event to end promptly at 6:00 P.M. without Police intervention.
- Participants must adhere to all NYS and village laws and codes including loud and excessive sounds.
- No alcoholic beverages are permitted at the event.
- TOH Showmobile will be at location. No rides or vendors permitted.
- Contact Person: Reverend Philip Prestamo 516-993-3296 additional representatives Reverend Carlos Vargas 516-546-2020
- The area shall be cleaned and opened to the public no later than 8:00 P.M.

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 G. Williams  08/18/2023
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**

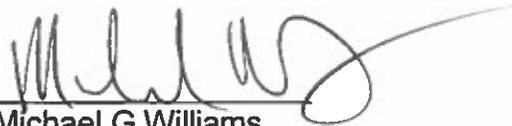
**40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432**

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael Williams
DATE: August 18, 2023
RE: Freeport Christian Clergy Council Revival

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

At this time, I do not anticipate police overtime costs incurred due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,


Michael G Williams
Deputy Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: August 18, 2023

RE: Carnival/Festival/Bazaar/Public Assembly Permit Application

Applicant:	Pastor Philip Prestamo / Freeport Christian Clergy Council
Date:	Saturday, September 16, 2023
Rain Date:	Saturday, September 23, 2023
Time:	4:00 pm – 6:00 pm
Assembly Time:	2:00 pm
Location:	Municipal Lot #4 (Behind 50 N. Main Street)

I have reviewed the above-referenced Carnival, Festival, Bazaar, Public Assembly Permit Application submitted by Pastor Philip Prestamo on behalf of Freeport Christian Clergy Council to hold a public assembly in Municipal Lot #4, behind 50 N. Main Street.

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Wednesday, August 23, 2023 6:22 PM
To: Pamela Boening
Cc: Madelyn de la Fe
Subject: RE: 9.16.2023 Frpt Christian Clergy Council public assembly

I have reviewed the Carnival Festival Bazaar Public Assembly Permit application for September 16, 2023 (Rain Date: 09/23/23)

I do not foresee any negative impact in the performance of our duties. The applicant indicates that they will keep access open for emergency vehicles. They should also be advised that the area borders the rear of Fire Headquarters. This area must be kept clear also. Event coordinators(s) should be cognizant of moving participants out of the area if Emergency Vehicle(s) are approaching.

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: Wednesday, August 23, 2023 10:13 AM
To: Raymond Maguire <rmaguire@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; India Sheard <isheard@freeportny.gov>
Subject: FW: 9.16.2023 Frpt Christian Clergy Council public assembly
Importance: High

Ray and Conor,

I need your recommendation for the attached.

This public assembly is going on the agenda at the upcoming meeting.

Please send ASAP.

Thanks,

Pamela Boening

From: Conor Kirwan
Sent: Wednesday, August 23, 2023 10:37 AM
To: Pamela Boening; Raymond Maguire
Cc: Madelyn de la Fe; Christine Maguire; India Sheard
Subject: RE: 9.16.2023 Frpt Christian Clergy Council public assembly

This is approved from a liability standpoint.

Conor Kirwan
Executive Director of Human Resources
Village of Freeport
516-377-2293

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, August 23, 2023 10:13 AM
To: Raymond Maguire <rmaguire@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; India Sheard <isheard@freeportny.gov>
Subject: FW: 9.16.2023 Frpt Christian Clergy Council public assembly
Importance: High

Ray and Conor,

I need your recommendation for the attached.

This public assembly is going on the agenda at the upcoming meeting.

Please send ASAP.

Thanks,

Pamela Walsh Boening
Village Clerk

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

516-377-2254

From: Pamela Boening
Sent: Thursday, August 17, 2023 3:55 PM
To: Smith, Chief Michael J. <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>

**Incorporated Village of Freeport
INTER-OFFICE MEMO**

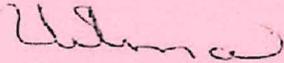
TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma I. Lancaster, Village Assessor
 DATE: August 18, 2023
 RE: Remove Exemptions from 2023/2024 Final Assessment Roll

Permission is requested for the Assessor to remove from 2023/2024 Final Assessment Roll exemptions related to Senior and Veteran Owned Property. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

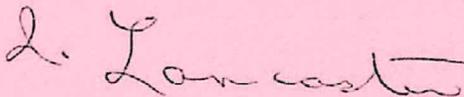
Where a partial exemption is removed and entered on an assessment roll for an ineligible parcel, it is an error in essential fact (RPTL §550(3) (e)). Errors in essential fact may be corrected by the Board in accordance with the provisions of RPTL §552.

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 305 / 72	243 Whaley St	41121 Veteran War Time/Non- Combat	533	Deceased 03/19/2023
62 / 096 / 151	97 Martha St	41800 Senior	2,200	Deceased 06/21/2023
62 / 106 / 376	58 Howard Ave	41131 Veteran / Wartime Combat	900	Deceased 05/30/2023
36 / 330 / 132	105 Maryland Ave	41121 Veteran War Time/Non- Combat	540	Property Sold 08/14/2023
		41800 Senior	2,490	
55 / N / 271	244 Wallace St	41131 Veteran / Wartime Combat	900	Property Sold 07/27/2023
		41141 Veteran Wartime Disable	937	

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2023/2024 corrected property tax bill.



Vilma I. Lancaster
Village Assessor



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

WHEREAS, the Village Assessor periodically reviews the exemption status of properties in the Village of Freeport to ensure continuing eligibility under the criteria of particular exemptions; and

WHEREAS, the below list consists of changes to assessed tax value after the adoption of the 2023/2024 Final Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 305 / 72	243 Whaley St	41121 Veteran War Time/Non- Combat	533	Deceased 03/19/2023
62 / 096 / 151	97 Martha St	41800 Senior	2,200	Deceased 06/21/2023
62 / 106 / 376	58 Howard Ave	41131 Veteran / Wartime Combat	900	Deceased 05/30/2023
36 / 330 / 132	105 Maryland Ave	41121 Veteran War Time/Non- Combat 41800 Senior	540 2,490	Property Sold 08/14/2023
55 / N / 271	244 Wallace St	41131 Veteran / Wartime Combat 41141 Veteran Wartime Disable	900 937	Property Sold 07/27/2023

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemptions be removed from the 2023/2024 Final Assessment Roll as listed above; and

WHEREAS, where a partial exemption is entered on an assessment roll for an ineligible parcel, it is an error in essential fact, which may be corrected by the Board in accordance with the provisions of the Real Property Tax Law; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes

recommended by the Assessor to be made to the 2023/2024 Final Assessment Roll and that the Treasurer issue corrected tax bills.

The Clerk polled the Board as follows:

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

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

August 17, 2023

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

Roy Mendoza Guerra – Hose Co #5

Christian Caraballo - Emergency Co #9

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

August 17, 2023

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

Roy Mendoza Guerra – Hose Co #5

Christian Caraballo - Emergency Co #9

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T. Kennedy, Mayor
FROM: Carl Hetzel, Assistant Chief
DATE: August 17th, 2023
RE: Approval of the Pedestrian Safety and Education Grant 2024

This is to request Village Board approval of the attached contract for the Pedestrian Safety and Education Grant (HS) between the Village of Freeport and the State of New York. The program consists of funding for overtime patrols to reduce the crashes, injuries and deaths on New York's roads.

The contract provides \$16,389.00 for this project and is in effect from October 1, 2023 to September 30, 2024. There is no matching funds requirement for this program.

The contact person for this program is Maureen Kozakiewicz, New York State Governor's Traffic Safety Committee, 6 Empire State Plaza Room 410B, Albany, NY 12228. Her contact information is 518-948-1655 and Maureen.Kozakiewicz@dmv.ny.gov.

Instructions indicate to sign and return two (2) copies of the contract. The signatures must be notarized.

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


Carl Hetzel
Assistant Chief


Approved as to form
Village Attorney
8/18/2023

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

WHEREAS, the New York State Governor’s Traffic Safety Committee has offered a contract for the Pedestrian Safety and Education Grant (HS) between the Village of Freeport and the State of New York; and

WHEREAS, the program consists of funding for overtime patrols to reduce the crashes, injuries, and deaths on New York’s roads; and

WHEREAS, the contract provides \$16,389.00 with no matching funds requirement from the Village for a term from October 1, 2023 to September 30, 2024; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be authorized to execute any and all documentation necessary to effectuate a grant agreement between the New York State Governor’s Traffic Safety Committee, 6 Empire State Plaza Room 410B, Albany, NY 12228 and the Incorporated Village of Freeport in the amount of \$16,389.00 for a term from October 1, 2023 to September 30, 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

[Handwritten Signature]
A/O/2023

JUSTIN O'CONNOR
Director



Department of Motor Vehicles

(518) 474-0972
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE 6 EMPIRE STATE PLAZA • ALBANY, NY 12228

August 14, 2023

Andrew Berg
Sergeant
Freeport Village Police Department
40 North Ocean Avenue
Freeport, NY 11520-3073

Re: HS1-2024-Freeport Village PD-00038-(030)
Pedestrian Safety and Education
T007029
CFDA #: 20.616
EFFECTIVE DATE: October 1, 2023

Dear Sergeant Andrew Berg:

On behalf of the Governor's Traffic Safety Committee (GTSC), I am pleased to notify you that the Freeport Village Police Department has been awarded \$16,389 to participate in New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by your organization, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee and, if applicable, the Offices of the New York State Attorney General and New York State Comptroller.

Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

Thank you for participating in New York State's Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the GTSC at (518) 474-5111.

Sincerely,

A handwritten signature in black ink that reads "Justin O'Connor".

Justin O'Connor
Director

CRD:bp

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T007029</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>FREEPORT VILLAGE OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Pedestrian Safety and Education</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000956 Federal Tax ID Number: 116002111 DUNS Number (if applicable): 064724958</p>	<p>AGENCY IDENTIFIER:</p> <p>HS1-2024-Freeport Village PD -00038-(030)</p> <p>CFDA NUMBER (Federally Funded Grants Only): 20.616</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>46 N OCEAN AVE FREEPORT, NY 11520</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address 46 N OCEAN AVE FREEPORT, NY 11520</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address 40 NORTH OCEAN AVENUE FREEPORT, NY 11520</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 280438601 850 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2023 To: 09/30/2024</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 10/01/2023 To: 09/30/2024</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT:</p> <p><i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$16,389</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants and Requirements Mandated by Federal Laws

- Attachment B:
 - B-1 Expenditure Based Budget B-2 Performance Based Budget
 - B-3 Capital Budget B-4 Net Deficit Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4(A) Net Deficit Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

To the extent that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
- (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash

disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such

manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P 08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S 08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S 08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project

is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State

⁹ Not applicable to not-for-profit entities.

Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

GRANT MODIFICATIONS - Grant modifications must be requested through the eGrants system **and** approved by the GTSC **BEFORE** the activity takes place or the item is ordered/purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

PAYMENTS - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed with supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system **and** the documentation mailed (postmarked) to the GTSC by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, **and** the signed and dated Claim for Payment form with supporting documentation must be mailed (postmarked) to the GTSC by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless the budget category is approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract **and** the item is listed in the approved budget on the eGrants system.

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs \$5,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor' s Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

REPORTING - The Attachment D (Payment and Reporting Schedule) section of this contract outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system.

MONITORING - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period.

Executive Order No. 177, Prohibiting State Contracts that Support Discrimination - The following applies to all contracts, and contract renewals, entered into on or after June 1, 2018 by GTSC for goods, services, technology, or construction, directly or indirectly.

New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Pursuant to Executive Order No. 177 of the Governor of the State of New York, GTSC will not do business with entities that promote or tolerate discrimination or infringement on civil rights of New Yorkers and direct State entities.

Contractor must ensure that it is free from institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected status.

Failure to conform to this requirement may, in GTSC's discretion, be treated as a material breach of contract for which GTSC shall be entitled to terminate the Contract without incurring liability for breach thereof upon the part of the State of New York or GTSC.

Notices to the Contractor shall be addressed to:

Andrew Berg
Sergeant
Freeport Village Police Department
40 N Ocean Ave
Freeport, NY 11520

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee
Attn: Program Manager
6 Empire State Plaza, Room 410B
Albany, NY 12228

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

ADMISSIBILITY OF REPRODUCTION OF CONTRACT - Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

IRAN DIVESTMENT ACT - By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

End of Attachment A-1 - Program Specific Terms and Conditions

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

FEDERAL POLICY – Policies and procedures of the following federal statutes and regulations may be applicable:

Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

POLITICAL ACTIVITY (HATCH ACT)

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200, and 23 CFR Part 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200, and 23 CFR Part 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200, and 23 CFR Part 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200, and 23 CFR Part 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200, and 23 CFR Part 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200, and 23 CFR Part 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

No employee, officer, or agent of a Contractor or its subcontractor who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contracts or subcontract, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subcontract. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subcontract. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the contractor's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The contractor shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No Contractor or its subcontractor, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The contractor shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to the State. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. The state will forward the disclosure to NHTSA. NHTSA will review the disclosure and may require additional relevant information from the subcontractor. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any contractor, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a contractor, and the officers, employees or agents of a contractor who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

End of Attachment A-2 - Federally Funded Grants and Requirements Mandated by Federal Laws

**ATTACHMENT B-1
EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: Pedestrian Safety and Education

CONTRACTOR SFS PAYEE NAME: FREEPORT VILLAGE OF

CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2024

Detailed Budget Summary

Personal Services

Job Title	Salary Amount	Fringe Amount	Total Amount
Police Officer	\$16,389.00		\$16,389.00
Total:	\$16,389.00		\$16,389.00

Total Other Than Personal Services: \$0.00

Grand Total: \$16,389.00

**ATTACHMENT C
WORK PLAN
SUMMARY**

PROJECT NAME: Pedestrian Safety and Education

CONTRACTOR SFS PAYEE NAME: FREEPORT VILLAGE OF

CONTRACT PERIOD: From: 10/01/2023

To: 09/30/2024

Provide an overview of the project including goals, tasks, desired outcomes and performance measures.

SEE ATTACHED WORK PLAN

Project Name

Pedestrian Safety and Education

Contractor SFS Payee Name

FREEPORT VILLAGE OF

Contract Period

10/01/2023 - 09/30/2024

1. Problem Identification

In the box below, define the pedestrian crash problem that this project would address. The problem ID should be targeted and include the following elements, with supporting crash data provided for each:

- a. Specific locations where pedestrian-involved crashes are occurring in the agency's jurisdiction. A location could be any geographic site, such as an intersection, a state route, business district, or corridor. Parking lots and special events are not acceptable locations. Provide no more than three, distinct, locations.
- b. Top contributing factors cited in the identified pedestrian crash problem.
- c. Month/day/time when the identified pedestrian crash problem is occurring.

During 2022 the Freeport Police Department responded to 52 reports of crashes with a pedestrian involved. Over 61% of these crashes occurred on only five different roadways within the Village of Freeport (E Sunrise Hwy, W Merrick Rd, Mill Rd, Atlantic Ave, and N Main St). On these roadways 33% of the crashes occurred when the pedestrian was crossing the roadway with the traffic signal, and 23% were crossing with no signal. Contributing factors include 51% due to Failure to Yield, and 25% due to Pedestrian Error. These statistics indicate that the driver is often at fault for disregarding traffic control. Most of these crashes occur in March, September, November, and December. 69% of the crashes occur between Monday and Thursday, and 63% occur between 1100hrs and 2000hrs. This data was retrieved from the Freeport Police Department Records Management system.

2. Proposed Solution

In this section, describe the specific and measurable solutions that would be initiated to address the pedestrian safety crash problem defined above.

The Freeport Police Department will utilize grant funds to deploy a comprehensive pedestrian safety education and enforcement program. The education strategy will include media releases, announcements on social media, and street based patrol officers distributing materials in the designated safety corridor. Enforcement will include operations directed at motor vehicle drivers and pedestrians. The Freeport Police Department will participate in the Operation See and Be Seen mobilization. Operations will be conducted in March, September, November, and December based on crash data.

3. Goal

Below, describe the overall goal(s) and objective(s) of the project. This section must include a goal to reduce crashes, fatalities and/or injuries. Goals and objectives must be measurable and ambitious, but

realistic. In stating the goal, include the starting point (baseline), the target you hope to reach, and a timeframe for achieving your goal.

The goal of this program is a reduction of pedestrian related crashes by 20%. During 2022 there were a total of 32 pedestrian involved crashes in the target area, a decrease of at least 6 crashes is the goal.

4. Operational Plan

In the box below, explain what specific/targeted actions will be taken through this project to impact the pedestrian crash problem described in the problem identification section above. At a minimum, applicants should describe the enforcement tactics that will be employed, educational outreach that will be conducted, media involvement, officer training that will be attended, and the agency's intent to participate in the state's "Operation See! Be Seen!" enforcement mobilization in June.

Freeport Police Department traffic enforcement will attend the GTSC's Pedestrian Safety Training Workshop for Law Enforcement. Our trained officers will then use the resources provided, including the GTSC's pedestrian safety roll call video, to conduct a "train-the trainer" in-service for additional Freeport Police Department officers. All officers who participate in grant-funded education and enforcement details will receive this in-service training.

Press releases and announcements on social media will be issued in March, September, November, and December in conjunction with enforcement operations.

Freeport Police Department will participate in the state's annual "Operation See! Be Seen!" pedestrian safety enforcement mobilization in June. In advance of the campaign, the police department will work to educate the community through distribution of pamphlets and other safety materials via officers patrolling the target corridor. Press releases to alert the media about the upcoming enforcement campaign. During the two-week mobilization period, officers will be assigned to the target area to enforce the laws pertaining to pedestrian safety.

During the first week of the campaign, warnings will be issued to violators. Tickets will be issued during week 2 with a zero-tolerance approach. Multiple officers will work each detail. At the conclusion of the mobilization period, enforcement results will be transmitted to the GTSC.

Enforcement activities will resume in March, September, November, and December Officers on normal patrol in the corridor will also be instructed to facilitate proactive pedestrian safety operations as call volume permits.

5. Evaluation Plan

In this section, describe how the project's accomplishments, achievements and/or shortcomings will be addressed. The evaluation should focus on documenting activities and linking these activities to the achievement of objectives. Were activities conducted as planned? Were they effective? Were goals met? What was the impact on crash reduction or injury prevention?

The Freeport Police Department will monitor progress made to meet the project goals and objectives. Press releases will be logged and tracked.

Throughout the year, departmental data will be routinely reviewed to determine whether there are any significant deviations in pedestrian crashes in the target corridor.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0.00%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of 0 percent (0.00%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than 0 days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (0.00%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*)

Quarterly Reimbursement

Due Date 1/30/2024, 04/30/2024, 07/30/2024 and 10/30/2024

Monthly Reimbursement

Due Date _____

Biannual Reimbursement

Due Date _____

Fee for Service Reimbursement

Due Date _____

- Rate Based Reimbursement
Due Date _____
- Fifth Quarter Reimbursement
Due Date _____
- Milestone/Performance Reimbursement
Due Date/Frequency _____
- Scheduled Reimbursement
Due Date/Frequency _____
- Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Claims for Reimbursement:

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed **with** supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system and the documentation mailed (postmarked) to the GTSC by the due dates listed in this Attachment D (Payment and Reporting Schedule).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form **with** supporting documentation must be mailed (postmarked) to the GTSC by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>. Contractors must read this instruction guide prior to initiating grant activity.

Reports:

This Attachment D (Payment and Reporting Schedule) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

End of Attachment D - Payment and Reporting Schedule

CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to GTSCContracts@dmv.ny.gov.
4. The Signature page with the original "wet" signatures must be mailed to:
New York State Governor's Traffic Safety Committee
Attn: Contract Coordinator
6 Empire State Plaza, Room 410
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

Authorized Representative:

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:
FREEPORT VILLAGE OF

STATE AGENCY:
New York State Governor's Traffic Safety Committee

By: _____

By: _____

Printed Name

Mary Arthur

Printed Name

Title: _____

Title: Program Manager

Date: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

INTER-DEPARTMENT CORRESPONDENCE

FREEPORT POLICE DEPARTMENT

TO: Robert T Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: August 23, 2023
RE: PowerTime Scheduling Software

This is to request approval for purchase of PowerTime, a scheduling software for law enforcement agencies. This software will replace FoxPro, our current scheduling database, which is outdated and no longer supported by current operating systems. This new software was programmed with law enforcement agencies in mind and can be customized to fit this department's unique scheduling and payroll requirements.

This is a new contract and will be in effect for 3.5 years, from 09/01/2023 – 02/28/2027.

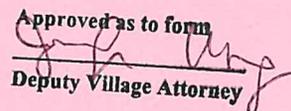
The total cost of this contract is \$18,840.50 and is budgeted in account A312004 542800 - Service Contracts.

PowerDMS is located at 2120 Park Pl. Suite 100, El Segundo, CA 90245. The point of contact is Becky Flores, 407-874-5116, rflores@neogov.net.

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



Michael Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Chief of Police is requesting Board approval for the purchase of the PowerTime Subscription, a scheduling software for law enforcement agencies; and

WHEREAS, this software will replace FoxPro, the Department's current scheduling database, which is outdated and no longer supported by current operating systems; and

WHEREAS, the PowerTime Subscription of PowerDMS by NEOGOV, 2120 Park Place, Suite 100, El Segundo, CA 90245, will be for a term from September 1, 2023 to February 28, 2027, for a total cost of \$18,840.50; for the 3.5 year term; and

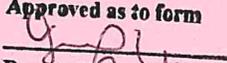
WHEREAS, two (2) additional quotes were also obtained and these quotes ranged from a cost of \$7,950 to \$26,220 per year; and

WHEREAS, the PowerTime Subscription will be budgeted in account A312004 542800 - Service Contracts; and

THEREFORE BE IT RESOLVED, that based upon the recommendation of the Freeport Chief of Police, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the purchase of the PowerTime Subscription of PowerDMS by NEOGOV, 2120 Park Place, Suite 100, El Segundo, CA 90245, for a term from September 1, 2023 to February 28, 2027 for a total cost of \$18,840.50.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Contract Records		Order Details	
Account Number:	A-22743	Order #:	Q-222869
Customer:	Freeport Police Department (NY)	Valid Until:	9/9/2023
Employee Count:	124	Subscription Start Date:	Last signature date, or as shown in grid below (as applicable), whichever is later.
Sales Rep:	Rebecca Flores	Subscription Term (months):	42

Customer Contact		Shipping Contact	
Billing Contact:	Freeport Police Department (NY)	Shipping Contact:	Freeport Police Department (NY) Nick Giovanniello
Billing Address:	40 North Ocean Avenue Freeport, NY 11520	Shipping Address:	40 North Ocean Avenue Freeport, NY 11520
Billing Contact Email:		Shipping Contact Email:	giovanniellon@freeportpolice.org
Billing Phone:		Shipping Phone:	516-377-2476

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerTime Subscription	Recurring	9/1/2023	2/29/2024	1	\$2,341.50
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerTime Setup	Services	--	--	1	\$2,450.00
Services to setup PowerTime for an agency includes Importing Employee List from Excel, Create Unit and Base/Employee Templates, One 2-3-hour Online Admin Training Session, One 1-hour follow-up Online Q&A Session					
Year 1 TOTAL:					\$4,791.50

Year 2

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerTime Subscription	Recurring	3/1/2024	2/28/2025	1	\$4,683.00
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
Year 2 TOTAL:					\$4,683.00

Year 3

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerTime Subscription	Recurring	3/1/2025	2/28/2026	1	\$4,683.00
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
Year 3 TOTAL:					\$4,683.00



1 800.749.5104
 2120 Park Pl. Suite 100
 El Segundo, CA 90245



Year 4

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerTime Subscription	Recurring	3/1/2026	2/28/2027	1	\$4,683.00
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
Year 4 TOTAL:					\$4,683.00
Total: 					\$18,840.50

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total-length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Accepted and Agreed By Authorized Representative of:
Freeport Police Department (NY)

Signature: _____

Printed Name: _____

Title: _____

Date _____

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
 YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
 CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**



SCHEDULER
Scheduling, Simplified.

Pace Scheduler Proposal

FREEPORT POLICE DEPARTMENT
SGT. NICHOLAS GIOVANNIELLO
40 N. OCEAN AVE.
FREEPORT, NY 11520



Frank Provenzano
8-9-2023



SCHEDULER
Scheduling, Simplified.

OVERVIEW

Dear Sgt. Giovanniello,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and extremely robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano

Business Development

Pace Scheduler

SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any modern device (tablet, phone, laptop, PC, etc.).

The software is based on a yearly subscription model and includes the following:

- 13 Month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8A-5P, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Fill out Online Google Form – this form requests additional information regarding how your department operates
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace “Project Lead” and “Co-Lead” for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled “go-live” date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD



TERMS AND CONDITIONS

PACE SCHEDULER SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after



the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

PAYMENT OF FEES

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement shall be automatically renewed for additional periods of the same duration as the Term as specified in the Order Form unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY, MAINTENANCE, AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY; (A) FOR ERROR OR INTERRUPTION OF USE OR



SCHEDULER
Scheduling, Simplified.

FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

SECURITY STATEMENT

The Pace Scheduler is a cloud based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are also stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

UPTIME AND AVAILABILITY

Uptime

The PACE Scheduler application is hosted on Amazon Web Services servers, which guarantee a 99.95% uptime. The possible exceptions to this uptime are scheduled maintenance and new feature releases.

To date, the Pace Scheduler has kept a historical 99.99% uptime, while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When Pace releases new functionality, updates to existing features, or needs to bring the website down for maintenance, Pace will schedule these updates or outages between 1:00AM and 5:00AM US/Central time unless extenuating circumstances exist. During a vast majority of these upgrades there will be no downtime. The reason for scheduling these in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.



SCHEDULER
Scheduling, Simplified.

SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

SYSTEM MAINTENANCE AGREEMENT

Company may take the software offline for scheduled maintenance that it provides as needed with 24 prior written notice to client. These Majority of updates and bug fixes are completed “in place” with no downtime to client.



PRICING AND FEES

PACE SCHEDULER
2040 CORPORATE LANE
NAPERVILLE, IL 60563

DATE: August 09, 2023
QUOTATION #: FRE20230809
QUOTE VALID UNTIL: November 09, 2023

BILL TO:

FREEPORT POLICE DEPARTMENT
SGT. NICHOLAS GIOVANNIELLO
40 N. OCEAN AVE.
FREEPORT, NY 11520

DESCRIPTION	TYPE OF FEE	TOTAL
General Software License Fee - up to 125 Users	Yearly Recurring	\$7,950.00
Setup Fee	One-time	(\$500.00) WAIVED

COST BREAKDOWN:

DESCRIPTION	TOTAL
YEARLY RECURRING TOTAL FEES	\$7,950.00
ONE-TIME FEES	NONE
FIRST YEAR TOTAL	\$7,950.00*

Please check the option below to add Single Sign On (SSO) through Microsoft Azure to your subscription:

_____ SSO Pricing for above stated user count: \$1,190.00/Year (\$9,140.00 subscription total per year with SSO)

* Pace Scheduler offers a satisfaction guarantee, whereby if you are dissatisfied with the product during the initial term, Pace will prorate and refund the unused portion of your first subscription year. Refund does not include any custom development fees.

* Purchase a multi-year subscription (2 or 3 year options available) in order to lock in your current pricing with no increases throughout the multi-year subscription contract. Payment is due upfront for selected number of years in order to take advantage of this offer.

Please check the option below if you would like to take advantage of a multi-year subscription agreement:

_____ Two-Year Subscription Option (2-Year total due upfront)

_____ Three-Year Subscription Option (3-Year total due upfront)



SCHEDULER
Scheduling, Simplified.

EXHIBIT A

Custom Implementation Services

Custom Implementation Services: Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here in Exhibit A (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This exhibit describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract.



PACE SCHEDULER SERVICES AGREEMENT
QUOTATION #: FRE20230809

This Pace Scheduler Services Agreement (“Agreement”) is entered into on _____ (the “Effective Date”) between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Pace Systems, Inc.:

Customer:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO# (If Applicable): _____



CLIENT BILLING INFORMATION

Date: _____

Company Information

<i>Company Name:</i>		<i>Company Address:</i>	
<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>	
<i>Phone Number:</i>	<i>Fax Number:</i>	<i>Website:</i>	
<i>Company Contact:</i>		<i>Title:</i>	<i>Phone Number:</i>

Tax Exempt? Yes No

FEIN#: _____

Accounting Contact

<i>Name:</i>	<i>Phone:</i>	<i>Email:</i>
--------------	---------------	---------------

Authorized Signature

Title

Date

PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER



In order to move forward, we will need the following from you:

1. Copy of signed Proposal
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
 - **Project Lead**
 - **Co-Lead**
 - **Head of Department** - (this person will be copied on correspondence and progress)
 - **Payroll Contact** – Person who manages the payroll software (if you want us to build a payroll export)

The Project Lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead and Co-Lead.

The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.



Customer Name: Freeport Police Department - Freeport, NY		1-Year Term			
Number of Users	License Fee Per User/Per Month* <small>*(Billed Annually)</small>	Discount per # of Users	Number of Users	Total Annually	
1-30	\$20.00	0.0%	0	\$0.00	
31-150	\$13.00	35.0%	120	\$18,720.00	
151-300	\$12.50	37.5%	0	\$0.00	
301-500	\$12.00	40.0%	0	\$0.00	
Annual Recurring License Fee			120	\$18,720.00	
Professional Services		Personnel	Rate	Days	Total
One-time onsite full deployment of Schedule Express		2	\$1500	5	\$15,000.00
One-time onsite training for all admin & supervisory personnel			per person		
One-time onsite data collection and custom configuration					
Onsite refresher training after implementation					Included
Unlimited 'live' web-based training					Included
All future maintenance and updates					Included
Interface to payroll					Included
Modification of existing report(s) or creation of new report(s)					Included
24/7/365 service, support, and maintenance					Included
One-Time Professional Services				\$15,000.00	
50% Discount for One-Time Professional Services				-\$7,500.00	
Grand Total w/Discounts				\$26,220.00	
Additional Services		Rate	Quantity	Total	
Programming Services	Custom Development or Integration with Third Party Applications	Contact SE for Quote			
System Analysis Services	Anaysis & Evaluation of Work Force Management Processes & Procedures	Contact SE for Quote			

Schedule Express Terms of Service apply

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

To: Mayor Robert T. Kennedy

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

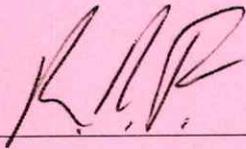
Date: August 14, 2023

RE: EMERGENCY REPAIR TO UNIT 216

On August 10th, 2021, Freeport Fire Department Unit 216 was rear ended in an accident with a civilian vehicle. Unit 216 is a 2002 American LaFrance pumper utilized by Freeport Engine Company. The repairs needed by the unit involved extensive body work as well as straightening of the chassis and frame. The damage was extensive enough to make the unit inoperable. Unit 216 is a first line piece of equipment utilized by the Fire Department and it's use and operation is considered critical to the operations of the Fire Department. The needed repairs would be considered a safety issue for residents and therefore the need to make the repair was considered an emergency.

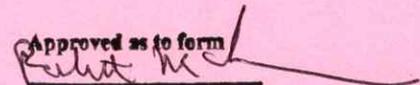
Hendrickson Fire Rescue, 140 Hoffman Lane, Islandia, N.Y. 11749 was utilized on an emergency basis to make the repairs. Hendrickson is an authorized insurance repair facility for emergency response equipment. The cost for the repair was \$38,513.16. This is based on a detailed accounting of their time spent on the work as well as for materials (see attached). We received \$20,479.88 from the drivers insurance company and the Village is pursuing the owner of the vehicle for the remaining balance of \$18,033.28.

It is therefore requested that the Village Comptroller create an account in the Village budget line, Garage Contractual (A164004), for unanticipated expenses. It is also requested that the Board of Trustees retroactively approve the emergency repair of Freeport Fire Department Unit 216 by Hendrickson Fire Rescue, 140 Hoffman Lane, Islandia, N.Y. 11749 for a total cost of \$38,513.16.



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

Encl.

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Superintendent of Public Works is requesting Board approval to authorize the Village Comptroller to create an account in the Village budget line, Garage Contractual (A164004), for unanticipated expenses; and

WHEREAS, on August 10th, 2021, Freeport Fire Department Unit 216 was rear ended in an accident with a civilian vehicle; and

WHEREAS, Unit 216 is a 2002 American LaFrance pumper utilized by Freeport Engine Company; and

WHEREAS, the damage was extensive enough to make the unit inoperable; Unit 216 is a first-line piece of equipment utilized by the Fire Department and it's use and operation is considered critical to the operations of the Fire Department; and

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

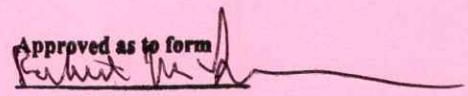
WHEREAS, Hendrickson Fire Rescue, 140 Hoffman Lane, Islandia, NY 11749, an authorized insurance repair facility for emergency response equipment, made the repair for a total cost of \$38,513.16; and

WHEREAS, the Village received \$20,479.88 from the driver's insurance company and the Village is pursuing the owner of the vehicle for the remaining balance of \$18,033.28; and

NOW THEREFORE BE IT RESOLVED, that based upon a recommendation of the Superintendent of Public Works, the Village Comptroller be and hereby is authorized to create an account in the Village budget line, Garage Contractual (A164004), for unanticipated expenses.

The Clerk polled the Board as follows:

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

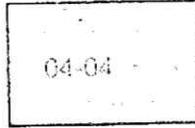
Approved as to form

Deputy Village Attorney

Hendrickson (Registered No:
7045034)
 140 Hoffman Lane
 ISLANDIA, NY 11749
 service@hendricksontruck.com
 631-424-8354



Invoice: 3484
Date: 3/31/2022

Bill To
FREPORT FD



Remit Payment To
 Hendrickson Fire Rescue Equipment.
 140 Hoffman Lane
 ISLANDIA, NY 11749

P: (516) 680-1801

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
2586	Net 30	4/30/2022	MEGAN MARTINEZ		Bender, Chris	216

Item Description

Complaint: R&R REAR BUMPER WITH A NEW BUMPER
Cause: CUSTOMER REQUEST

\$1,120.00

Labor Correction:

BODY & PAINT / VEHICLE / QUALITY-CHECKED THE NEW BUMPER TO THE OLD ONE TO MAKE SURE IT WAS MADE CORRECTLY, THE THREE-LIGHT HOLES WERE MEASURED AND CUT OUT CORRECTLY. INSTALLED NEW BUMPER. WELDED IN BUSTIN DECKING. SECURED. REPAIRS COMPLETE.

Parts	Description	Quantity	Rate	Amount
Parts	REAR BUMPER WITHOUT BUSTIN DECKING	1.00000	\$4,898.00	\$4,898.00
Parts	FREIGHT / SHIPPING *****USE FOR ALL FREIGHT***	1.00000	\$85.00	\$85.00
Parts	BUSTIN DECKING	1.00000	\$368.25	\$368.25
Parts	FREIGHT / SHIPPING *****USE FOR ALL FREIGHT***	1.00000	\$325.00	\$325.00
Subtotal				\$6,796.25

Complaint: R&R REAR HOSE REEL, DROP HOSE REEL AND LOWER REAR COVER, INSTALL NEW COVER. STRAIGHTEN UPPER SUPPORTS AFTER RAIL IS REMOVED - INSTALL NEW HOSE ON REEL

Cause: CUSTOMER REQUEST

Item	Description	Quantity	Rate	Amount
				\$2,100.00
Labor	<p>Correction:</p> <p>CHASSIS / CHASSIS / BEGAN REMOVING THE HOSE REEL BY DETACHING THE WATER SUPPLY LINES, DISCONNECTED THE ELECTRICAL WIRING FROM THE HOSE MOTOR, USING A JACK TO SUPPORT THE WEIGHT OF THE HOSE BED, UNBOLTED THE MULTIPLE MOUNTING POINTS, AFTER THE REEL WAS FREE I LOWERED IT DOWN OUT OF THE TRUCK, WITH THE HELP OF ANOTHER TECHNICIAN, PUSHED THE HOSE REEL ASSEMBLY OUTSIDE, ATTACHED A CHAIN, UNBOLTED IT FROM THE MOUNTING POINTS, LIFTED UP AND OUT OF THE BOX WITH THE FORKLIFT, SET THE BOX ASIDE AND HOSE REEL ON A PALLET, WITH THE TRUCK STILL ON JACKS, REMOVED THE HOSE ROLLERS ON THE REAR OF THE BODY IN ORDER TO STRAIGHTEN THE REST OF THE STEEL PANELS.</p> <p>WITH THE CORRECT HOSE REEL, BROUGHT THE TRUCK INTO THE SHOP AN SET UP ON LIFTS, LIFTED THE TRUCK AND POSITIONED THE NEW HOSE REEL BEHIND THE VEHICLE, REMOVED THE NEW REEL FROM PALLET, DRAGGED OVER THE STEEL BOX THE REEL SITS IN, USED THE FORKLIFT TO RAISE THE REEL INTO THE AIR, LIFTED BOTH BOX AND REEL ONTO THE TRANSMISSION JACK, ROLLED THE REEL ASSEMBLY UNDER THE TRUCK, LIFTED IT INTO POSITION IN THE FRAME.</p> <p>HAD TO SHIFT THE NEW REEL OVER A LITTLE BIT IN ORDER TO USE EXISTING CUT OUT HOLES ON THE BACK WALL, MARKED THE NEW HOSE REEL MOUNTING POINTS ON THE FLOOR OF THE BOX, LOWERED THE ENTIRE ASSEMBLY BACK DOWN OUT OF THE FRAME, LIFTED THE REEL UP AN OUT OF THE BOX, DRILLED PILOT HOLES BEFORE BORING OUT 5/16TH BOLT HOLES, WITH HOLES DRILLED MOUNTED THE HOSE REEL DOWN INTO THE BOX.</p> <p>WITH THE ASSEMBLY STILL ON THE TRANSMISSION JACK LIFTED IT BACK UP INTO PLACE AND MOUNTED IT UP INTO THE FRAME AREA, TIGHTENED ALL MOUNTING HARDWARE AN BUMPER BOLTS BACK INTO PLACE.</p> <p>MOVED ONTO WIRING THE REEL INTO THE TRUCK, REMOVED THE OLD CORRODED CABLE ENDS USED NEW CONNECTORS AND HEAT SHRINK, BOLTED IN THE SWITCH AN REEL CONTROLLER.</p> <p>BROUGHT THE OLD REEL OVER TO THE TRUCK, UNRAVELED THE HOSE OFF THE OLD REEL, FED TE HOSE ONTO THE NEW REEL IN THE TRUCK, TIGHTENED THE FITTINGS FOR THE HOSES, REATTACHED THE WATER NOZZLE ON THE END OF THE HOSE, STOWED THE HOSE.</p> <p>AFTER GETTING ALL THE WATER SUPPLY HOSE AN FITTINGS IN, INSTALLED THE LINE, WITH ALL THE FITTINGS AN AUTO DRAIN SYSTEM, CLAMPED THE HOSE DOWN SO IT DIDNT MOVE.</p> <p>INSTALL COMPLETE.</p>			
Parts	HANNAY HOSE REEL	1.00000	\$2,250.00	\$2,250.00
Parts	FREIGHT / SHIPPING *****USE FOR ALL FREIGHT***	1.00000	\$275.00	\$275.00
Parts	bushings / HOSE ROLLERS	2.00000	\$380.00	\$760.00
Parts	HOSE REEL HOSE	1.00000	\$1,470.00	\$1,470.00
Parts	BOLTS MISC HARDWARE	10.00000	\$1.50	\$15.00
			Subtotal	\$6,870.00
	Complaint: HEAVY PULL RIGHT REAR BODY			
	Cause: Customer request			
Labor	BODY & PAINT / VEHICLE / HEAVY PULL RIGHT REAR BODY			\$2,100.00
Parts	PRESSURE PROTECTION VALVE	1.00000	\$84.592	\$84.59
			Subtotal	\$2,184.59

Complaint: HEAVY PULL LEFT REAR BODY

Item Description	Quantity	Rate	Amount
Cause: Customer request			
Labor Correction: BODY & PAINT / VEHICLE / HEAVY PULL LEFT REAR BODY BY PUSHING AND CUTTING OUT STRESS SECTION MAKING MEASUREMENTS ALONG THE WAY FOR FIT.			\$2,100.00
		Subtotal	\$2,100.00
Complaint: REALIGN TWO BEAVER TAIL SIDE DOORS			
Cause: Customer request			
Labor BODY & PAINT / VEHICLE / REALIGN TWO BEAVER TAIL SIDE DOORS			\$640.00
		Subtotal	\$640.00
Complaint: READJUST FOUR REAR BODY DOORS RIGHT & LEFT SIDES, REALIGN ALL DOOR HANDLES & RE-ADJUST HINGES			
Cause: Customer request			
Labor Correction: BODY & PAINT / VEHICLE / REMOVED THE DENTED LEFT SIDE DOOR AND BROUGHT IT OVER TO THE WELD BENCH. THEN CLAMPED IT DOWN AND USED CLAMPS AND BLOCKS TO BEND THE DOOR STRAIT AGAIN. THEN SLOTTED OUT THE HOLES ON THE HINGE THAT WEREN'T SLOTTED YET, NOTICED THAT THE WELDS ON THE INSIDE DOOR SKIN WERE BROKEN IN SEVERAL PLACES, SO CLEANED THEM UP AND RE WELDED THEM. THEN REINSTALLED THE DOOR AND ADJUSTED THE HINGES A LOT TO GET THE DOOR CLOSING EVENLY. LOCKED THE DOOR IN PLACE. SPACED THE DOOR AJAR SENSOR BACK 3/32 TO COMPENSATE FOR THE LARGE ADJUSTMENT I MADE AT THE HINGE.			\$800.00
		Subtotal	\$800.00
Complaint: STRAIGHTEN LOWER BODY LIP FORWARD OF REAR BUMPER			
Cause: Customer request			
Labor Correction: BODY & PAINT / VEHICLE / USING A HAMMER AND DOLLY I REMOVED THE DENTS FROM THE REAR LOWER PANEL. MADE REPAIRS TO REAR LOWER PANEL CAUSED BY WELDING IN FLOOR.			\$640.00
		Subtotal	\$640.00
Complaint: MAKE UP HOSE REEL BOX			
Cause: Customer request			
(Inspection)			
Labor Correction: CHASSIS / CHASSIS / USING A HAMMER AND DOLLY WORKED THE WAVY AREA AROUND THE SMALL CUTOUT AS FLAT AS POSSIBLE. THEN MADE A RELIEF TO ALLOW MATERIAL TO LAY FLAT. CLEANED THE CUT AREA AND WELDED IT BACK UP. DRESSED THE WELD AND POLISHED IT TO MATCH SURROUNDING METAL. HAMMER AND DOLLED IT SOME MORE TO GET IT LITTLE STRAITER. BLOCKED THE BOX UNDER THE SHEER TABLE TO PREVENT THE BOX LIFTING WHILE PUSHING THE DENTED SIDE BACK OUT USING PORTA POWER. USING THE PORTA POWER, PUSHED OUT THE FENDER, PUSHED IN SIDE PANEL. WORKED THE EDGES WITH A DOLLY AND HAMMER AT SAME TIME AND GOT SIDE TO GO BACK TO ORIGINAL POSITION.			\$0.00
		Subtotal	\$0.00
Inspection			

Item Description	Quantity	Rate	Amount
Labor ENTER ODOMETER MILEAGE IN FULLBAY			\$0.00
		Subtotal	\$0.00

PM: QC ALL COMPLAINTS

Cause: Customer request

(PM)

Labor Correction: CHASSIS / CHASSIS / QC PASSES.			\$0.00
		Subtotal	\$0.00

PM: WASH VEHICLE PRIOR TO RETURN

Cause: Customer request

(PM)

Labor Correction: CHASSIS / CHASSIS / WASHED VEHICLE WITH PRESSURE WASH AND FOAM CANNON. WASH COMPLETE.			\$0.00
		Subtotal	\$0.00

Complaint: DRIVER SIDE REAR DOOR STRIAHTEN AND ADJUST

Cause: Customer request

(Inspection)

Labor Correction: CHASSIS / CHASSIS / LOOSENED THE HINGES AND ADJUSTED THE DOOR TO CLOSE EVENLY. LOCKED THE HINGE BACK IN PLACE. REMOVED THE BENT LOCKING LEVER FROM THE LATCH AND STRAITENED IT. THEN REINSTALLED IT AND CHECKED DOOR LATCH FEEL. MADE SEVERAL ADJUSTMENTS TO THE ANGLE OF THE LOCKING LEVER TO GET IT CLOSING CORRECTLY THEN LOCTITE THE ADJUSTMENT NUT.			\$0.00
		Subtotal	\$0.00

Complaint: REINSTALL REEL BOX

Cause: Customer request

(Inspection)

Labor Correction: CHASSIS / CHASSIS / REINSTALLED HOSE REEL AND REASSEBLE. INSTALL OLD HOSE, SECURE AND CHECK			\$0.00
		Subtotal	\$0.00

Complaint: STRAIGHTEN ALL LIPS AROUND 2 REAR DOORS

Cause: Customer request

(Inspection)

Labor Correction: CHASSIS / CHASSIS / USING A HAMMER AND DOLLY STRAITENED THE BUCKLE IN THE DOOR FRAME ON THE PASS SIDE. THEN ON THE DRIVER SIDE USED THE PORTA POWER TO PRESS SOME OF THE OIL CAN OUT OF THE COMPARTMENT FLOOR. PRESSED THE CURVE OUT OF THE BUCKLED LIP AT SAME TIME HAMMER AND DOLLIED THE BUCKLE OUT. THEY WERE TIED TOGETHER.			\$0.00
		Subtotal	\$0.00

Complaint: INSTALL BUSTAN DECKING AND REAR BUMPER EXTENSION AND TRANSFER LIGHTS OVER

Item Description	Quantity	Rate	Amount
Cause: Customer request			
(inspection)			
Labor Correction:			\$700.00
<p>CHASSIS / CHASSIS / USING A GRINDER CUT BACK THE EDGES OF THE SUPPORT BRACKETS TO FULL OPENING SIZE SO DECKING CAN FIT IN. THEN DEBURRED THE EDGES. GROUND DOWN THE NUBS ON THE OUTSIDE OF THE DECKING ON ONE SIDE AND WELDED THEM SO OUTSIDE STRAPS WON'T FALL OFF. THEN GROUND WELDS SMOOTH SO IT WILL FIT IN CUTOUT. FLIPPED IT OVER AND STARTED GRINDING NUBS OFF OTHER SIDE AND THEN BEGAN WELDING THEM UP. FINISHED WELDING THE ENDS OF THE DECKING AND GRINDING THEM FLUSH. INSERTED THE DECKING IN THE REAR BUMPER.</p> <p>FLIPPED IT OVER AND CLEANED EVERYWHERE WELDING NEEDED. STITCH WELDED IT IN FULLY. REMOVED THE LIGHTS AND BACK UP BEEPER FROM THE OLD BUMPER. THE LIGHT WAS TRASHED SO GOT A NEW ONE, THEN OPENED UP THE HOLES THAT THE LIGHTS GO THROUGH IN THE REAR CAUSE THEY WERE CUT AT 1" INSTEAD OF 2". MADE A SPACER TO GET THE LIGHTS TO SIT IN HOLES NICELY. DRILLED THE MOUNT HOLES AND MOUNTED IT UP. LAYED OUT THE MOUNT HOLES FOR THE BACK UP BEEPER AND DRILLED THEM.</p> <p>BOLTED ON THE BEEPER WITH SOME STAINLESS HARDWARE. POPPED IN SOME NEW GROUND LIGHTS IN ON BOTH SIDES.</p>			
Parts 6 INCH	1.00000	\$42.636	\$42.64
Parts BU-6 DIO	2.00000	\$73.406	\$146.81
		Subtotal	\$889.45

Complaint: INSTALL NEW HOSE ON REEL

Cause: Customer request

(inspection)

Labor Correction:			\$280.00
CHASSIS / CHASSIS / INSTALL OLD HOSE ONTO REEL, NEW HOSE ON BACK ORDER			
		Subtotal	\$280.00

Complaint: STRAIGHTEN HOSE REEL SUPPORT COVER

Cause: Customer request

(inspection)

Labor Correction:			\$980.00
CHASSIS / CHASSIS / STRAIGHTEN HOSE REEL SUPPORT COVER			
		Subtotal	\$980.00

Complaint: WIRE IN HOSE REEL MOTOR

Cause: Customer request

(inspection)

Labor Correction:			\$280.00
CHASSIS / CHASSIS / INSTALL ROLLER ON REAR OF UNIT			
		Subtotal	\$280.00

Complaint: CUT OUT DENTED STAINLESS STEEL DOOR FLOORING, STRAIGHTEN OUT WITH PORTA-POWER, FABRICATE FLOORING, WELD FLOORING IN, METAL FINISH THE WELDED WORK

Cause: Customer request

(inspection)

Item	Description	Quantity	Rate	Amount
Labor	Correction: CHASSIS / CHASSIS / TOOK THE FLOOR PANEL BACK TO THE WELD BENCH AND FILLED THE CUTS THAT COULD TO MAKE IT FASTER THAN DOING IT ON TRUCK. THEN GROUND WELDS FLAT AND FINISHED THEM. STARTED FITTING THE FLOOR BACK INTO THE TRUCK. PUT THE FLOOR IN THE TRUCK AND IT WASN'T SITTING CORRECTLY DUE TO SOME MORE DAMAGE IN THE ACCIDENT AREA THAT WAS PREVENTING IT FROM MOVING INTO ITS PROPER PLACE SO HAMMERED THE PANEL FLAT AND THEN THE FLOOR CLICKED INTO ITS PROPER PLACE. CLAMPED THE FLOOR IN ALONG THE LOWER SEAM. STARTED TACKING THE PANEL IN STARTING IN THE DOOR WAY. THEN I MEASURED OUT THE OPENING TO CHECK THAT IT WAS DIMENSIONALLY CORRECT AND SQUARE. KEPT TACKING THE TOP OF THE PANEL IN TILL IT WAS ALL THE WAY AROUND. REINSTALLED THE DOORS TO CHECK THE FIT. ALL LOOKED GOOD BUT HINGES ARE WORN AT THE TOP OF BOTH DOORS CAUSING DOOR SAG THAT CAN'T BE ADJUSTED OUT. REMOVED THE DOORS AND CLEANED ALL THE WELD JOINTS WITH A BRUSH AND WIPED WITH ACETONE. STITCH WELDED IN THE PANEL AROUND THE WHOLE TOP AND DOWN BOTH SIDES OF THE FRONT PANNEL. GROUND ALL WELDS IN FRONT FLAT FOR BODYWORK. WENT UNDERNEATH AND CLEANED AND BRUSHED ALL THE BOTTOM WELD JOINTS. STITCH WELDED THE BOTTOM IN ALL THE WAY AROUND. THEN REINSTALLED THE DOORS AGAIN TO RECHECK THE FIT.			\$1,680.00
Subtotal				\$1,680.00

Complaint: R/R PASSANGER REAR FENDERETTE WITH RUBBER GASKET

Cause: Customer request

(Inspection)

Labor	Correction: CHASSIS / CHASSIS / REMOVED AND REINSTALLED ORIGINAL FENDERETTE WITH NEW GASKET. HAD TO STRAIGHTEN AND REPAIR THE PRIGNAL FENDERETTE OFF THE UNIT.			\$420.00
Subtotal				\$420.00

Complaint: R/I BOTH UPPER COMPARTMENT DOORS ON PASSANGER REAR WHEEL PANEL

Cause: Customer request

(Inspection)

Labor	CHASSIS / CHASSIS / R/I BOTH UPPER COMPARTMENT DOORS ON PASSANGER REAR WHEEL PANEL			\$140.00
Subtotal				\$140.00

Complaint: R/I RED EMERGENCY LIGHT PASSANGER REAR UPPER WHEEL PANEL

Cause: Customer request

(Inspection)

Labor	CHASSIS / CHASSIS / R/I RED EMERGENCY LIGHT PASSANGER REAR UPPER WHEEL PANEL			\$70.00
Subtotal				\$70.00

Complaint: R/R GOLD LEAF AND STRIPING AS NEEDED

Cause: Customer request

(Inspection)

Labor	Correction: CHASSIS / CHASSIS / STRIPER CAME AND STRIPED DOOR AND INSTALLED NEW GOLD LEAF.			\$280.00
Labor	GRAPHICS	1.00000	\$1,253.00	\$1,253.00
Parts	GRAPHICS	1.00000	\$245.00	\$245.00
Subtotal				\$1,778.00

Complaint: REPAIR AND REFINISH PASSANGER REAR WHEEL PANEL

Item Description	Quantity	Rate	Amount
Cause: Customer request			
(Inspection)			
Labor Correction: CHASSIS / CHASSIS / ONCE FLOOR SECTION WAS REMOVED STRAIGHTEN PANEL BY PUSHING OUT UPPER BUCKLE UNDER LIGHT AND THEN REPAIRED ALL IMPERFECTIONS WITH FILLER AND BLOCKING. TAPE UP FOR PAINT AND PAINTED.			\$1,260.00
Subtotal			\$1,260.00
Complaint: REMOVE TIRES, R/R INNER STAINLESS WHEEL WELL INSERT, INSTALL MUDFLAP			
Cause: Customer request			
(Inspection)			
Labor Correction: CHASSIS / CHASSIS / REMOVED WHEEL FOR ACCESS AND INNER PANEL FOR REPAIR, ONCE STRAIGHTENED, REINSTALLED.			\$560.00
Subtotal			\$560.00
Complaint: R/R REAR REVERSE LIGHT ASSEMBLY			
Cause: Customer request			
(Inspection)			
Labor Correction: CHASSIS / CHASSIS / REMOVED LIGHT ASSEMBLY TO MATCH UP AND ORDER. WIRED IN NEW LIGHT. INSTALLED. WORK COMPLETE			\$140.00
Parts 600 SERIES SCENE LIGHT	1.00000	\$133.62	\$133.62
Parts FITTINGS	2.00000	\$30.328	\$60.66
Parts TUBE	1.00000	\$8.50	\$8.50
Parts DIELECTRIC GREASE	1.00000	\$7.667	\$7.67
Subtotal			\$350.45
Complaint: R/l PASSANGER SIDE BEAVER TAIL EXTENSION			
Cause: Customer request			
(Inspection)			
Labor Correction: CHASSIS / CHASSIS / REMOVED AND REINSTALLED WITH NEW HARDWARE			\$140.00
Subtotal			\$140.00
Complaint: REFINISH PASSANGER SIDE BEAVER TAIL EXTENSION			
Cause: Customer request			
(Inspection)			
Labor Correction: CHASSIS / CHASSIS / REPAIRED BEAVER TAIL MOVED INTO BOOTH AND SPRAYED			\$210.00
Subtotal			\$210.00
Complaint: R/R PASSANGER REAR LOWER GRAB HANDLE			
Cause: Customer request			
(Inspection)			

3/31/22, 5:21 PM

Invoices

Quantity Rate Amount

\$70.00

Item Description

Subtotal \$70.00

Labor Correction:
CHASSIS / CHASSIS / REMOVED AND REINSTALLED

Complaint: REPAIR PASSANGER SIDE REAR INNER DOOR FRAME

Cause: Customer request

\$320.00

(Inspection)

Labor Correction:
CHASSIS / CHASSIS / STRAIGHTEN INNER DOOR FRAME ONCE DOORS WERE REMOVED AND HAD ACCESS.

Subtotal \$320.00

Complaint: REFINISH PASSANGER SIDE INNER DOOR FRAME

Cause: Customer request

\$560.00

(Inspection)

Labor Correction:
CHASSIS / CHASSIS / REFINISHED PASSANGER SIDE INNER DOOR FRAME

Subtotal \$560.00

Complaint: REALINE PASSANGER SIDE DOOR TO BODY

Cause: Customer request

\$140.00

(Inspection)

Labor Correction:
CHASSIS / CHASSIS / REALINEO BY ADJUSTING HEIGHT AND BODY ADJUSTMENT.

Subtotal \$140.00

Complaint: REPAIR D/S BEAVER TAIL PANEL

Cause: Customer request

\$280.00

(Inspection)

Labor CHASSIS / CHASSIS / REPAIR D/S BEAVER TAIL PANEL

Subtotal \$280.00

Complaint: R/R D/S REAR LOWER GRAB HANDLE

Cause: Customer request

\$70.00

(Inspection)

Labor CHASSIS / CHASSIS / R/R D/S REAR LOWER GRAB HANDLE

Subtotal \$70.00

Complaint: REPAIR D/S REAR INNER DOOR FRAME

Cause: Customer request

\$210.00

(Inspection)

Labor CHASSIS / CHASSIS / REPAIR D/S REAR INNER DOOR FRAME

Subtotal \$210.00

Complaint: REFINISH DRIVER SIDE REAR INNER DOOR FRAME

Cause: Customer request

Item Description	Quantity	Rate	Amount
(Inspection)			
Labor CHASSIS / CHASSIS / REFINISH DRIVER SIDE REAR INNER DOOR FRAME			\$300.00
		Subtotal	\$800.00
Complaint: REALINE DRIVER SIDE REAR DOOR TO FRAME			
Cause: Customer request			
(Inspection)			\$420.00
Labor Correction: CHASSIS / CHASSIS / R&I FORWARD REAR DOOR FOR REPAIRS ON PEELING PAINT ON PANEL - ONCE OFF DOOR HANDLE REMOVED AND STRIPES, BODY WORK INFECTED AREA AND PRIME.			
		Subtotal	\$420.00
Complaint: REPAIR D/S FLOOR REAR EXTINGUISHER SIDE			
Cause: Customer request			
(Inspection)			\$280.00
Labor Correction: CHASSIS / CHASSIS / REPAIRED D/S FLOOR REAR EXTINGUISHER SIDE			
		Subtotal	\$280.00
Complaint: STRAIGHTEN REAR DIAMOND PLATE PANEL			
Cause: Customer request			
(Inspection)			\$420.00
Labor Correction: CHASSIS / CHASSIS / STRAIGHTEN REAR PANEL, USED THINE TO HELP AND MOCK UP REAR BUMPER			
		Subtotal	\$420.00
Complaint: R/I DRIVER SIDE BEAVER TAIL PANEL			
Cause: Customer request			
(Inspection)			\$140.00
Labor CHASSIS / CHASSIS / R/I DRIVER SIDE BEAVER TAIL PANEL			
		Subtotal	\$140.00
Complaint: MIX COLOR TO MATCH			
Cause: Customer request			
(Inspection)			\$140.00
Labor Correction: CHASSIS / CHASSIS / SCANNED AND MIXED UP COLOR			
		Subtotal	\$140.00
Complaint: WET SAND AND POLISH ALL PAINTED SURFACES			
Cause: Customer request			
(Inspection)			\$280.00
Labor CHASSIS / CHASSIS / WET SAND AND POLISH ALL PAINTED SURFACES			
		Subtotal	\$280.00

Item Description	Quantity	Rate	Amount
Complaint: REMOVE AND STRIGHTEN HINGE TO STRAIGHTEN OYS FRONT DOOR			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$160.00
CHASSIS / CHASSIS / REMOVED THE DOORS AND THE HINGES AND BROUGHT THEM OVER TO THE VICE. MASSAGED THEM INTO BETTER SHAPE. REMOUNTED THE HINGES ON THE DOORS AND THE DOORS ON TO THE TRUCK AND GAPS LOOK WAY BETTER SO IT WAS A SUCCESS.			
			Subtotal \$160.00

Complaint: INSTALL RUB RAIL			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$80.00
CHASSIS / CHASSIS / CUT RUB RAIL DOWN TO SIZE. THEN SHEERED UP AND TAPED TWO 1/4 INCH PLATES TO CREATE MOUNT POINTS FOR THE RAIL.			
			Subtotal \$80.00

Complaint: CUST STATES LARGE WATER LEAK FROM BEHIND PUMP PANEL AREA D/S			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$4,160.00
<p>CHASSIS / CHASSIS / DRIVE TO LOCATION AFTER INITIAL REPAIRS. FOUND LARGE WATER LEAK COMING FROM UNDER PUMP AREA UPON ARRIVAL. CUSTOMER STATES TANK WAS DRAINED PRIOR TO BRINGING UNIT TO SHOP. WHEN CUSTOMER FILLED TANK AFTER PICKING UP UNIT FROM SHOP, WATER STARTED POURING FROM UNDER PUMP AREA. LOOKED FOR WATER LEAK FROM UNDER TRUCK AND FOUND WATER POURING FROM TANK TO PUMP HOSE WHERE IT ATTACHES TO TANK. I COULD NOT GAIN ACCESS TO HOSE FROM UNDER TRUCK FOR EXACT DIAGNOSES.</p> <p>TRUCK WILL NEED TO BE BROUGHT TO SHOP FOR REPAIR. TRUCK BROUGHT TO OUR SHOP.</p> <p>BRING TO HYDRANT AND FILL PUT UNIT ON LIFTS AND FOUND TANK PIPE LEAKING. REMOVE INTAKE VALVE TO GAIN ACCESS TO PIPING AND REMOVE TANK TO PUMP PIPE FOUND PIPE DAMAGED.</p> <p>THE REAR END COLLISION HAD CAUSED THE WATER TANK TO PUSH INTO THE INPUT, AND BENT THE TOP OF THE INPUT TO WATER TANK.</p> <p>TO ACCESS THIS INPUT A LOT OF HARDWARE WAS NEEDED TO BE REMOVED. IT WAS IN A TIGHT LOCATION THAT REQUIRED A SPECIFIC SIZED TECHNICIAN TO ACCESS.</p> <p>INSTALL PIPE USING SEALENT SECURE PIPING AND REINSTALL ALL REMOVED COMPONENTS. BRING TO HYDRANT AND FILL UNIT CHECKING FOR LEAKS. THIS UNIT HAS SEVERAL LEAKS. THE TANK TO PUMP CALVE IS LEAKING AT SEAL VIC SLIGHTLY AND EVERY VALVE ON TRUCK LEAKS BY.</p>			

Parts KIT BEARINGS	1.00000	\$14.416	\$14.42
			Subtotal \$4,174.42

Complaint: REINSTALL OUTLET COVER CORRECTLY IN L5
Cause: Customer request

Item Description	Quantity	Rate	Amount
(Inspection)			
Labor Correction: CHASSIS / CHASSIS / DUE TO REAR END COLLISON, THE L5 COMPARTMENT			\$400.00
<p>THE OUTLET COVER WAS COMPLETELY ROTTED OUT AND RUSTED. THE SCREWS ARE STRIPED OUT, A NEW MOUNTING METHOD NEEDED TO BE PERFORMED. WAS ABLE TO REMOVE THE COVER AND RE-SECURED IT TO THE WALL, REASSEMBLED THE FRONT COVER WORK COMPLETED.</p>			
Subtotal			\$400.00

Unit: 216 VIN: 4Z3AAACG62RJ68342
2002 American LaFrance Eagle
CHASSIS: 45,387 Miles

Labor	\$26,823.00
Parts	\$11,190.16
Shop Supplies	\$500.00
Pre Tax Total	\$38,513.16
Islandia, NY (8.6250% of \$0.00)	\$0.00
Total	\$38,513.16
Payments & Credits	\$0.00
Balance Due	\$38,513.16

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

To: Mayor Robert T. Kennedy

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

Date: August 14, 2023

RE: EMERGENCY REPAIR TO UNIT 216

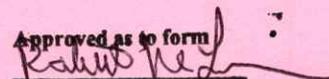
On August 10th, 2021, Freeport Fire Department Unit 216 was rear ended in an accident with a civilian vehicle. Unit 216 is a 2002 American LaFrance pumper utilized by Freeport Engine Company. The repairs needed by the unit involved extensive body work as well as straightening of the chassis and frame. The damage was extensive enough to make the unit inoperable. Unit 216 is a first line piece of equipment utilized by the Fire Department and it's use and operation is considered critical to the operations of the Fire Department. The needed repairs would be considered a safety issue for residents and therefore the need to make the repair was considered an emergency.

Hendrickson Fire Rescue, 140 Hoffman Lane, Islandia, N.Y. 11749 was utilized on an emergency basis to make the repairs. Hendrickson is an authorized insurance repair facility for emergency response equipment. The cost for the repair was \$38,513.16. This is based on a detailed accounting of their time spent on the work as well as for materials (see attached). We received \$20,479.88 from the drivers insurance company and the Village is pursuing the owner of the vehicle for the remaining balance of \$18,033.28.

It is therefore requested that the Village Comptroller create an account in the Village budget line, Garage Contractual (A164004), for unanticipated expenses. It is also requested that the Board of Trustees retroactively approve the emergency repair of Freeport Fire Department Unit 216 by Hendrickson Fire Rescue, 140 Hoffman Lane, Islandia, N.Y. 11749 for a total cost of \$38,513.16.



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

Approved as to form

Deputy Village Attorney

Encl.

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

WHEREAS, on August 10th, 2021, Freeport Fire Department Unit 216 was rear ended in an accident with a civilian vehicle; and

WHEREAS, Unit 216 is a 2002 American LaFrance pumper utilized by Freeport Engine Company; and

WHEREAS, the damage was extensive enough to make the unit inoperable; Unit 216 is a first-line piece of equipment utilized by the Fire Department and its use and operation is considered critical to the operations of the Fire Department; and

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

WHEREAS, Hendrickson Fire Rescue, 140 Hoffman Lane, Islandia, NY 11749, an authorized insurance repair facility for emergency response equipment, made the repair for a total cost of \$38,513.16; and

WHEREAS, the Village received \$20,479.88 from the driver's insurance company and the Village is pursuing the owner of the vehicle for the remaining balance of \$18,033.28; and

WHEREAS, the cost of repair will be charged to the Village budget line, Garage Contractual (A164004), for unanticipated expenses; and

NOW THEREFORE BE IT RESOLVED, that based upon a recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to retroactively approve the emergency repair with Hendrickson Fire Rescue, 140 Hoffman Lane, Islandia, NY 11749, for a total cost of \$38,513.16.

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

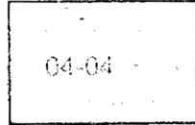
Deputy Village Attorney

Hendrickson (Registered No: 7045034)
140 Hoffman Lane
ISLANDIA, NY 11749
service@hendricksontruck.com
631-424-8354



Invoice: 3484
Date: 3/31/2022

Bill To
FREEPORT FD



P: (516) 680-1801

Remit Payment To
Hendrickson Fire Rescue Equipment.
140 Hoffman Lane
ISLANDIA, NY 11749

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
2586	Net 30	4/30/2022	MEGAN MARTINEZ		Bender, Chris	215

Item Description

Quantity Rate Amount

Complaint: R&R REAR BUMPER WITH A NEW BUMPER

Cause: CUSTOMER REQUEST

Labor Correction:

\$1,120.00

BODY & PAINT / VEHICLE / QUALITY-CHECKED THE NEW BUMPER TO THE OLD ONE TO MAKE SURE IT WAS MADE CORRECTLY, THE THREE-LIGHT HOLES WERE MEASURED AND CUT OUT CORRECTLY. INSTALLED NEW BUMPER. WELDED IN BUSTIN DECKING. SECURED. REPAIRS COMPLETE.

Parts	REAR BUMPER WITHOUT BUSTIN DECKING	1.00000	\$4,898.00	\$4,898.00
Parts	FREIGHT / SHIPPING *****USE FOR ALL FREIGHT***	1.00000	\$85.00	\$85.00
Parts	BUSTIN DECKING	1.00000	\$368.25	\$368.25
Parts	FREIGHT / SHIPPING *****USE FOR ALL FREIGHT***	1.00000	\$325.00	\$325.00
			Subtotal	\$6,796.25

Complaint: R&R REAR HOSE REEL, DROP HOSE REEL AND LOWER REAR COVER, INSTALL NEW COVER. STRAIGHTEN UPPER SUPPORTS AFTER RAIL IS REMOVED - INSTALL NEW HOSE ON REEL

Cause: CUSTOMER REQUEST

Item	Description	Quantity	Rate	Amount
Labor	<p>Correction:</p> <p>CHASSIS / CHASSIS / BEGAN REMOVING THE HOSE REEL BY DETACHING THE WATER SUPPLY LINES, DISCONNECTED THE ELECTRICAL WIRING FROM THE HOSE MOTOR, USING A JACK TO SUPPORT THE WEIGHT OF THE HOSE BED, UNBOLTED THE MULTIPLE MOUNTING POINTS, AFTER THE REEL WAS FREE I LOWERED IT DOWN OUT OF THE TRUCK, WITH THE HELP OF ANOTHER TECHNICIAN, PUSHED THE HOSE REEL ASSEMBLY OUTSIDE, ATTACHED A CHAIN, UNBOLTED IT FROM THE MOUNTING POINTS, LIFTED UP AND OUT OF THE BOX WITH THE FORKLIFT, SET THE BOX ASIDE AND HOSE REEL ON A PALLET, WITH THE TRUCK STILL ON JACKS, REMOVED THE HOSE ROLLERS ON THE REAR OF THE BODY IN ORDER TO STRAIGHTEN THE REST OF THE STEEL PANELS.</p> <p>WITH THE CORRECT HOSE REEL, BROUGHT THE TRUCK INTO THE SHOP AN SET UP ON LIFTS, LIFTED THE TRUCK AND POSITIONED THE NEW HOSE REAL BEHIND THE VEHICLE, REMOVED THE NEW REEL FROM PALLET, DRAGGED OVER THE STEEL BOX THE REEL SITS IN, USED THE FORKLIFT TO RAISE THE REEL INTO THE AIR, LIFTED BOTH BOX AND REEL ONTO THE TRANSMISSION JACK, ROLLED THE REEL ASSEMBLY UNDER THE TRUCK, LIFTED IT INTO POSITION IN THE FRAME.</p> <p>HAD TO SHIFT THE NEW REEL OVER A LITTLE BIT IN ORDER TO USE EXISTING CUT OUT HOLES ON THE BACK WALL, MARKED THE NEW HOSE REEL MOUNTING POINTS ON THE FLOOR OF THE BOX, LOWERED THE ENTIRE ASSEMBLY BACK DOWN OUT OF THE FRAME, LIFTED THE REEL UP AN OUT OF THE BOX, DRILLED PILOT HOLES BEFORE BORING OUT 5/16TH BOLT HOLES, WITH HOLES DRILLED MOUNTED THE HOSE REEL DOWN INTO THE BOX.</p> <p>WITH THE ASSEMBLY STILL ON THE TRANSMISSION JACK LIFTED IT BACK UP INTO PLACE AND MOUNTED IT UP INTO THE FRAME AREA, TIGHTENED ALL MOUNTING HARDWARE AN BUMPER BOLTS BACK INTO PLACE.</p> <p>MOVED ONTO WIRING THE REEL INTO THE TRUCK, REMOVED THE OLD CORRODED CABLE ENDS USED NEW CONNECTORS AND HEAT SHRINK, BOLTED IN THE SWITCH AN REEL CONTROLLER.</p> <p>BROUGHT THE OLD REEL OVER TO THE TRUCK, UNRAVELED THE HOSE OFF THE OLD REEL, FED TE HOSE ONTO THE NEW REEL IN THE TRUCK, TIGHTENED THE FITTINGS FOR THE HOSES, REATTACHED THE WATER NOZZLE ON THE END OF THE HOSE, STOWED THE HOSE.</p> <p>AFTER GETTING ALL THE WATER SUPPLY HOSE AN FITTINGS IN, INSTALLED THE LINE, WITH ALL THE FITTINGS AN AUTO DRAIN SYSTEM, CLAMPED THE HOSE DOWN SO IT DIDN'T MOVE.</p> <p>INSTALL COMPLETE.</p>			\$2,100.00
Parts	HANNAY HOSE REEL	1.00000	\$2,250.00	\$2,250.00
Parts	FREIGHT / SHIPPING *****USE FOR ALL FREIGHT***	1.00000	\$275.00	\$275.00
Parts	ousnngs / HOSE ROLLERS	2.00000	\$380.00	\$760.00
Parts	HOSE REEL HOSE	1.00000	\$1,470.00	\$1,470.00
Parts	BOLTS MISC HARDWARE	10.00000	\$1.50	\$15.00
			Subtotal	\$6,870.00
	Complaint: HEAVY PULL RIGHT REAR BODY			
	Cause: Customer request			
Labor	BODY & PAINT / VEHICLE / HEAVY PULL RIGHT REAR BODY			\$2,100.00
Parts	PRESSURE PROTECTION VALVE	1.00000	\$84.592	\$84.59
			Subtotal	\$2,184.59
	Complaint: HEAVY PULL RIGHT REAR BODY			

Item Description	Quantity	Rate	Amount
Cause: Customer request			
Labor Correction: BODY & PAINT / VEHICLE / HEAVY PULL LEFT REAR BODY BY PUSHING AND CUTTING OUT STRESS SECTION MAKING MEASUREMENTS ALONG THE WAY FOR FIT.			\$2,100.00
		Subtotal	\$2,100.00
Complaint: REALIGN TWO BEAVER TAIL SIDE DOORS			
Cause: Customer request			
Labor BODY & PAINT / VEHICLE / REALIGN TWO BEAVER TAIL SIDE DOORS			\$640.00
		Subtotal	\$640.00
Complaint: READJUST FOUR REAR BODY DOORS RIGHT & LEFT SIDES. REALIGN ALL DOOR HANDLES & RE-ADJUST HINGES			
Cause: Customer request			
Labor Correction: BODY & PAINT / VEHICLE / REMOVED THE DENTED LEFT SIDE DOOR AND BROUGHT IT OVER TO THE WELD BENCH. THEN CLAMPED IT DOWN AND USED CLAMPS AND BLOCKS TO BEND THE DOOR STRAIT AGAIN. THEN SLOTTED OUT THE HOLES ON THE HINGE THAT WEREN'T SLOTTED YET. NOTICED THAT THE WELDS ON THE INSIDE DOOR SKIN WERE BROKEN IN SEVERAL PLACES. SO CLEANED THEM UP AND RE WELDED THEM. THEN REINSTALLED THE DOOR AND ADJUSTED THE HINGES A LOT TO GET THE DOOR CLOSING EVENLY. LOCKED THE DOOR IN PLACE. SPACED THE DOOR AJAR SENSOR BACK 3/32 TO COMPENSATE FOR THE LARGE ADJUSTMENT I MADE AT THE HINGE.			\$800.00
		Subtotal	\$800.00
Complaint: STRAIGHTEN LOWER BODY LIP FORWARD OF REAR BUMPER			
Cause: Customer request			
Labor Correction: BODY & PAINT / VEHICLE / USING A HAMMER AND DOLLY I REMOVED THE DENTS FROM THE REAR LOWER PANEL. MADE REPAIRS TO REAR LOWER PANEL CAUSED BY WELDING IN FLOOR.			\$640.00
		Subtotal	\$640.00
Complaint: MAKE UP HOSE REEL BOX			
Cause: Customer request			
(Inspection)			
Labor Correction: CHASSIS / CHASSIS / USING A HAMMER AND DOLLY WORKED THE WAVY AREA AROUND THE SMALL CUTOUT AS FLAT AS POSSIBLE. THEN MADE A RELIEF TO ALLOW MATERIAL TO LAY FLAT. CLEANED THE CUT AREA AND WELDED IT BACK UP. DRESSED THE WELD AND POLISHED IT TO MATCH SURROUNDING METAL. HAMMER AND DOLLIED IT SOME MORE TO GET IT LITTLE STRAITER. BLOCKED THE BOX UNDER THE SHEER TABLE TO PREVENT THE BOX LIFTING WHILE PUSHING THE DENTED SIDE BACK OUT USING PORTA POWER. USING THE PORTA POWER, PUSHED OUT THE FENDER, PUSHED IN SIDE PANEL. WORKED THE EDGES WITH A DOLLY AND HAMMER AT SAME TIME AND GOT SIDE TO GO BACK TO ORIGINAL POSITION.			\$0.00
		Subtotal	\$0.00

Inspection

Item Description	Quantity	Rate	Amount
Labor ENTER ODOMETER MILEAGE IN FULLBAY			\$0.00
Subtotal			\$0.00

PM: QC ALL COMPLAINTS

Cause: Customer request

(PM)

Labor Correction: CHASSIS / CHASSIS / QC-PASSES.			\$0.00
Subtotal			\$0.00

PM: WASH VEHICLE PRIOR TO RETURN

Cause: Customer request

(PM)

Labor Correction: CHASSIS / CHASSIS / WASHED VEHICLE WITH PRESSURE WASH AND FOAM CANNON. WASH COMPLETE.			\$0.00
Subtotal			\$0.00

Complaint: DRIVER SIDE REAR DOOR STRAIGHTEN AND ADJUST

Cause: Customer request

(Inspection)

Labor Correction: CHASSIS / CHASSIS / LOOSENED THE HINGES AND ADJUSTED THE DOOR TO CLOSE EVENLY. LOCKED THE HINGE BACK IN PLACE. REMOVED THE BENT LOCKING LEVER FROM THE LATCH AND STRAITENED IT. THEN REINSTALLED IT AND CHECKED DOOR LATCH FEEL. MADE SEVERAL ADJUSTMENTS TO THE ANGLE OF THE LOCKING LEVER TO GET IT CLOSING CORRECTLY THEN LOCTITE THE ADJUSTMENT NUT.			\$0.00
Subtotal			\$0.00

Complaint: REINSTALL REEL BOX

Cause: Customer request

(Inspection)

Labor Correction: CHASSIS / CHASSIS / REINSTALLED HOSE REEL AND REASSEMBLE. INSTALL OLD HOSE, SECURE AND CHECK			\$0.00
Subtotal			\$0.00

Complaint: STRAIGHTEN ALL LIPS AROUND 2 REAR DOORS

Cause: Customer request

(Inspection)

Labor Correction: CHASSIS / CHASSIS / USING A HAMMER AND DOLLY STRAITENED THE BUCKLE IN THE DOOR FRAME ON THE PASS SIDE. THEN ON THE DRIVER SIDE USED THE PORTA POWER TO PRESS SOME OF THE OIL CAN OUT OF THE COMPARTMENT FLOOR. PRESSED THE CURVE OUT OF THE BUCKLED LIP AT SAME TIME HAMMER AND DOLLIED THE BUCKLE OUT. THEY WERE TIED TOGETHER.			\$0.00
Subtotal			\$0.00

Complaint: INSTALL BUSTA-DECKING AND REAR BUMPER EXTENSION AND TRANSFER LIGHTS OVER

Item Description	Quantity	Rate	Amount
Cause: Customer request			
(inspection)			
Labor Correction:			\$700.00
<p>CHASSIS / CHASSIS / USING A GRINDER CUT BACK THE EDGES OF THE SUPPORT BRACKETS TO FULL OPENING SIZE SO DECKING CAN FIT IN. THEN DEBURRED THE EDGES. GROUND DOWN THE NUBS ON THE OUTSIDE OF THE DECKING ON ONE SIDE AND WELDED THEM SO OUTSIDE STRAPS WON'T FALL OFF. THEN GROUND WELDS SMOOTH SO IT WILL FIT IN CUTOUT. FLIPPED IT OVER AND STARTED GRINDING NUBS OFF OTHER SIDE AND THEN BEGAN WELDING THEM UP. FINISHED WELDING THE ENDS OF THE DECKING AND GRINDING THEM FLUSH. INSERTED THE DECKING IN THE REAR BUMPER.</p> <p>FLIPPED IT OVER AND CLEANED EVERYWHERE WELDING NEEDED. STITCH WELDED IT IN FULLY. REMOVED THE LIGHTS AND BACK UP BEEPER FROM THE OLD BUMPER. THE LIGHT WAS TRASHED SO GOT A NEW ONE, THEN OPENED UP THE HOLES THAT THE LIGHTS GO THROUGH IN THE REAR CAUSE THEY WERE CUT AT 1" INSTEAD OF 2". MADE A SPACER TO GET THE LIGHTS TO SIT IN HOLES NICELY. DRILLED THE MOUNT HOLES AND MOUNTED IT UP. LAYED OUT THE MOUNT HOLES FOR THE BACK UP BEEPER AND DRILLED THEM.</p> <p>BOLTED ON THE BEEPER WITH SOME STAINLESS HARDWARE. POPPED IN SOME NEW GROUND LIGHTS IN ON BOTH SIDES.</p>			
Parts 6 INCH	1.00000	\$42.636	\$42.64
Parts B/U.6 DIO	2.00000	\$73.406	\$146.81
		Subtotal	\$889.45

Complaint: INSTALL NEW HOSE ON REEL

Cause: Customer request

(inspection)

Labor Correction:			\$280.00
CHASSIS / CHASSIS / INSTALL OLD HOSE ONTO REEL, NEW HOSE ON BACK ORDER			
		Subtotal	\$280.00

Complaint: STRAIGHTEN HOSE REEL SUPPORT COVER

Cause: Customer request

(inspection)

Labor CHASSIS / CHASSIS / STRAIGHTEN HOSE REEL SUPPORT COVER			\$980.00
		Subtotal	\$980.00

Complaint: WIRE IN HOSE REEL MOTOR

Cause: Customer request

(inspection)

Labor Correction:			\$280.00
CHASSIS / CHASSIS / INSTALL ROLLER ON REAR OF UNIT			
		Subtotal	\$280.00

Complaint: OUTGOUNDENTED STAINLESS STEEL DOOR FLOORING, STRAIGHTEN OUT WITH PORTA-POWER, FABRICATE FLOORING, WELD FLOORING IN, METAL FINISH THE WELDED WORK

Cause: Customer request

(inspection)

Item	Description	Quantity	Rate	Amount
Labor	Correction: CHASSIS / CHASSIS / TOOK THE FLOOR PANEL BACK TO THE WELD BENCH AND FILLED THE CUTS THAT COULD TO MAKE IT FASTER THAN DOING IT ON TRUCK. THEN GROUND WELDS FLAT AND FINISHED THEM. STARTED FITTING THE FLOOR BACK INTO THE TRUCK. PUT THE FLOOR IN THE TRUCK AND IT WASN'T SITTING CORRECTLY DUE TO SOME MORE DAMAGE IN THE ACCIDENT AREA THAT WAS PREVENTING IT FROM MOVING INTO ITS PROPER PLACE SO HAMMERED THE PANEL FLAT AND THEN THE FLOOR CLICKED INTO ITS PROPER PLACE. CLAMPED THE FLOOR IN ALONG THE LOWER SEAM. STARTED TACKING THE PANEL IN STARTING IN THE DOOR WAY. THEN I MEASURED OUT THE OPENING TO CHECK THAT IT WAS DIMENSIONALLY CORRECT AND SQUARE. KEPT TACKING THE TOP OF THE PANEL IN TILL IT WAS ALL THE WAY AROUND. REINSTALLED THE DOORS TO CHECK THE FIT. ALL LOOKED GOOD BUT HINGES ARE WORN AT THE TOP OF BOTH DOORS CAUSING DOOR SAG THAT CAN'T BE ADJUSTED OUT, REMOVED THE DOORS AND CLEANED ALL THE WELD JOINTS WITH A BRUSH AND WIPED WITH ACETONE. STITCH WELDED IN THE PANEL AROUND THE WHOLE TOP AND DOWN BOTH SIDES OF THE FRONT PANNEL. GROUND ALL WELDS IN FRONT FLAT FOR BODYWORK. WENT UNDERNEATH AND CLEANED AND BRUSHED ALL THE BOTTOM WELD JOINTS. STITCH WELDED THE BOTTOM IN ALL THE WAY AROUND. THEN REINSTALLED THE DOORS AGAIN TO RECHECK THE FIT.			\$1,680.00
				Subtotal \$1,680.00

Complaint: R/R PASSANGER REAR FENDERETTE WITH RUBBER GASKET

Cause: Customer request

(Inspection)

Labor	Correction: CHASSIS / CHASSIS / REMOVED AND REINSTALLED ORIGINAL FENDERETTE WITH NEW GASKET. HAD TO STRAIGHTEN AND REPAIR THE PRIGINAL FENDERETTE OFF THE UNIT.			\$420.00
				Subtotal \$420.00

Complaint: R/I BOTH UPPER COMPARTMENT DOORS ON PASSANGER REAR WHEEL PANEL

Cause: Customer request

(Inspection)

Labor	CHASSIS / CHASSIS / R/I BOTH UPPER COMPARTMENT DOORS ON PASSANGER REAR WHEEL PANEL			\$140.00
				Subtotal \$140.00

Complaint: R/I RED EMERGENCY LIGHT PASSANGER REAR UPPER WHEEL PANEL

Cause: Customer request

(Inspection)

Labor	CHASSIS / CHASSIS / R/I RED EMERGENCY LIGHT PASSANGER REAR UPPER WHEEL PANEL			\$70.00
				Subtotal \$70.00

Complaint: R/R GOLD LEAF AND STRIPING AS NEEDED

Cause: Customer request

(Inspection)

Labor	Correction: CHASSIS / CHASSIS / STRIPER CAME AND STRIPED DOOR AND INSTALLED NEW GOLD LEAF.			\$280.00
Labor	GRAPHICS	1.00000	\$1,253.00	\$1,253.00
Parts	GRAPHICS	1.00000	\$245.00	\$245.00
				Subtotal \$1,778.00

Complaint: REPAIR AND REFINISH PASSANGER REAR WHEEL PANEL

Item Description	Quantity	Rate	Amount
Cause: Customer request			
(Inspection)			
Labor Correction:			\$1,260.00
CHASSIS / CHASSIS / ONCE FLOOR SECTION WAS REMOVED STRAIGHTEN PANEL BY PUSHING OUT UPPER BUCKLE UNDER LIGHT AND THEN REPAIRED ALL IMPERFECTIONS WITH FILLER AND BLOCKING. TAPE UP FOR PAINT AND PAINTED.			
Subtotal			\$1,260.00
Complaint: REMOVE TIRES, R/R INNER STAINLESS WHEEL WELL INSERT, INSTALL MUDFLAP			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$560.00
CHASSIS / CHASSIS / REMOVED WHEEL FOR ACCESS AND INNER PANEL FOR REPAIR, ONCE STRAIGHTENED, REINSTALLED.			
Subtotal			\$560.00
Complaint: R/R REAR REVERSE LIGHT ASSEMBLY			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$140.00
CHASSIS / CHASSIS / REMOVED LIGHT ASSEMBLY TO MATCH UP AND ORDER. WIRED IN NEW LIGHT. INSTALLED. WORK COMPLETE			
Parts 600 SERIES SCENE LIGHT	1.00000	\$133.62	\$133.62
Parts FITTINGS	2.00000	\$30.328	\$60.66
Parts TUBE	1.00000	\$8.50	\$8.50
Parts DIELECTRIC GREASE	1.00000	\$7.667	\$7.67
Subtotal			\$360.45
Complaint: R/R PASSANGER SIDE BEAVER TAIL EXTENSION			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$140.00
CHASSIS / CHASSIS / REMOVED AND REINSTALLED WITH NEW HARDWARE			
Subtotal			\$140.00
Complaint: REFINISH PASSANGER SIDE BEAVER TAIL EXTENSION			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$210.00
CHASSIS / CHASSIS / REPAIRED BEAVER TAIL MOVED INTO BOOTH AND SPRAYED			
Subtotal			\$210.00
Complaint: R/R PASSANGER REAR LOWER GRAB HANDLE			
Cause: Customer request			
(Inspection)			

3/31/22, 5:21 PM

Invoices

Quantity Rate Amount

Item Description
Labor Correction:
CHASSIS / CHASSIS / REMOVED AND REINSTALLED

\$70.00
Subtotal \$70.00

Complaint: REPAIR PASSANGER SIDE REAR INNER DOOR FRAME

Cause: Customer request
(Inspection)

\$320.00

Labor Correction:
CHASSIS / CHASSIS / STRAIGHTEN INNER DOOR FRAME ONCE DOORS WERE REMOVED AND HAD ACCESS.

Subtotal \$320.00

Complaint: REFINISH PASSANGER SIDE INNER DOOR FRAME

Cause: Customer request
(Inspection)

\$560.00

Labor Correction:
CHASSIS / CHASSIS / REFINISHED PASSANGER SIDE INNER DOOR FRAME

Subtotal \$560.00

Complaint: REALINE PASSANGER SIDE DOOR TO BODY

Cause: Customer request
(Inspection)

\$140.00

Labor Correction:
CHASSIS / CHASSIS / REALINED BY ADJUSTING HEIGHT AND BODY ADJUSTMENT.

Subtotal \$140.00

Complaint: REPAIR D/S BEAVER TAIL PANEL

Cause: Customer request
(Inspection)

\$280.00

Labor CHASSIS / CHASSIS / REPAIR D/S BEAVER TAIL PANEL

Subtotal \$280.00

Complaint: R/R D/S REAR LOWER GRAB HANDLE

Cause: Customer request
(Inspection)

\$70.00

Labor CHASSIS / CHASSIS / R/R D/S REAR LOWER GRAB HANDLE

Subtotal \$70.00

Complaint: REPAIR D/S REAR INNER DOOR FRAME

Cause: Customer request
(Inspection)

\$210.00

Labor CHASSIS / CHASSIS / REPAIR D/S REAR INNER DOOR FRAME

Subtotal \$210.00

Complaint: REFINISH DRIVER SIDE REAR INNER DOOR FRAME

Cause: Customer request

Item Description	Quantity	Rate	Amount
(Inspection)			
Labor CHASSIS / CHASSIS / REFINISH DRIVER SIDE REAR INNER DOOR FRAME			\$300.00
		Subtotal	\$300.00

Complaint: REALINE DRIVER SIDE REAR DOOR TO FRAME

Cause: Customer request

(Inspection)

Labor Correction:
 CHASSIS / CHASSIS / R&I FORWARD REAR DOOR FOR REPAIRS ON PEELING PAINT ON PANEL -
 ONCE OFF DOOR HANDLE REMOVED AND STRIPES, BODY WORK INFECTED AREA AND PRIME.

\$420.00

Subtotal \$420.00

Complaint: REPAIR D/S FLOOR REAR EXTINGUISHER SIDE

Cause: Customer request

(Inspection)

Labor Correction:
 CHASSIS / CHASSIS / REPAIRED D/S FLOOR REAR EXTINGUISHER SIDE

\$280.00

Subtotal \$280.00

Complaint: STRAIGHTEN REAR DIAMOND PLATE PANEL

Cause: Customer request

(Inspection)

Labor Correction:
 CHASSIS / CHASSIS / STRAIGHTEN REAR PANEL, USED THINE TO HELP AND MOCK UP REAR
 BUMPER

\$420.00

Subtotal \$420.00

Complaint: R/I DRIVER SIDE BEAVER TAIL PANEL

Cause: Customer request

(Inspection)

Labor CHASSIS / CHASSIS / R/I DRIVER SIDE BEAVER TAIL PANEL

\$140.00

Subtotal \$140.00

Complaint: MIX COLOR TO MATCH

Cause: Customer request

(Inspection)

Labor Correction:
 CHASSIS / CHASSIS / SCANNED AND MIXED UP COLOR

\$140.00

Subtotal \$140.00

Complaint: WET SAND AND POLISH ALL PAINTED SURFACES

Cause: Customer request

(Inspection)

Labor CHASSIS / CHASSIS / WET SAND AND POLISH ALL PAINTED SURFACES

\$280.00

Subtotal \$280.00

Item Description	Quantity	Rate	Amount
Complaint: REMOVE AND STRIGHTEN HINGE TO STRAIGHTEN O/S FRONT DOOR			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$160.00
CHASSIS / CHASSIS / REMOVED THE DOORS AND THE HINGES AND BROUGHT THEM OVER TO THE VICE. MASSAGED THEM INTO BETTER SHAPE. REMOUNTED THE HINGES ON THE DOORS AND THE DOORS ON TO THE TRUCK AND GAPS LOOK WAY BETTER SO IT WAS A SUCCESS.			
		Subtotal	\$160.00

Complaint: INSTALL RUB RAIL			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$80.00
CHASSIS / CHASSIS / CUT RUB RAIL DOWN TO SIZE. THEN SHEERED UP AND TAPED TWO 1/4 INCH PLATES TO CREATE MOUNT POINTS FOR THE RAIL.			
		Subtotal	\$80.00

Complaint: CUST STATES LARGE WATER LEAK FROM BEHIND PUMP PANEL AREA D/S			
Cause: Customer request			
(Inspection)			
Labor Correction:			\$4,160.00
<p>CHASSIS / CHASSIS / DRIVE TO LOCATION AFTER INITIAL REPAIRS. FOUND LARGE WATER LEAK COMING FROM UNDER PUMP AREA UPON ARRIVAL. CUSTOMER STATES TANK WAS DRAINED PRIOR TO BRINGING UNIT TO SHOP. WHEN CUSTOMER FILLED TANK AFTER PICKING UP UNIT FROM SHOP, WATER STARTED POURING FROM UNDER PUMP AREA. LOOKED FOR WATER LEAK FROM UNDER TRUCK AND FOUND WATER POURING FROM TANK TO PUMP HOSE WHERE IT ATTACHES TO TANK. I COULD NOT GAIN ACCESS TO HOSE FROM UNDER TRUCK FOR EXACT DIAGNOSES.</p> <p>TRUCK WILL NEED TO BE BROUGHT TO SHOP FOR REPAIR. TRUCK BROUGHT TO OUR SHOP.</p> <p>BRING TO HYDRANT AND FILL PUT UNIT ON LIFTS AND FOUND TANK PIPE LEAKING. REMOVE INTAKE VALVE TO GAIN ACCESS TO PIPING AND REMOVE TANK TO PUMP PIPE FOUND PIPE DAMAGED.</p> <p>THE REAR END COLLISION HAD CAUSED THE WATER TANK TO PUSH INTO THE INPUT, AND BENT THE TOP OF THE INPUT TO WATER TANK.</p> <p>TO ACCESS THIS INPUT A LOT OF HARDWARE WAS NEEDED TO BE REMOVED. IT WAS IN A TIGHT LOCATION THAT REQUIRED A SPECIFIC SIZED TECHNICIAN TO ACCESS.</p> <p>INSTALL PIPE USING SEALANT SECURE PIPING AND REINSTALL ALL REMOVED COMPONENTS. BRING TO HYDRANT AND FILL UNIT CHECKING FOR LEAKS THIS UNIT HAS SEVERAL LEAKS. THE TANK TO PUMP CALVE IS LEAKING AT SEAL VIC SLIGHTLY AND EVERY VALVE ON TRUCK LEAKS BY.</p>			
Parts	KIT BEARINGS	1.00000	\$14.42
			\$14.42
		Subtotal	\$4,174.42

Complaint: REINSTALL OUTLET COVER CORRECTLY IN L5
Cause: Customer request

Item Description (Inspection)	Quantity	Rate	Amount
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<p>Labor Correction: CHASSIS / CHASSIS / DUE TO REAR END COLLISON, THE L5 COMPARTMENT</p>			\$400.00
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THE OUTLET COVER WAS COMPLETELY ROTTED OUT AND RUSTED. THE SCREWS ARE STRIPED OUT,
 A NEW MOUNTING METHOD NEEDED TO BE PERFORMED.
 WAS ABLE TO REMOVE THE COVER AND RE-SECURED IT TO THE WALL, REASSEMBLED THE FRONT COVER WORK COMPLETED.

Subtotal \$400.00

Unit: 216 VIN: 4Z3AAACG62RJ68342
 2002 American LaFrance Eagle
CHASSIS: 45,387 Miles

Labor \$26,823.00

Parts \$11,190.16

Shop Supplies \$500.00

Pre Tax Total \$38,513.16

Islandia, NY (8.6250% of \$0.00) \$0.00

Total \$38,513.16

Payments & Credits \$0.00

Balance Due \$38,513.16

VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: August 16, 2023

RE: Parking Meter Zone on Broadway from Commercial Street to Mount Avenue

We have received a request to install parking meters on Broadway between Commercial Street and Mount Avenue. We have reviewed this request and find the restrictions to be warranted:

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

Sec. 76. Parking meter zones.

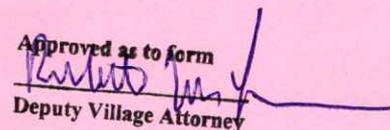
The following named and described areas, streets or portions of streets and such other areas, streets or portions of streets as may hereafter be included by resolution of the Board of Trustees shall constitute a parking meter zone:

ADD

Broadway, south side, between Commercial Street and Mount Avenue



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

Approved as to form

Deputy Village Attorney

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

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

Sec. 76. Parking meter zones.

The following named and described areas, streets or portions of streets and such other areas, streets or portions of streets as may hereafter be included by resolution of the Board of Trustees shall constitute a parking meter zone:

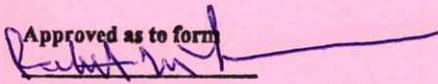
ADD

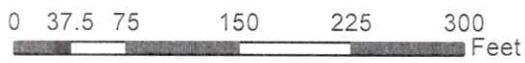
Broadway, south side, between Commercial Street and Mount Avenue

The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 28th day of August 2023.

Approved as to form

Deputy Village Attorney



PROPOSED PARKING METER ZONE
ON BROADWAY



VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: August 8, 2023

RE: Parking Restrictions on S. Main Street at Mill Road

We have petitioned Nassau County to modify the northbound lanes at the above-referenced intersection. This request requires the removal of some on-street parking to make room for the extended lanes.

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

Sec. 46. No stopping or standing at any time unless otherwise indicated.

REMOVE

Main Street, South, east side, beginning at the southerly curblineline of Mill Road for a distance of 280 feet south.

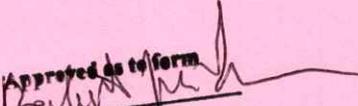
ADD

Main Street, South, east side, beginning at the southerly curblineline of Mill Road for a distance of 500 feet south.


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

c.

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


Approved as to form
Deputy Village Attorney

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

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

Sec. 46. No stopping or standing at any time unless otherwise indicated.

REMOVE

Main Street, South, east side, beginning at the southerly curblineline of Mill Road for a distance of 280 feet south.

ADD

Main Street, South, east side, beginning at the southerly curblineline of Mill Road for a distance of 500 feet south.

The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 28th day of August 2023.

[Handwritten Signature]
Deputy Village Attorney

Proposed No Stopping or Standing Any Time

East side of S. Main Street, beginning at the southerly curbline of Mill Road and continuing for 500' in a southerly direction.

Legend

 Proposed Restrictions



INCORPORATED VILLAGE OF FREEPORT
WATER DEPARTMENT
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: August 18, 2023

RE: EMERGENCY SEWER MAIN REPAIR – ARTHUR STREET

On or around July 5th, 2023 the Village experienced a sewer backup on Arthur Street. The Sewer Department responded to the backup but was unable to clear the blockage as they were encountering sand and soil in the pipe indicating that the pipe was collapsed. Sewage was backing up in the adjacent manholes and it was determined that there was likelihood for raw sewage to back up into the streets. This would be considered a health and safety issue for residents and therefore the need to make the repair was considered an emergency.

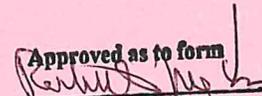
Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York was called in on an emergency basis to make the repairs. Bancker Construction has completed the repair to the sewer main. The cost for the repair was \$210,942.35. This is based on a detailed accounting of their time spent on the work as well as for materials (see attached).

This repair will be charged to the Sewer Department's Budget FYE 2024 (A812004-542800 – Service Contracts and Repairs) of which funds are not available and will need to be transferred from contingency.

It is therefore requested that the Board of Trustees retroactively approve the emergency repair of the sewer main on Arthur Street by Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York for a total cost of \$210,942.35



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

Approved as to form

Deputy Village Attorney

Encl.

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

WHEREAS, on or around July 5, 2023, the Village experienced a sewer backup on Arthur Street; and

WHEREAS, the Sewer Department responded to the backup, but was unable to clear the blockage as they were encountering sand and soil in the pipe indicating that the pipe was collapsed; sewage was backing up in the adjacent manholes and it was determined that there was likelihood for raw sewage to back up into the streets; and

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

WHEREAS, Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York 11751, was called in on an emergency basis to make the repairs; and

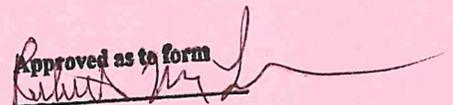
WHEREAS, the cost for the repair was \$210,942.35; and

WHEREAS, this repair will be charged to the Sewer Department's Budget FYE 2024 (A812004-542800 – Service Contracts and Repairs) of which funds are not available and will need to be transferred from contingency; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to retroactively approve the emergency repair with Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York 11751, for the cost of \$210,942.35.

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



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Bancker.com

BANCKER

Invoice: 90090

Date: 7/26/2023

Client ID: 10-FRE200

Purchase Order:

Bill To
FREEPORT PUBLIC WORKS DEPARTMENT 46 N OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23109-000 FREEPORT DPW 250 ARTHUR STREET FREEPORT DPW 250 ARTHUR STREET 250 ARTHUR STREET

Item #	Qty	Description	UOM	Unit Price	Amount
		8" SEWER MAIN & HOUSE SERVICE REPAIR ARTHUR ST., FREEPORT 7/6/23 MOBILIZE TO SITE - VACUUM SEWAGE FROM MANHOLE SYSTEM BACKED UP- WORKED WITH FREEPORT CREW TO SET UP BY-PASS SYSTEM. INSTALLED SHORING BOX IN EXCAVATION & FOUND END OF MAIN FROM LAST PIPE REPAIR - SECURED SITE FROM NIGHT LABOR			
1001BA	8.00	LABOR FOREMAN ST 1298	HR	122.26	978.08
1012BA	8.00	PIPE FITTER ST	HR	122.26	978.08
1002BA	40.00	LABORER ST 1298 (5)	HR	109.47	4,378.80
1025*BA	8.00	EXCAVATOR OPER W/GT 138*	HR	160.38	1,283.04
1037*CBA	8.00	VACUUM EXCAVATOR OPERATOR RT	HR	149.06	1,192.48
1009BA	8.00	CHAUFFEUR ST-282	HR	116.31	930.48
1009ABA	2.00	CHAUFFEUR OT 282	HR	174.46	348.92
		EQUIPMENT			
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2235BA	8.00	EXCAVATOR CAT 314	HR	143.19	1,145.52
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60
2050BA	10.00	BOOM TRUCK	HR	132.04	1,320.40
2362BA	1.00	ALUMINUM SHORING BOX	DAY	243.59	243.59
2410ABA	1.00	SMALL WELL POINT SYSTEM	DAY	1,232.48	1,232.48



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Bancker.com

BANCKER

Invoice: 90090

Date: 7/26/2023

Client ID: 10-FRE200

Purchase Order:

Bill To
FREEPORT PUBLIC WORKS DEPARTMENT 46 N OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23109-000 FREEPORT DPW 250 ARTHUR STREET FREEPORT DPW 250 ARTHUR STREET 250 ARTHUR STREET

Item #	Qty	Description	UOM	Unit Price	Amount
		7/7/23			
		SET UP WORK ZONE- PUMPED WATER OUT OF EXCAVATION CUT ROADWAY WITH ROCKSAW - STRIPPED ROADWAY BEGAN EXCAVATION & REPLACEMENT OF 8 INCH SEWER MAIN AND HOUSE SERVICES			
		LABOR			
1001BA	8.00	LABOR FOREMAN ST 1298	HR	122.26	978.08
1012BA	8.00	PIPE FITTER ST	HR	122.26	978.08
1002BA	40.00	LABORER ST 1298 (5)	HR	109.47	4,378.00
1025*BA	8.00	EXCAVATOR OPER W/GT 138*	HR	160.38	1,283.04
1037*CBA	8.00	VACUUM EXCAVATOR OPERATOR RT	HR	149.06	1,192.48
1009BA	16.00	CHAUFFEUR ST-282 (2)	HR	116.31	1,860.96
1009ABA	2.00	CHAUFFEUR OT 282	HR	174.46	348.92
		EQUIPMENT			
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2235BA	8.00	EXCAVATOR CAT 314	HR	143.19	1,145.52
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60
2000BA	8.00	BACKHOE	HR	128.72	1,029.76
2250BA	8.00	VERMEER ROCK SAW (CC 145)	HR	250.30	2,002.40
2050BA	10.00	BOOM TRUCK	HR	132.04	1,320.40
2030BA	8.00	DUMP TRUCK 10 W	HR	130.32	1,042.56
2362BA	1.00	ALUMINUM SHORING BOX	DAY	243.59	243.59
		7/10/23			



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

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BANCKER

Invoice: 90090

Date: 7/26/2023

Client ID: 10-FRE200

Purchase Order:

Bill To
FREEPORT PUBLIC WORKS DEPARTMENT 46 N OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23109-000 FREEPORT DPW 250 ARTHUR STREET FREEPORT DPW 250 ARTHUR STREET 250 ARTHUR STREET

Item #	Qty	Description	UOM	Unit Price	Amount
		CONTINUED REPLACING SEWER MAIN & SERVICES			
		LABOR			
1001BA	8.00	LABOR FOREMAN ST 1298	HR	122.26	978.08
1012BA	8.00	PIPE FITTER ST	HR	122.26	978.08
1002BA	48.00	LABORER ST 1298 (6)	HR	109.47	5,254.56
1025*BA	8.00	EXCAVATOR OPER W/GT 138*	HR	160.38	1,283.04
1037*CBA	8.00	VACUUM EXCAVATOR OPERATOR RT	HR	149.06	1,192.48
1009BA	16.00	CHAUFFEUR ST-282 (2)	HR	116.31	1,860.96
		EQUIPMENT			
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2235BA	8.00	EXCAVATOR CAT 314	HR	143.19	1,145.52
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60
2000BA	8.00	BACKHOE	HR	128.72	1,029.76
2250BA	8.00	VERMEER ROCK SAW (CC 145)	HR	250.30	2,002.40
2050BA	8.00	BOOM TRUCK	HR	132.04	1,056.32
2030BA	8.00	DUMP TRUCK 10 W	HR	130.32	1,042.56
2362BA	1.00	ALUMINUM SHORING BOX	DAY	243.59	243.59
		7/11/23			
		CONTINUED PIPE REPLACEMENT & HOUSE SERVICE			
		REPLACEMENT			
		LABOR			
1001BA	8.00	LABOR FOREMAN ST 1298	HR	122.26	978.08
1012BA	8.00	PIPE FITTER ST	HR	122.26	978.08



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

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BANCKER

Invoice: 90090

Date: 7/26/2023

Client ID: 10-FRE200

Purchase Order:

Bill To
FREEPORT PUBLIC WORKS DEPARTMENT 46 N OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23109-000 FREEPORT DPW 250 ARTHUR STREET FREEPORT DPW 250 ARTHUR STREET 250 ARTHUR STREET

Item #	Qty	Description	UOM	Unit Price	Amount
1002BA	48.00	LABORER ST 1298 (6)	HR	109.47	5,254.56
1025*BA	8.00	EXCAVATOR OPER W/GT 138*	HR	160.38	1,283.04
1037*CBA	8.00	VACUUM EXCAVATOR OPERATOR RT	HR	149.06	1,192.48
1009BA	16.00	CHAUFFEUR ST-282 (2)	HR	116.31	1,860.96
1009ABA	1.00	CHAUFFEUR OT 282 EQUIPMENT	HR	174.46	174.46
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2235BA	8.00	EXCAVATOR CAT 314	HR	143.19	1,145.52
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60
2000BA	8.00	BACKHOE	HR	128.72	1,029.76
2250BA	8.00	VERMEER ROCK SAW (CC 145)	HR	250.30	2,002.40
2050BA	9.00	BOOM TRUCK	HR	132.04	1,188.36
2030BA	8.00	DUMP TRUCK 10 W	HR	130.32	1,042.56
2362BA	1.00	ALUMINUM SHORING BOX 7/12/2023 CONTINUED PIPE REPLACEMENT & HOUSE SERVICE REPLACEMENT - ALSO SAW CUT THE REMAINDER OF THE JOB LABOR	DAY	243.59	243.59
1001BA	8.00	LABOR FOREMAN ST 1298	HR	122.26	978.08
1012BA	8.00	PIPE FITTER ST	HR	122.26	978.08
1002BA	48.00	LABORER ST 1298 (6)	HR	109.47	5,254.56
1025*BA	8.00	EXCAVATOR OPER W/GT 138*	HR	160.38	1,283.04



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

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BANCKER

Invoice: 90090

Date: 7/26/2023

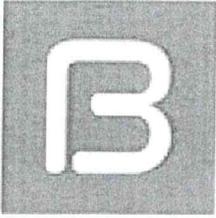
Client ID: 10-FRE200

Purchase Order:

Bill To
FREEPORT PUBLIC WORKS DEPARTMENT 46 N OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23109-000 FREEPORT DPW 250 ARTHUR STREET FREEPORT DPW 250 ARTHUR STREET 250 ARTHUR STREET

Item #	Qty	Description	UOM	Unit Price	Amount
1037*CBA	8.00	VACUUM EXCAVATOR OPERATOR RT	HR	149.06	1,192.48
1009BA	16.00	CHAUFFEUR ST-282 (2) EQUIPMENT	HR	116.31	1,860.96
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2235BA	8.00	EXCAVATOR CAT 314	HR	143.19	1,145.52
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60
2000BA	8.00	BACKHOE	HR	128.72	1,029.76
2250BA	8.00	VERMEER ROCK SAW (CC 145)	HR	250.30	2,002.40
2050BA	8.00	BOOM TRUCK	HR	132.04	1,056.32
2030BA	8.00	DUMP TRUCK 10 W	HR	130.32	1,042.56
2362BA	1.00	ALUMINUM SHORING BOX 7/13/23 CONTINUED PIPE REPLACEMENT & HOUSE SERVICE REPLACEMENT LABOR	DAY	243.59	243.59
1001BA	8.00	LABOR FOREMAN ST 1298	HR	122.26	978.08
1012BA	8.00	PIPE FITTER ST	HR	122.26	978.08
1002BA	48.00	LABORER ST 1298 (6)	HR	109.47	5,254.56
1025*BA	8.00	EXCAVATOR OPER W/GT 138*	HR	160.38	1,283.04
1037*CBA	8.00	VACUUM EXCAVATOR OPERATOR RT	HR	149.06	1,192.48
1009BA	16.00	CHAUFFEUR ST-282 (2)	HR	116.31	1,860.96
1009ABA	2.00	CHAUFFEUR OT 282 EQUIPMENT	HR	174.46	348.92



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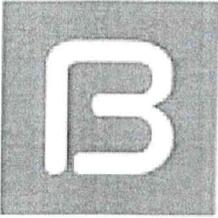
Client ID: 10-FRE200

Purchase Order:

Bill To
FREEPORT PUBLIC WORKS DEPARTMENT 46 N OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23109-000 FREEPORT DPW 250 ARTHUR STREET FREEPORT DPW 250 ARTHUR STREET 250 ARTHUR STREET

Item #	Qty	Description	UOM	Unit Price	Amount
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2235BA	8.00	EXCAVATOR CAT 314	HR	143.19	1,145.52
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60
2000BA	8.00	BACKHOE	HR	128.72	1,029.76
2050BA	8.00	BOOM TRUCK	HR	132.04	1,056.32
2030BA	10.00	DUMP TRUCK 10 W	HR	130.32	1,303.20
2362BA	1.00	ALUMINUM SHORING BOX	DAY	243.59	243.59
		7/14/23			
		COMPLETED MAIN REPLACEMENT & HOUSE SERVICE REPLACEMENT & CLEANED UP JOBSITE & REMOVED MATERIALS & EQUIPMENT			
		LABOR			
1001BA	8.00	LABOR FOREMAN ST 1298	HR	122.26	978.08
1012BA	8.00	PIPE FITTER ST	HR	122.26	978.08
1002BA	48.00	LABORER ST 1298 (6)	HR	109.47	5,254.56
1025*BA	8.00	EXCAVATOR OPER W/GT 138*	HR	160.38	1,283.04
1037*CBA	8.00	VACUUM EXCAVATOR OPERATOR RT	HR	149.06	1,192.48
1009BA	16.00	CHAUFFEUR ST-282 (2)	HR	116.31	1,860.96
1009ABA	0.50	CHAUFFEUR OT 282	HR	174.46	87.23
		EQUIPMENT			
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2235BA	8.00	EXCAVATOR CAT 314	HR	143.19	1,145.52
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Bancker.com

BANCKER

Invoice: 90090

Date: 7/26/2023

Client ID: 10-FRE200

Purchase Order:

Bill To
FREEPORT PUBLIC WORKS DEPARTMENT 46 N OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23109-000 FREEPORT DPW 250 ARTHUR STREET FREEPORT DPW 250 ARTHUR STREET 250 ARTHUR STREET

Item #	Qty	Description	UOM	Unit Price	Amount
2000BA	8.00	BACKHOE	HR	128.72	1,029.76
2050BA	8.50	BOOM TRUCK	HR	132.04	1,122.34
2030BA	8.00	DUMP TRUCK 10 W	HR	130.32	1,042.56
2362BA	1.00	ALUMINUM SHORING BOX	DAY	243.59	243.59
		MATERIALS			
MISC	1.00	FERGUSON WATERWORKS #1170643	LS	15,581.24	15,581.24
MISC	1.00	GREEN ART PLUMBING # S031725007.002	LS	387.00	387.00
DUMPSPLSP	221.00	DUMP SPOILS	CY	65.00	14,365.00
MISC	18.00	3/4 CRUSHED STONE	CY	71.50	1,287.00
RCA	203.00	RCA BLEND	CY	25.00	5,075.00
MISC	2.00	CONCRETE (80LB BAG)	EA	8.99	17.98
MISC	1.00	8" HYMAX COUPLING	EA	422.38	422.38
		Subtotal			174,332.52
OVERHEAD	1.00	OVERHEAD 10%	LS	17,433.25	17,433.25
PROFIT	1.00	PROFIT 10%	LS	19,176.58	19,176.58
				Subtotal	210,942.35
				Sales Tax	0.00
				TOTAL	210,942.35

FERGUSON®
WATERWORKS
 2619 MEDFORD AVENUE
 MEDFORD, NY 11763-0000

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1170643	\$16,925.12	42276	1 of 1

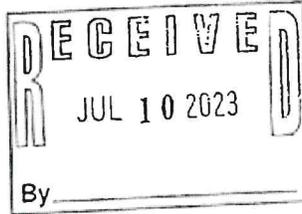
PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #576
 PO BOX 417592
 BOSTON, MA 02241-7592

Please contact with Questions: 844-448-3365

MASTER ACCOUNT NUMBER: 208712

BANCKER CONSTRUCTION
 171 FREEMAN AVENUE
 ISLIP, NY 11751



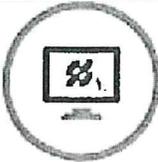
SHIP TO:

COUNTER PICK UP
 2619 MEDFORD AVENUE
 MEDFORD, NY 11763-0000

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH	
3098	3098	NY4760	ARTHUR ST FREEPORT	MRF	10-23109-000	07/07/23	IO 90052	
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT	
300	300	DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE *		25.520	FT	7656.00	
13	13	MUL274012	8X6 PVC C900 X SDR35 SWR WYE *		448.370	EA	5828.81	
13	13	MUL063406	6 PVC SWR GXG 45 BEND *		25.280	EA	328.64	
13	13	MUL063506	6 PVC SWR GXG 45 BEND *		28.540	EA	371.02	
84	84	SDR35PU14	6X14 SDR35 PVC GJ SWR PIPE *		6.650	FT	558.60	
3	3	F105166RC	6 AC DI X 6 CI PVC COUP RC		67.530	EA	202.59	
2	2	F105166	6 AC DI X 6 CI PVC COUP		15.990	EA	31.98	
6	6	MUL063969	6 PVC SWR GXG 22-1/2 BEND *		29.520	EA	177.12	
8	8	MUL043019	6 PVC SWR GXG 11-1/4 ELL *		53.310	EA	426.48	
INVOICE SUB-TOTAL								15581.24
TAX					Suffolk Co.		1343.88	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?
 Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$16,925.12
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



231 GREEN ART PLUMBING FREEPORT
 65 S COLUMBUS AVE
 FREEPORT NY 11520-3940
 516-613-4497 Fax 516-223-3659

INVOICE

INVOICE DATE	INVOICE NUMBER
07/12/23	S031725007.002
CUSTOMER NUMBER	SHIP-TO NUMBER
E300658	E300658
PLEASE REMIT PAYMENT TO:	
GREEN ART PLBG SUPPLY PO BOX 536414 PITTSBURGH PA 15253	

BILL TO:

SHIP TO:

BANCKER CONSTRUCTION CORP
 171 FREEMAN AVENUE
 PO BOX 970
 ISLIP NY 11751-1430

BANCKER CONSTRUCTION CORP
 171 FREEMAN AVENUE
 PO BOX 970
 ISLIP NY 11751-1430

ORDER DATE	SHIP DATE	JOB NAME	JOB NUMBER	CUSTOMER P.O.		
07/12/23	07/12/23	BANCKER CONSTRUCTION CORP	10-23109-000	10-23109-000		
ORDERED BY	SHIPPED VIA	SALESPERSON	ORDER WRITER			
MATT	PK PICK UP NOW	Richard Lachmund PC231	Christopher Beck PC231			
ITEM NUMBER	PRODUCT DESCRIPTION	QTY ORDERED	QTY SHIPPED	UNIT PRICE	UNIT	NET AMOUNT
1486709	FERNCO 1051-66RC 6 AC DI X CI PLAS RC CPLG	6ea	6ea	64.500	ea	387.00

INVOICE TERMS	NET 10TH PROX	07-12-2023 07:44:14 AM S031725007.002	SUBTOTAL	387.00
TO VIEW AND PAY ONLINE:	Hajoca-eastern.billtrust.com		S & H CHGS	0.00
ENROLLMENT CODE:	LVR QRH ZBP	MATT	SALES TAX	33.38
			AMOUNT DUE	420.38

THIS INVOICE IS GOVERNED BY, AND INCORPORATES BY REFERENCE, HAJOCA CORPORATION'S SALES ORDER TERMS AND CONDITIONS FOUND AT WWW.HAJOCA.COM/SALES-ORDER-TERMS-AND-CONDITIONS/ AND THE TERMS AND CONDITIONS OF OUR CREDIT APPLICATION. BY YOUR SIGNATURE ABOVE AND/OR ACCEPTANCE OF THE PRODUCTS DESCRIBED HEREIN, YOU ACKNOWLEDGE HAVING READ AND AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS.

CLAIM

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

Claimant's 90090
invoice no.

To: **BANCKER CONSTRUCTION CORP**

Street & Number: **171 FREEMAN AVENUE**

Post Office: **ISLIP, NEW YORK 11751**

Village Department: **ENGINEERING**

(As shown on Purchase Order)

Examined and

Recorded By _____ Verified By _____ Inspected By _____

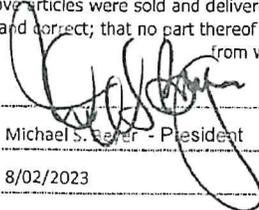
DO NOT WRITE IN THIS SPACE		Date Filled	Claim No.
FUND OR ACCOUNT	AMOUNT		

Claims for audit covering materials purchased or repair items will not be accepted unless Freeport purchase number is shown, and must be presented at least forty-eight hours before any regular meeting of Village Board of Trustees. Claims must be signed and affidavit executed. THIS CLAIM, FOR ONE PURCHASE ORDER ONLY.

Date of Delivery or Service	Purchase Order Number	Amount of Purchase Order \$	Terms	Unit Price	Totals
7/26/2023	IN ACCORDANCE WITH THE ATTACHED ENGINEER'S CERTIFICATE FOR: 8" Sewer Main & House Services Repair				
	PAYMENT # 1				
			TOTAL ITEMS: (THIS PAYMENT)		\$ 210,942.35
			CHANGE ORDERS:		
			SUB-TOTAL:		\$ 210,942.35 -
			LESS 5% RETAINAGE:		
			AMOUNT PREVIOUSLY PAID:		
			AMOUNT PAYABLE:		\$ 210,942.35 -

If claim is submitted by a corporation the certificate must indicate the title or position held with claimant.

I HEREBY CERTIFY the above articles were sold and delivered and/or the sole service rendered to the Village of Freeport on the dates and for the prices or amounts billed; that the above bill is just, true, and correct; that no part thereof has been paid except as stated therein and that the balance therein stated is actually due and owing, and that taxes from which the village of Freeport is exempt are excluded therefrom.

Signature: 
 Print or type name: Michael S. Greer - President
 Date: 8/02/2023
 Company: Bancker Construction Corp.

It is hereby certified that the supplies and equipment charged in this claim were ordered at the prices and in the quantities specified, and I do approve this claim. Date _____ Purchasing Dept. _____	(CLAIMANT MUST NOT WRITE IN SPACE BELOW) ACCOUNTING DEPARTMENT	BOARD AUDIT
		Mayor _____ Trustee _____ Trustee _____ Trustee _____ Trustee _____ Date _____

Certified Payroll Report

Job: 10-23109-000 FREEPORT DPW 250 ARTHUR STREET
 250 ARTHUR STREET
 FREEPORT, NY

For the Period Ending: 07-09-23

WILLIAM J BEIMANN 52 MARWOOD RD N PORT WASHINGTON, NY 11050															
109397	0528	Caucasian	Male	Reg	S - 0	OPERATOR A RATE	Reg	OPERATOR A GREAS	Reg						
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hhly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Rate	Fringe	This Job	Gross	FICA	Local	Other	
8.00	8.00	8.00	8.00	8.00			24.00	79.43	41.40	1,906.32	2,520.93	453.87	139.22	268.05	1,466.94
.50	.50	.50	.50	.50			1.50	92.02	20.60	138.03					
2,044.35															
192.85															

RAYMOND G BELL 17 AMHERST STREET SLIP, NY 11751															
M - 6	7075	Caucasian	Male	Reg	M - 6	LABORER	Reg								
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hhly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Rate	Fringe	This Job	Gross	FICA	Local	Other	
8.00	8.00	8.00	8.00	8.00			24.00	45.49	44.83	1,091.76	1,304.16	74.35	73.81	218.40	837.83
1,091.76															
1,304.16															
99.77															

PAUL CASARES 118 SHERMAN AVENUE WILLISTON PARK, NY 11596															
M - 0	2311	Caucasian	Male	Reg	M - 0	DRIVER LI	Reg	DRIVER LI	OT						
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hhly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Rate	Fringe	This Job	Gross	FICA	Local	Other	
8.00	8.00	8.00	8.00	8.00			16.00	43.00	55.05	687.92	2,367.95	277.85	125.06	296.82	1,487.07
.50	.50	.50	.50	.50			2.50	64.49		161.23					
849.15															
181.15															

CHRISTOPHER J DEVITO 22 FORDHAM STREET WILLISTON PARK, NY 11596															
109410	9668	Caucasian	Male	Reg	S - 0	DRIVER LI	Reg								
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hhly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Rate	Fringe	This Job	Gross	FICA	Local	Other	
8.00	8.00	8.00	8.00	8.00			8.00	43.00	55.05	343.96	469.95	40.05	14.86	63.00	316.10
343.96															
469.95															
35.94															

109638 DRIVER LI OT															
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hhly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Rate	Fringe	This Job	Gross	FICA	Local	Other	
2.00	2.00	2.00	2.00	2.00			2.00	64.49	55.05	128.99	136.99	3.60		14.90	108.01
128.99															
136.99															
10.48															

JASON C HOLLIEEN 14 DOGWOOD CT SELDEN, NY 11784															
S - 0	5578	Caucasian	Male	Reg	S - 0	LABORER	Reg								
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hhly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Rate	Fringe	This Job	Gross	FICA	Local	Other	
8.00	8.00	8.00	8.00	8.00			24.00	45.49	44.83	1,091.76	1,304.16	174.46	60.74	218.40	750.79
1,091.76															
1,304.16															
99.77															

Certified Payroll Report

Job: 10-23109-000 FREEPORT DPW 250 ARTHUR STREET
 250 ARTHUR STREET
 FREEPORT, NY

For the Period Ending: 07-09-23

DOMINIC PIERRO		45 DAMIN DRIVE		FARMINGDALE, NY 11735		S - 0		Caucasian Male		DRIVER LI Reg		DRIVER LI OT			
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
				8.00			8.00	43.00	55.05	343.96	2,325.76	407.03	124.31	291.00	1,325.50
				2.00			2.00	64.49		128.99					
										472.95		177.92			
JUAN ROMERO		1063 CORNWELL AVE		BALDWIN, NY 11510		S - 0		Hispanic Male		LABORER Reg					
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
		8.00					8.00	45.49	44.83	1,091.76	1,304.16	174.46	60.74	218.40	750.79
										1,091.76		99.77			
DOMINGOS RODRIGUES		47 CHAMPLAIN ST		PORT JEFFERSON, NY 11776		M - 0		Hispanic Male		OPERATOR A RATE Reg		OPERATOR A GREAS Reg		OPERATOR B GREAS Reg	
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
		8.00					8.00	79.43	41.40	635.44	1,957.35	192.27	97.34	225.06	1,292.94
		.50					.50	92.02	20.60	46.01					
										1,189.76					
										86.14		149.74			
										1,957.35					
MICHAEL RUDDEN		310 WILDWOOD ROAD		RONKONKOMA, NY 11779		S - 0		Caucasian Male		LI LABORER Reg					
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
		8.00					8.00	45.49	52.53	1,091.76	1,091.76	127.74	49.06	32.40	799.05
										1,091.76		83.51			
RAYMOND RUDDEN JR		13 POND ROAD		HOLBROOK, NY 11741		S - 0		Caucasian Male		LABORER FOREMAN Reg					
07-03	07-04	07-05	07-06	07-07	07-08	07-09	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
		8.00					8.00	47.00	52.53	1,128.00	1,604.00	240.43	77.23	32.40	1,131.23
										1,128.00		122.71			

Date 8/7/2023

I, Phillip M. Beyer (Name of Signatory Party) Exec. Vice President (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by Bancker Construction Corp

Arthur St, Freeport (Contractor or Subcontractor) on the (Building or Work)

10 day of July 2023, and ending the 16 day of July 2023,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Bancker Construction Corp

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

Table with 2 columns: EXCEPTION (CRAFT) and EXPLANATION. The table is currently empty.

REMARKS:

Form section for NAME AND TITLE, SIGNATURE, and a disclaimer: THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Job: 10-23109-000 FREEPORT DPW 250 ARTHUR STREET
 250 ARTHUR STREET
 FREEPORT, NY

For the Period Ending: 07-16-23

ANDROY T SPENCER		HEMPSTEAD, NY 11550		109502 4397		S - 0		LABORER Reg		Caucasian		Male				
07-10	07-11	07-12	07-13	07-14	07-15	07-16	Total	Rate	Cash	Hrly	Gross	Total	FICA	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	45.49	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
8.00	8.00	8.00	8.00	8.00			40.00			45.08	1,819.60	2,173.60	370.51	112.89	364.00	1,159.92
											1,819.60		166.28			

Totals for FREEPORT DPW 250 ARTHUR STREET

07-10-23	07-11-23	07-12-23	07-13-23	07-14-23	07-15-23	07-16-23	Total	Rate	Cash	Hrly	Gross	Total	FICA	SWH	Union	Net
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours	45.49	Fringe	Fringe	This Job	Gross	FICA	Local	Other	
81.00	82.00	81.00	83.00	89.50	.00	.00	416.50			45.08	21,684.09	26,004.85	4,192.39	1,419.16	.00	15,161.69

Deductions		Total	
	Amount		Amount
FICA	1,989.42	FICA	4,192.39
SWH	1,419.16	SWH	1,419.16
Local	.00	Local	.00
Other	.00	Other	.00
Union	3,242.19	Union	3,242.19

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

To: Mayor Robert T. Kennedy

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

Date: August 18, 2023

RE: EMERGENCY SEWER MAIN REPAIR – HANSE AVENUE

On or around April 18th, 2023 the Village experienced a sewer backup on Hanse Avenue. The Sewer Department responded to the backup but was unable to clear the blockage as they were encountering sand and soil in the pipe indicating that the pipe was collapsed. Sewage was backing up in the adjacent manholes and it was determined that there was likelihood for raw sewage to back up into the streets. This would be considered a health and safety issue for residents and therefore the need to make the repair was considered an emergency.

Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York was called in on an emergency basis to make the repairs. Bancker Construction has completed the repair to the sewer main. The cost for the repair was \$21,409.12. This is based on a detailed accounting of their time spent on the work as well as for materials (see attached).

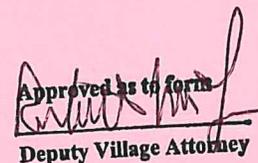
This repair will be charged to the Sewer Department's Budget FYE 2024 (A812004-542800 – Service Contracts and Repairs) of which funds are not available and will need to be transferred from contingency.

It is therefore requested that the Board of Trustees retroactively approve the emergency repair of the sewer main on Hanse Avenue by Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York for a total cost of \$21,409.12



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

Encl.



Approved as to form
Deputy Village Attorney

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

WHEREAS, on or around April 18, 2023, the Village experienced a sewer backup on Hanse Avenue; and

WHEREAS, the Sewer Department responded to the backup, but was unable to clear the blockage as they were encountering sand and soil in the pipe indicating that the pipe was collapsed; sewage was backing up in the adjacent manholes and it was determined that there was likelihood for raw sewage to back up into the streets; and

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

WHEREAS, Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York 11751, was called in on an emergency basis to make the repairs; and

WHEREAS, the cost for the repair was \$21,409.12; and

WHEREAS, this repair will be charged to the Sewer Department's Budget FYE 2024 (A812004-542800 – Service Contracts and Repairs) of which funds are not available and will need to be transferred from contingency; and

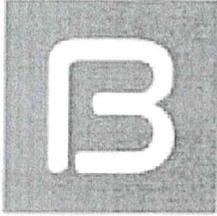
NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to retroactively approve the emergency repair with Bancker Construction Corporation, 171 Freeman Avenue, Islip, New York 11751, for the cost of \$21,409.12.

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



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Bancker.com

BANCKER

Invoice: 89088

Date: 4/21/2023

Client ID: 10-FRE100

Purchase Order:

Bill To
VILLAGE OF FREEPORT ATT: ACCOUNTS PAYABLE 46 NORTH OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23064-000 VILL OF FREEPORT 210 HANSE AVE VILL OF FREEPORT 210 HANSE AVE 210 HANSE AVENUE

Item #	Qty	Description	UOM	Unit Price	Amount
		SEWER MAIN REPAIR 210 HANSE AVE, FREEPORT 4/18/2023 LABOR			
1001BA	8.00	LABOR FOREMAN ST-1298	HR	119.01	952.08
1013BA	8.00	TIMBERMAN (JOURNEYMAN) ST	HR	131.80	1,054.40
1002BA	40.00	LABORER ST-1298 (5)	HR	106.29	4,251.60
1025*BA	8.00	EXCAVATOR OPER W/GT 138*	HR	155.51	1,244.08
1037CBA	8.00	VACUUM EXCAVATOR OPERATOR RT - 15	HR	136.19	1,089.52
1009BA	8.00	CHAUFFEUR ST-282	HR	113.16	905.28
1009ABA	2.00	CHAUFFEUR OT 282	HR	169.74	339.48
		EQUIPMENT			
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2235BA	8.00	EXCAVATOR CAT 314	HR	143.19	1,145.52
2050BA	10.00	BOOM TRUCK	HR	132.04	1,320.40
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60
2160BA	10.00	EQUIP. TAG-A-LONG TRAILER	HR	41.60	416.00
2060BA	8.00	COMPRESSOR WITH TOOLS	HR	66.56	532.48
		MATERIALS			
MISC	10.00	10" SDR35 PIPE	FT	21.62	216.20
MISC	2.00	10" FERNCO COUPLING	EA	41.95	83.90
MISC	5.00	CONCRETE 80LB	EA	8.99	44.95



BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Bancker.com

BANCKER

Invoice: 89088

Date: 4/21/2023

Client ID: 10-FRE100

Purchase Order:

Bill To
VILLAGE OF FREEPORT ATT: ACCOUNTS PAYABLE 46 NORTH OCEAN AVENUE FREEPORT, NY 11520

Job Address
10-23064-000 VILL OF FREEPORT 210 HANSE AVE VILL OF FREEPORT 210 HANSE AVE 210 HANSE AVENUE

Item #	Qty	Description	UOM	Unit Price	Amount
MISC	4.00	BLOCKS	EA	3.75	15.00
RCA	7.00	RCA BLEND	CY	21.00	147.00
ASPHALT	5.00	ASPHALT	TNS	105.00	525.00
DUMPSPLSP	13.00	DUMP SPOILS	CY	65.00	845.00
		Subtotal			17,693.49
OVERHEAD	1.00	OVERHEAD 10%	LS	1,769.35	1,769.35
PROFIT	1.00	PROFIT 10%	LS	1,946.28	1,946.28
				Subtotal	21,409.12
				Sales Tax	0.00
				TOTAL	21,409.12

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 04/30/2021

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR Bancker Construction Corp
 ADDRESS 171 Freeman Avenue, Islip NY 11571
 PROJECT AND LOCATION Village of Freeport - Sewer Main Repair - 210 Hanse Ave, Freeport
 PROJECT OR CONTRACT NO. 10-23064-000

PAYROLL NO. _____ FOR WEEK ENDING 04/23/2023

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) HOLDING OF EMPLOYMENT	(3) WORK CLASSIFICATION	OT, OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK			
				M	T	W	T	F	S	S				FICA	WITH-HOLDING TAX	STATE	OTHER		TOTAL DEDUCTIONS		
				HOURS WORKED EACH DAY																	
Rosario Puglisi xxx-xx-4427		Timberman									8.00	\$3.05	\$2,772.40	\$212.09	\$330.45	\$151.30	\$486.40	\$1,180.24	\$1,592.16		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Certified Payroll Report

Job: 10-23064-000 VILL OF FREEPORT 210 HANSE AVE
 210 HANSE AVENUE
 FREEPORT, NY

For the Period Ending: 04-23-23

ANTHONY BOWLES LOCRICCHIO		123 11TH STREET		WEST BABYLON, NY 11704		4407 Tw Morris		Male		LABORER Reg	
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Cash	Fringe	Hrly	Gross
8.00	8.00						8.00	43.99	44.03	351.92	2,137.05
Total		Gross		FICA		SWH		Union		Net	
8.00	8.00	351.92	2,137.05	361.74	110.28	354.46	1,147.08				
CHAD J CELLA											
45 BURNAGE LANE		BABYLON, NY 11702		108533 7267 Caucasian		Male		LABORER FOREMAN Reg			
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Cash	Fringe	Hrly	Gross
8.00	8.00						8.00	46.50	50.73	372.00	2,194.88
Total		Gross		FICA		SWH		Union		Net	
8.00	8.00	372.00	2,194.88	327.62	100.23	54.68	1,359.74				
GERARDO F CONTRERAS											
112-14 169TH STREET		JAMAICA, NY 11433		4212 Hispanic		Male		LABORER Reg			
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Cash	Fringe	Hrly	Gross
8.00	8.00						8.00	43.99	44.03	351.92	2,137.05
Total		Gross		FICA		SWH		Union		Net	
8.00	8.00	351.92	2,137.05	227.05	108.95	354.46	1,202.82				
CHRISTOPHER P DEMPSEY											
11 SUMMIT AVE		LYNBROOK, NY 11563		0070 Caucasian		Male		LI LABORER Reg			
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Cash	Fringe	Hrly	Gross
8.00	8.00						8.00	43.99	50.73	351.92	1,407.68
Total		Gross		FICA		SWH		Union		Net	
8.00	8.00	351.92	1,407.68	197.24	66.43	43.20	993.13				
RICHARD FUELLING											
35 CAMBRIDGE AVENUE		GARDEN CITY, NY 11530		0416 Caucasian		Male		M - 3 DRIVER LI OT			
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Cash	Fringe	Hrly	Gross
8.00	8.00						2.00	63.38	53.04	126.77	2,751.31
Total		Gross		FICA		SWH		Union		Net	
2.00	2.00	126.77	2,751.31	307.62	148.41	339.20	1,745.60				
RICHARD HERRMANN											
19 SPECTACLE LAKE DRIVE		NESCONSET, NY 11767		108555 7719 Caucasian		Male		S - 3 OPERATOR A RATE Reg			
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Cash	Fringe	Hrly	Gross
8.00	8.00						8.00	76.52	40.55	612.16	4,338.85
Total		Gross		FICA		SWH		Union		Net	
8.00	8.00	612.16	4,338.85	869.66	261.04	439.03	2,437.19				

Certified Payroll Report

Job: 10-23064-000 VILL OF FREEPORT 210 HANSE AVE
 210 HANSE AVENUE
 FREEPORT, NY

For the Period Ending: 04-23-23

JOSE F MORRAIS		207 DOW AVE		MINEOLA, NY 11501		4872 Hispanic		Male		LABORER Reg		S - 0			
04-17	04-18	04-19	04-20	04-21	04-22	04-23	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	E fringe	E fringe	This Job	Gross	FICA	Local	Other	
8.00	8.00						8.00	43.99	44.03	351.92	2,729.81	504.00	155.18	419.34	1,442.47
CHRISTOPHER M TUJANO															
473 N. ATLANTA AVENUE		MASSAPEQUA, NY 11758		8174 Caucasian		Male		M - 0		LI LABORER Reg					
04-17	04-18	04-19	04-20	04-21	04-22	04-23	Total	Cash	Hrly	Gross	Total	FWH	SWH	Union	Net
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hours	E fringe	E fringe	This Job	Gross	FICA	Local	Other	
8.00	8.00						8.00	43.99	50.73	351.92	1,088.75	88.03	48.31	33.08	836.05

Totals for VILL OF FREEPORT 210 HANSE AVE

04-17-23	04-18-23	04-19-23	04-20-23	04-21-23	04-22-23	04-23-23	Total	Total	Total	Total	Total	Total	Total	Total	Total
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours	Cash	Hrly	Gross	Gross	FWH	SWH	Union	Net
.00	66.50	.00	.00	.00	.00	.00	66.50	66.50	50.73	3,254.58	18,585.38	2,882.96	1,421.77	998.83	11,164.08

Deductions	
FWH	2,882.96
FICA	1,421.77
SWH	998.83
Local	80.29
Other	.00
Union	2,037.45

**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 18, 2023

**Re: PROFESSIONAL SERVICES AGREEMENT FOR THE MAINTENANCE OF THE
FREEPORT WATER DEPARTMENT SCADA SYSTEM**

The Water Department would like approval to increase the not to exceed cost for our professional services agreement for the maintenance and repair of the Water Department's Supervisory Control and Data Acquisition (SCADA) system. The SCADA system enables Water Plant Operators to monitor and control water production and treatment for the Village water supply. The current system was initially installed in 2002 and is frequently in need of maintenance and repairs. Funding for these services will come from the Water Department operating budget (WE94004 543210).

To date we have spent \$34,621.15 under this contract. It is therefore requested that we increase the not to exceed cost for professional services agreement for SCADA maintenance for the Freeport Water Department with Wire to Water Inc., 136 Gazza Blvd, Farmingdale, N.Y. 11735 from a total cost not to exceed \$35,000 to a total cost not to exceed \$70,000. The contract will continue to be for a term of one year beginning March 1, 2023.



Robert R. Fisenne, P.E.

Approved as to form

Deputy Village Attorney

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

WHEREAS, on December 19, 2022, the Board approved a Professional Services Agreement for the Maintenance of Freeport Water Department Supervisory Control and Data Acquisition (SCADA) system with Wire to Water Inc., 136 Gazza Boulevard, Farmingdale, New York 11735, for a term from March 1, 2023 to February 29, 2024 at a total cost not-to-exceed \$35,000; and

WHEREAS, the SCADA system enables water plant operators to monitor and control water production and treatment for the Village's water supply; and

WHEREAS, the current system was initially installed in 2002 and it is frequently in need of maintenance and repairs; and

WHEREAS, to date, the Village has spent \$34,621.15 under this contract; and

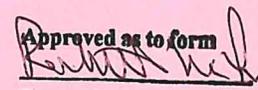
WHEREAS, the Superintendent of Public Works is requesting Board approval for a contract increase with Wire to Water Inc., 136 Gazza Blvd, Farmingdale, NY 11735, retroactive to March 1, 2023 to February 29, 2024 from a total cost not-to-exceed \$35,000 to a total cost not-to-exceed \$70,000; and

WHEREAS, funding for these services will come from the Water Department operating budget (WE94004 543210); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate a contract increase with Wire to Water Inc., 136 Gazza Boulevard, Farmingdale, New York 11735, retroactive to March 1, 2023 to February 29, 2024, for a total cost not-to-exceed \$70,000.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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 December 21, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, Village of Freeport’s Water Department currently utilizes a Supervisory Control and Data Acquisition (SCADA) system, which was first installed in 2002 and now requires an upgrade and repairs; and

WHEREAS, the SCADA system enables water plant operators to monitor and control water production and treatment for the Village’s water supply; and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, it is the recommendation of the Superintendent of Public Works to enter into an agreement with Wire to Water Inc., 136 Gazza Boulevard, Farmingdale, New York 11735 to perform the necessary maintenance, repairs and upgrades to the SCADA system; and

WHEREAS, the contract will be for a term from March 1, 2023 to February 29, 2024 at a total cost not-to-exceed \$35,000; and

WHEREAS, funding for these services will come from the Water Department operating budget (WE94004 543210); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate an agreement with Wire to Water Inc., 136 Gazza Boulevard, Farmingdale, New York 11735, a term from March 1, 2023 to February 29, 2024 at a total cost not-to-exceed \$35,000.

The Clerk polled the Board as follows:

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

cc:

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

AGENDA

BOARD OF TRUSTEES' MEETING

August 28, 2023

PUBLIC COMMENT

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