

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

- b) Request to advertise a request for proposals #23-11-ELEC-678 “1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid” in the Freeport Herald on October 19, 2023, with a return date of November 21, 2023.

4. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request retroactive approval for the purchase of 150 Cylinders from South Shore Fire & Safety Equipment Distributors, 579 E. Meadow Avenue, East Meadow, NY 11554, at \$748.00 per cylinder, for a total cost of \$112,200.

5. POLICE DEPARTMENT – Michael J. Smith

- a) Request approval of the contract for the Police Traffic Services Grant between the Village of Freeport and the State of New York in the amount of \$19,200, from October 1, 2023 through September 30, 2024.

6. PUBLIC WORKS – Robert R. Fisenne

- a) Request to advertise a notice to bidders for the “Purchase of Backup Inflation Unit for the Freeport Recreation Center Ice Rink” in the Freeport Herald on October 19, 2023, with a return date of November 7, 2023.
- b) Request to extend the “2021 Towing of Vehicles” with JCB & Sons Inc., d/b/a/Non-Stop Towing and Recovery, 99 Maple Place, Freeport, New York 11520, from March 1, 2024 through February 28, 2027, with no increase in unit prices.
- c) Request to extend the “2022 Annual Tree Removal Contract” with Red Maple Tree Service, 30 Independence Avenue, Freeport, New York 11520, from March 1, 2024 through February 28, 2025 in the amount of \$62,530.00, with no increase in the unit prices.
- d) Request to extend the “2023 Annual Fence Contract” with Island Fence Company, 964 Front Street, Uniondale, New York 11553, from March 1, 2024 through February 28, 2025, in the amount of \$54,275.00, with no increase in the unit prices.

7. VILLAGE ATTORNEY – Howard E. Colton

- a) Request authorization to establish an administrative fee of \$590.00 for the purpose of Dangerous/Nuisance Hearings.
- b) Request approval of the negative declaration pursuant to SEQRA authorizing the issuance of \$105,000 in serial bonds for the Purchase of Equipment for Use by the Fire Department.

8. VILLAGE CLERK – Pamela Walsh Boening

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$19,832.71, to be reimbursed by the property owner, for the following:

279 Atlantic Avenue	\$710.20
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THIS MAY NOT BE THE OFFICIAL AGENDA AS ADDITIONS AND DELETIONS MAY OCCUR.

288 Atlantic Avenue	\$466.40
243 S Bayview Avenue	\$496.08
265 S Bayview Avenue	\$1,187.66
87 Bedell Street	\$2,974.00
119 S Brookside Avenue	\$1,058.83
176 Gordon Place	\$618.40
16 Irving Avenue	\$534.24
253 S Long Beach Avenue	\$746.62
561 S Long Beach Avenue	\$1,671.50
315 S Ocean Avenue	\$1,209.00
235 Pine Street	\$886.40
175 Randall Avenue	\$1,176.48
216 Roosevelt Avenue	\$695.36
217 Randall Avenue	\$561.80
175 Roosevelt Avenue	\$678.40
55 Whaley Street	\$1,193.84
159 Whaley Street	\$842.80
176 Whaley Street	\$487.60
13 Wilshire Court	\$850.00
15 Wilshire Court	\$787.10

9. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request resolution to authorize the issuance of \$105,000 in serial bonds to finance the Purchase of Equipment for Use by the Fire Department and for the Village Clerk to publish the required legal notice in the Freeport Herald.

10. WATER & SEWER – Robert R. Fisenne

- a) Request to extend the “2023 Furnishing of Caustic Soda” contract with UNIVAR USA Inc., 200 Dean Sievers Place, Morrisville, Pennsylvania, 19076 from March 1, 2024 through February 28, 2025, in the amount of \$192,400.48, with no increase in unit prices.
- b) Request to extend the “2023 Furnishing of Sodium Hexametaphosphate” contract with Chemrite, Inc., 5202 Belle Wood Court, Suite 104, Buford, Georgia 30518 from March 1, 2024 through February 25, 2025, in the amount of \$107,600 with no increase in unite prices.
- c) Request to extend the “2022 Annual Well Maintenance Contract” with A.C. Schultes, Inc., 664 Evergreen Avenue, Woodbury Heights, New Jersey 08097 from March 1, 2024 through February 28, 2025, in the amount of \$176,700.00, with no increase in unit prices.

NO PUBLIC COMMENT

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

DATE: October 16, 2023

A hearing was first noticed for February 23, 2022 in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Code Chapter 128 as to the condition of the building located at 170 Whaley Street, Freeport, New York. Joseph Coyle, the owner of the property appeared at the first hearing. Sergio Mauras, the superintendent of buildings explained that the property has major damage to the front area of the home. There is an engineer's report that indicates it is dangerous in nature. There are sections of ceiling that have collapsed, floor joists in major disrepair, and holes in the roof. Mr. Coyle was attempting to repair his home at the time, but was not opposed to selling the house if he had no other option. A second hearing was held on March 23, 2022, wherein a report from RABCO Engineering indicated that the damage to the structure was to the point that it could not be repaired in a financially favorable way. Mr. Coyle made the decision to sell the property. Additional hearings were held on April 7, 2022, April 21, 2022, May 19, 2022, and June 23, 2022. During this time, Mr. Coyle was attempting to find a buyer for the house. By the June 2022 hearing, Mr. Coyle had provided an executed contract for the sale of the property. The hearing was adjourned without a firm future date.

A hearing was held on December 1, 2022, wherein Deputy Village Attorney Robert McLaughlin informed the Board that the sale of the property had fallen through. The hearing continued in January 12, 2023. Mr. Coyle explained that he was pursuing a short sale that that point. The hearing was adjourned to April 6, 2023. Mr. Coyle explained that there were still negotiations on the price for the short sale, with the hope for a sale in May. The hearing continued on May 4, 2023 wherein Dominick Callegari appeared on behalf of Joseph Coyle. The Village was in receipt of a fully executed contract for a short sale of the property, although there were still negotiations with the bank ongoing. The hearing was adjourned to June 1, 2023 wherein Mr. Callegari explained that he was dealing with the loan servicer, which was more lengthy than when the property was in foreclosure. The hearing was adjourned to July 6, 2023. Mr. Callegari explained that the loan servicer still had not approved the sale. The Board again began discussing the prospect of having the property inspected again to determine if the structure was safe. The hearing was adjourned to August 3, 2023. The short sale process was taking too long, so the buyer of the property was looking to settle the mortgage. The hearing was adjourned to September 7, 2023 with the understanding that if there was not movement on the sale of the house, steps would

be taken to determine if the house would need to be knocked down. On September 7, Mr. Callegari explained that he had sent a demand to waive the restrictions, but still had no answer. Mr. Callegari and Mr. Coyle consented to an inspection of the property. The hearing was adjourned to September 26, 2023. On September 26, 2023, the Board reconvened wherein Mr. McLaughlin explained that there was a reinspection done the prior day by the Building Department and RABCO Engineering. When the property was entered, the engineer indicated that the property was unsafe for habitability. The Building Department notified the chief of the Freeport Fire Department, who made a determination that the interior was unsafe and uninhabitable, and that people living at the property must be removed. The property was secured and boarded up with padlocks, with the ability for Mr. Coyle to get personal effects. All utilities were shut off, electric, gas, and water. Mr. Callegari explained that unfortunately, nothing had changed on his end. He was dealing directly with the loan servicer, not attorneys, and they had not made a decision on settlement. The Board determined that the property should be demolished. Mr. Coyle asked to have until November 1, 2023 because that is when he will be able to get into an apartment that he secured. He wants time to be able to pack and move the furniture and appliances he wishes to keep. The Board agreed to give Mr. Coyle the time requested.

Based on the evidence and testimony about the house on 170 Whaley Street, the Board finds pursuant to Chapter 128 of the Freeport Village Code that the house is both a nuisance and a dangerous building. Further, the house was deemed to be unsafe by RABCO Engineering, and an order was issued by the Chief of the Fire Department that the house be vacated and demolished. In accordance with this, the Board hereby issues an order of demolition, as required by the Chief of the Fire Department. Said demolition to occur on or after November 1, 2023. Any expenditure by the Village for the demolition will be applied to the homeowner's taxes, and if unpaid, will become a lien on the property.

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

DATE: October 16, 2023

A hearing was noticed for May 4, 2023, in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-58 (Property Maintenance Requirements), §128-59 (Maintenance Standards), and §128-62 (Nuisances and Abatement) as to the condition of the property located at 13 Dock Drive, Freeport, New York. The property owner Alcides Curtis was noticed, as well as Deutsche Bank and Long Beach Mortgage Trust. No one appeared. The next hearing was held on June 1, 2023 wherein Neil Curtis, the son of the owner appeared. Sergio Mauras, the Superintendent of Buildings explained that the house is in need of painting and the replacement of the roof. Additionally, there is a garage in the rear of the property that is dilapidated, which he recommends be demolished. Mr. Curtis explained that he is waiting for his contractor to replace the roof, paint, and secure the garage by reframing and rebuilding it. He said they planned to be finished by July 15, 2023. Mr. Mauras explained that a roof replacement will require a permit as the sheathing is in need of replacement. In regards to the garage, permits will be needed with signed and sealed architectural drawings.

Another hearing was held on July 6, 2023 wherein Mr. Curtis appeared again. He asked for an extension for the roof until July 21, 2023. With regard to painting, Mr. Curtis explained that they plan to put siding on the house. Mr. Curtis said that his contractor said the structure of the garage was ok, it just needed new sheathing. He did not yet have an architect. A hearing was held on August 3, 2023 wherein Mr. Curtis again appeared. Mr. Mauras explained that the garage is dilapidated and has no garage door, and has been filled with debris. The house has not been painted or sided. Mr. Curtis explained that the roof had been replaced. He said he was not financially able to address the garage right then. He said he expected to have painting done in a week. Deputy Village Attorney Robert McLaughlin said he was concerned about the safety of the garage not just for residents, but for first responders. The Board adjourned to September 7, 2023 for confirmation that the painting was complete. Mr. Mauras recommended a barrier around the garage to prevent people from entering the garage. Mr. Curtis agreed. On September 7, 2023, Mr. Curtis failed to appear. Mr. Mauras explained that little progress had been made. Some shingles were installed on the roof, but the house had not been repainted and the garage had not been secured.

Due to the lack of securing the garage, and the failure to paint, which was to be done by the middle of August, the Board passed a motion to approve the necessary repairs both of painting of the house and removal of the garage.

Based on the evidence and testimony about the house and garage on 13 Dock Drive, the Board finds pursuant to §128-59(C) (1) and (4) of the Freeport Village Code that the house and garage have not been maintained under the requirements of the code. Further, the house and garage are deemed to be a nuisance under §128-62 and §128-63 and shall be repaired as provided in the Village Code. The Board authorizes the Village Clerk to send out this decision, ordering that such repairs must be made by November 3, 2023. Should homeowner fail to complete the repairs by that date, the Board authorizes services to be obtained to repair the defects in the house, as listed above. Any expenditure by the Village for these repairs will be applied to the homeowner's taxes, and if unpaid, will become a lien on the property.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: October 12, 2023

RE: Carnival/Festival/Bazaar
Organization: Veterans Service Agency
Date: November 21, 2023
Rain Date: None
Time: 7:00 A.M. to 2:00 P.M.
Assembly Time: 7:00 A.M.
Location: Freeport Armory

Attached is a copy of the request for a Carnival~Festival~Bazaar Public Assembly Application submitted by Veteran Service Agency, to hold the Veterans Stand Down on Tuesday, November 21, 2023 (no rain date) at the Freeport Armory, Babylon Tpke from 7:00 A.M. to 2:00 P.M. Approximately 450 individuals will drive through the Armory location for this 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

Paul -
917-971-5655
576-572-6521

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

Applicant:

RALPH Esposito 2201 Hempstead Tpk BLOG Q EAST Meadow NY 11554
Name Address Apt City State Zip
(516) 572-6512 (516) 572-6565 VETERANS Service Agency
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

VETERANS Service Agency 2201 Hempstead Tpk BLOG Q EAST Meadow NY 11554
Organization Name Address City State Zip
(516) 572-6512
Telephone #

Organization Representatives (Other than applicant):

- 1) _____
Name Contact Phone# Position
- 2) _____
Name Contact Phone# Position
- 3) _____
Name Contact Phone# Position

Carnival/Festival/Bazaar Operator / Contractor:

Business Name Address City State Zip

Operator's Name Telephone #

Name & type of requested Carnival/Festival/Bazaar: VETERANS STAND DOWN

Requested Carnival/Festival/Bazaar Location: _____

Set Up Day: Tuesday Date: 11/21/2023 Set Up Start Time: 7:00 AM/PM

Dates of operation:

1st Day: Tuesday Date: 11/21/2023 Start Time: 7:00 AM/PM End Time: 2:00 AM/PM
 2nd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM
 3rd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM
 4th Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM

Equipment Removal will be done by: _____ Date: 11/21/2023 Time 5:00 AM/PM

Rain Date: NO YES Date: ___/___/20___

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?
VETERANS STAND DOWN Will occupy PART OF
Freeport Armory - OUTSIDE OF BUILDING
- 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.
10 FT x 10 FT TENT Will BE setup IN THE
PARKING LOT FOR TABLES AND CHAIRS FOR VOLUNTEERS.
-
- C) List the number and type of food vendor kiosks, booths or trailers. Include space needed for setup.
N/A
- D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers and generator units. Indicate the space or square footage required to park/stage such vehicles or units.
THREE FORD VANS Will BE used to deliver
ITEMS TO THE Freeport Armory, ON EVENT DAY.
- E) Total estimated dimension of space required to contain the full Carnival/Festival/Bazaar operation.
USE OF PARKING LOT OF Freeport Armory.
- F) Are any animals included as part of the show/Carnival/Festival/Bazaar? If so indicate what type.
N/A
- G) What is the estimated number of customers you expect daily? 450 VETERANS
DRIVING - THRU WITH CARS
- H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing.
ONE - 30 CUBIC YARD DUMPSTER FOR ALL TRASH
FOUR - PORTABLE TOILETS FOR VOLUNTEERS ONLY

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.

N/A

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.

N/A

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

EVENT SIGNS AND LAWN SIGNS AT THE LOCATION BEFORE EVENT. ALL SIGNS REMOVED AFTER THE EVENT IS COMPLETED.

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

N/A

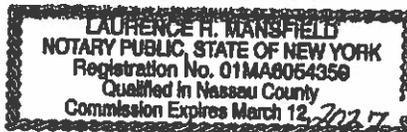
M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

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.

[Handwritten Signature]
Signature

Sworn to before me this 02 day of SEPT, 2023

[Handwritten Signature: Laurence R. Mansfield]
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.

9/22/2023

Inc. Village of Freeport
46 N Ocean Ave
Freeport, NY 11520

Insurance Requirement Notice:

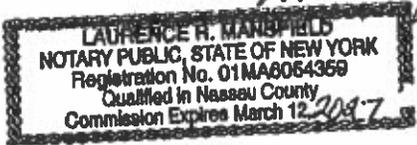
Nassau County Veterans Service Agency, agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the village for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in person or persons including employees or an account of damage to property, including loss of use thereof, arising out of or in consequence of the use of 63 Babylon Tpke, Freeport Armory in Freeport, by Nassau County Veterans Service Agency, whether or not such injury to persons or damage to property are due or claim to be due to any negligence Nassau County Veterans Service Agency of Nassau County Veterans Service Agency their employees or agents.

Sign: Ralph Esposito (Veterans Service Agency) *Ralph Esposito*
Date: 9/22/2023

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

Signature *Ralph Esposito*
Applicant

Sworn to before me this 22ND
Day of SEPTEMBER 2023
Laurence R. Mansfield
Notary



Application Approved: _____
By: _____

Application Denied: _____

BRUCE A. BLAKEMAN
County Executive



THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

September 22, 2023

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

Attention: Robert F. Kennedy
Mayor

Re: Use of premises

Dear Mayor Kennedy,

This will confirm that the County of Nassau, as a major tax-supported municipality, is a self-assumer of its general & professional liability, vehicle/auto exposures, property exposures, and workers' compensation.

The County, therefore, assumes its liability resulting from its negligence or willful misconduct in connection with the use of the premises/facilities at the Freeport Armory by the Nassau County Veterans Service Agency as respects the Veterans Stand Down Event as scheduled for Tuesday, November 21, 2023.

We trust that this letter will suffice, but please feel free to contact us if you have any questions.

Very truly yours,


Andrew Amato
Insurance

ONE WEST STREET - MINEOLA, NEW YORK 11501-4820
516-571-3056, FAX 516-571-6684, 6604

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 Veterans Service Agency 2201 Hempstead Tpke.

<u>East Meadow</u>	<u>New York</u>	<u>11554</u>	<u>(516) 572-6512</u>
City	State	Zip	Telephone #

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

Event: Veterans Stand Down at the Freeport Armory, Babylon Tpke., Freeport, NY
Sponsored by the Veterans Service Agency

Date: Tuesday, November 21st, 2023

Location: Freeport Armory, Babylon Tpke. Freeport

Time: 7:00 a.m. to 2:00 p.m. **Assembly:** 7:00 A.M.

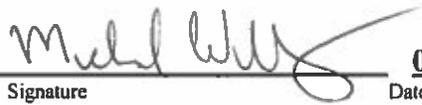
Rain Date: None

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The applicant must notify all residents and business personnel with notice of the event and any anticipated road closures. The Applicant must abide by any Governors Executive orders that may exist at the time.**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 2:00 P.M., without prompting from police or village officials.**
- 3. Participants will shut down and clear the event by 5:00 P.M. sharp without prompting from police or village officials. The participants will be responsible for removing any event signs and clean up after the event.**
- 4. If an emergency occurs, the event participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.**
- 5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic.***
- 6. Applicants: Ralph Esposito (516) 572-6512**

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 event. (Photocopies are permitted)

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

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

Issued by Deputy Chief Michael Williams  09/28/2023
Rank Name Signature Date

CC to: Mayor Village Attorney Fire Chief Public Works 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 G. Williams
DATE: 09/28/2023
RE: Veterans Stand Down
(Freeport Armory, Babylon Tpke., Freeport, NY)**

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

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

Thank you,



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

RECEIVED

2023 SEP 29 A 10:52

Freeport Police Department
Freeport, New York

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

TO: Pamela Walsh Boening, Village Clerk

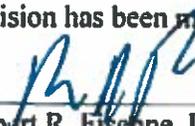
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works

DATE: September 28, 2023

RE: Carnival/Festival/Bazaar Public Assembly Permit Application
Organization: Veteran Service Agency
Applicant: Ralph Esposito
Date: Tuesday, November 21, 2023
Time: 7:00 am – 2:00 pm
Set-up Time: 7:00 am
Location: Freeport Armory

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Ralph Esposito on behalf of Veteran Service Agency, to hold a Stand Down.

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 met.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Friday, October 13, 2023 10:45 AM
To: Pamela Boening
Cc: Madelyn de la Fe
Subject: RE: 11.21.2023 Veterans Stand Down Armory

I have reviewed the Public Assembly Permit application for November 21, 2023 (Rain Date: None)

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

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, October 12, 2023 11:44 AM
To: Raymond Maguire <rmaguire@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>; India Sheard <isheard@freeportny.gov>
Subject: FW: 11.21.2023 Veterans Stand Down Armory
Importance: High

This is on the agenda for Monday night.

Please send recommendation today, so the packages can be completed for the Board of Trustees.

Pamela Walsh Boening
Village Clerk

46 N. Ocean Avenue
Freeport, NY 11520

Pamela Boening

From: Conor Kirwan
Sent: Thursday, October 12, 2023 11:49 AM
To: Pamela Boening
Subject: RE: 11.21.2023 Veterans Stand Down Armory

Approved from insurance standpoint

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, October 12, 2023 11:44 AM
To: Raymond Maguire <rmaguire@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>; India Sheard <isheard@freeportny.gov>
Subject: FW: 11.21.2023 Veterans Stand Down Armory
Importance: High

This is on the agenda for Monday night.

Please send recommendation today, so the packages can be completed for the Board of Trustees.

Pamela Walsh Boening
Village Clerk

46 N. Ocean Avenue
Freeport, NY 11520

516-377-2254

From: Pamela Boening
Sent: Wednesday, September 27, 2023 3:40 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>
Cc: carl hetzel <c.hetzel@freeportpolice.org>; mike williams <m.williams@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 11.21.2023 Veterans Stand Down Armory

Please send recommendation.

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

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma I. Lancaster, Village Assessor
 DATE: October 3, 2023
 RE: Request to correct 2020 /2021 and 2021/2022 Final Assessment Rolls - Directive of Board of Trustees Meeting of December 13, 2021

Permission is requested for the Assessor to correct and add the senior exemption assessed value amount to the 2020 / 2021 and 2021 / 2022 Final Assessment Rolls. The clerical error was due to an ownership error whereby the sister of the property owner is deceased as of 2/7/2021 and currently the property owner is alive. The removal of the senior exemption for the years 2020 and 2021 resulted in a higher assessed value for the property once the exemption was removed. The property owner did not file for her exemption in 2022/2023 and 2023/2024. On September 21, 2023, the Treasurer issued a restored tax invoice in the amount of \$1,845.83. The owner received the invoice and advised the Village Assessment Department that her sister had passed and produced a death certificate.

Where an assessed value amount is entered on an assessment roll erroneously on a parcel, it is a clerical error RPTL §550(2)(e). The error can be corrected by the Board in accordance with the provisions of RPTL §552.

S / B / L	Address	Exemption Code	Total Assessed Value Before Exemption	Village Taxable Assessed Value	Exemption Amount
55 / 242 / 14	203 E Dean St	41800	2020 – 5,925 2021 – 5,925	2020 – 2,962 2021 – 2,962	2020 – 2,963 2021 – 2,963

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustment to reverse the Restored Tax Invoice #457 for the 2020 / 2021 and 2021 / 2022 tax years and issue corrected tax bills.

Vilma I. Lancaster

Vilma I. Lancaster
 Village Assessor

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

WHEREAS, permission is requested for the Assessor to correct and add the senior exemption assessed value amount to the 2020/2021 and 2021/2022 Final Assessment Rolls; and

WHEREAS, the clerical error was due to an ownership error whereby the sister of the property owner is deceased as of 2/7/2021, and currently, the property owner is alive; and

WHEREAS, this clerical error may be corrected by the Board in accordance with the provisions of the Real Property Tax Law; and

WHEREAS, this error was brought to the Assessor's attention after the adoption of the Final Assessment Rolls for 2020/2021 and 2021/2022; and

S / B / L	Address	Exemption Code	Total Assessed Value Before Exemption	Village Taxable Assessed Value	Exemption Amount
55 / 242 / 14	203 E Dean St	41800	2020 – 5,925 2021 – 5,925	2020 – 2,962 2021 – 2,962	2020 – 2,963 2021 – 2,963

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 2020/2021 and 2021/2022 Final Assessment Rolls, and that the Village 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

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

TO: Mayor and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: October 12, 2023

RE: Request to Correct Tax Bill for 2023/2024
Owner: Luis Alberto
Location: 322 Miller Ave
Section, Block, & Lot: 62-163-170

The current property owner Mr. Alberto advised the Assessment Department that the house was demolished since 2018. In reviewing our Building Department records, the house had started demolishing in 2018 without a permit and received a stop work order under the previous owner (Premier Real Estate Co). On April 13, 2021 Mr. Alberto purchased the property and it was recorded April 28, 2021. A permit was applied for on March 3, 2022 to demolish the portion of the house that was left and he received a certificate of completion April 15, 2022.

In 2021, Mr. Alberto paid the taxes for the property whose total assessed value was 4,950. In 2022/2023 and 2023/2024 the taxes have not been paid. The property assessed value was not reduced in 2023/2024 after the house was demolish in March of 2022.

RPTL§550(2)(b)). The above-captioned property was entitled to a reduction of his property assessment on his tax bill and he should have been charged for land only.

Permission is hereby requested to correct the 2023/2024 Final Assessment and Tax Rolls and request that the Treasurer issue a tax bill to charge for land only assessment. This change will decrease the 2023/2024 taxable assessed value of the property from 4,950 to 1,590 until a house is built.


Vilma I. Lancaster
Assessor

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

WHEREAS, the Assessor is requesting Board approval to correct the 2023/2024 Final Assessment Roll for the property located at 322 Miller Avenue, Section 62, Block 163, Lot 170; and

WHEREAS, as per the Building Department records, a demolition of the house started in 2018 without a permit and received a stop work order under a previous owner; and

WHEREAS, the current owner filed for a demolition permit on March 3, 2022 for the portion of the house that was left, and received a certificate of completion on April 15, 2022; and

WHEREAS, the assessment for the house was not removed for the 2023/24 Final Assessment Roll; and

WHEREAS, the assessment of a property with a structure that has been demolished 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

WHEREAS, the above-captioned property is entitled to a reduction of his property assessment for the 2023/2024 Final Assessment Roll and he should have assessed for land only; and

WHEREAS, this change will decrease the 2023/2024 taxable assessed value of the property from 4,950 to 1,590; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, authorize the Assessor to correct the 2023/2024 Final Assessment Roll as outline above and authorize the Village Treasurer to issue a corrected tax bill.

The Clerk polled the Board as follows:

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: October 4, 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 Veteran/ Combat, Disabled Veteran and Veteran Eligible Funds 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
62 / 137 / 38	51 Westside Ave	41131 Veteran War Time/ Combat	900	Property Sold 09/15/2023
		41141 Veteran Disable	788	
55 / 171 / 101	54 E Woodbine Dr	41101 Veteran Eligible Funds	3,500	Property Sold 08/21/2023

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments 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
62 / 137 / 38	51 Westside Ave	41131 Veteran War Time/ Combat	900	Property Sold 09/15/2023
		41141 Veteran Disable	788	
55 / 171 / 101	54 E Woodbine Dr	41101 Veteran Eligible Funds	3,500	Property Sold 08/21/2023

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: October 5, 2023
RE: Request to establish 206 Smith LLC PILOT

A permission is hereby requested to establish 206 Smith LLC as a PILOT in 2024/2025 for the Tentative Assessment Roll to reflect the change of the current assessed value due to receiving from the IDA, the PILOT agreement amount for the Village.

An adjustment will be required to the current assessed value that was based on the 2023 Equalization Rate of \$1.50 and was entered into the PAS System for the 2023 adoption of the budget.

The Village received a PILOT amount of \$12,923.79 after the IDA calculated the Village PILOT portion for the 2024/2025 Village Tentative Budget.

S / B / L	Property Address	PILOT Owners	Current -Total Assessed Value 2023/2024	New PILOT Assessed Value Amount 2024/2025
62 / 114 / 18	206 Smith St	206 Smith LLC	21,206	20,964


Vilma I. Lancaster, Assessor

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

WHEREAS, the Village Assessor is requesting Board approval to establish 206 Smith LLC as a PILOT in 2024/2025 for the Tentative Assessment Roll to reflect the change of the current assessed value due to receiving from the IDA, the PILOT agreement amount for the Village; and

WHEREAS, an adjustment will be required to the current assessed value that was based on the 2023 Equalization Rate of \$1.50 and was entered into the PAS System for the 2023 adoption of the budget; and

WHEREAS, the Village received a PILOT amount of \$12,923.79 after the IDA calculated the Village PILOT portion for the 2024/2025 Village Tentative Budget; and

S / B / L	Property Address	PILOT Owners	Current -Total Assessed Value 2023/2024	New PILOT Assessed Value Amount 2024/2025
62 / 114 / 18	206 Smith St	206 Smith LLC	21,206	20,964

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees be authorized to retroactively approve the corrections to the 2024/2025 Tentative Assessment Roll.

The Clerk polled the Board as follows:

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

Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: October 5, 2023

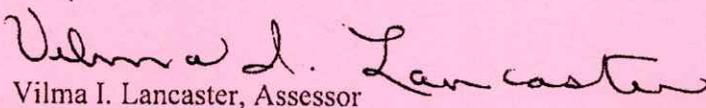
RE: Request to Terminate PILOTS from 2024/2025 Tentative Assessment Roll

A permission is hereby requested to remove the PILOTS from the list below for 2024/2025 Tentative Assessment Roll. The request is based on a letter received from the IDA dated July 1, 2023 advising that the agreement with the Village and IDA for the PILOTS will be terminating as of 12/31/2023.

The properties listed below will now be taxed in 2024 and the new market value will be calculated for 2024 / 2025. An adjustment for the assessed value for 2024 will be calculated based on the new EQ Rate and Market Rate.

S / B / L	Property Address	PILOT Owners	Current Assessed Value 2023/2024
62-035-5,25	27 Saint Johns' Pl	Dover Gourmet	Lot 5 – 25,472 Lot 25 – 54,128 Total - 79,600
62-230-63	129 Hanse Ave	North Shore Linen	94,297
TOTAL Assessed Value			173,897

S / B / L	Property Address	EQ 1.50 Market Value	EQ 1.30 Market Value
62-035-5,25	27 Saint Johns' Pl	Lot 5 –\$1,698,133 Lot 25- \$3,608,533 Total – \$5,306,666	Lot 5 – \$1,959,385 Lot 25 –\$4,163,692 Total \$6,123,077
62-230-63	129 Hanse Ave	\$6,286,466	\$7,253,615


Vilma I. Lancaster, Assessor

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

WHEREAS, the Village Assessor is requesting Board approval to remove the PILOTS from the list below for 2024/2025 Tentative Assessment Roll; this request is based on a letter received from the IDA dated July 1, 2023 advising that the agreement with the Village and IDA for the PILOTS will be terminating as of 12/31/2023; and

WHEREAS, the properties listed below will now be taxed in 2024 and the new market value will be calculated for 2024/2025; an adjustment for the assessed value for 2024 will be calculated based on the new EQ Rate and Market Rate; and

S / B / L	Property Address	PILOT Owners	Current Assessed Value 2023/2024
62-035-5,25	27 Saint Johns' Pl	Dover Gourmet	Lot 5 – 25,472 Lot 25 – 54,128 Total - 79,600
62-230-63	129 Hanse Ave	North Shore Linen	94,297
TOTAL Assessed Value			173,897

S / B / L	Property Address	EQ 1.50 Market Value	EQ 1.30 Market Value
62-035-5,25	27 Saint Johns' Pl	Lot 5 –\$1,698,133 Lot 25- \$3,608,533 Total – \$5,306,666	Lot 5 – \$1,959,385 Lot 25 –\$4,163,692 Total \$6,123,077
62-230-63	129 Hanse Ave	\$6,286,466	\$7,253,615

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees be authorized to retroactively approve the corrections to the 2024/2025 Tentative Assessment Roll.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: September 22, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Request to Advertise –Bid #23-11-ELEC-676
Furnishing of 15 KV, EPR Insulated, Reduced Diameter, 300 MCM Copper Cable (3-1/C Paralleled)

Attached please find specifications for Furnishing of 15 KV, EPR Insulated, Reduced Diameter, 300 MCM Copper Cable (3-1/C Paralleled). This cable is used to maintain the Village's distribution system.

I request authorization to advertise a Notice to Bidders on October 19, 2023 in the Freeport Herald and other relevant publications. Specifications would be available from October 23, 2023, until November 17, 2023. The bids would have a returnable date of November 21, 2023. Attached is a copy of the Notice to Bidders for your review.

The cost of the cable will be charged to Account #E 123000 (Inventory). There are sufficient funds available for this expense.



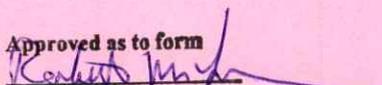
Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village
of Freeport, ou=Freeport Electric,
email=alivingston@freeportelectric.co
m, c=US
Date: 2023.09.22 11:22:06 -0400

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the Furnishing of 15 KV, EPR Insulated, Reduced Diameter, 300 MCM Copper Cable (3-1/C Paralleled), Bid #23-11-ELEC-676; and

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

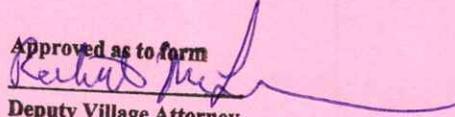
WHEREAS, the cost of this cable will be charged to E 123000 (Inventory) and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for the "Furnishing of 15 KV, EPR Insulated, Reduced Diameter, 300 MCM Copper Cable (3-1/C Paralleled), Bid #23-11-ELEC-676", in the Freeport Herald and other relevant publications of general circulation on October 19, 2023, with specifications available from October 23, 2023 through November 17, 2023, with a return date of November 21, 2023.

The Clerk polled the Board as follows:

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

Approved as to form


Deputy Village Attorney

NOTICE TO BIDDERS

BID #23-11-ELEC-676

**FURNISHING OF 15 KV, EPR INSULATED, REDUCED DIAMETER, 300 MCM
COPPER CABLE (3-1/C PARALLELED)**

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

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “Furnishing of 15 KV, EPR Insulated, Reduced Diameter, 300 MCM Copper Cable (3-1/C Paralleled)” until 11:00 A.M. on Tuesday, November 21, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from 9:00 A.M. on Monday, October 23, 2023, until 4:00 P.M. on Friday, November 17, 2023.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – October 19, 2023

VILLAGE OF FREEPORT

Nassau County, New York



Contract and Specifications for FURNISHING OF 15 KV, EPR INSULATED, REDUCED DIAMETER, 300 MCM COPPER CABLE (3-1/C PARALLELED)

BID #23-11-ELEC-676

MAYOR

ROBERT T. KENNEDY

TRUSTEES

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

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



Al Livingston Jr., Superintendent
Inc. Village of Freeport

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NOTICE TO BIDDERS

BID #23-11-ELEC-676

FURNISHING OF 15 KV, EPR INSULATED, REDUCED DIAMETER, 300 MCM COPPER CABLE (3-1/C PARALLELED)

FOR THE INCORPORATED VILLAGE OF FREEPORT ELECTRIC DEPARTMENT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “Furnishing of 15 KV, EPR Insulated, Reduced Diameter, 300 MCM Copper Cable (3-1/C Paralleled)” until 11:00 A.M. on Tuesday, November 21, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from 9:00 A.M. on Monday, October 23, 2023, until 4:00 P.M. on Friday, November 17, 2023.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – October 19, 2023

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

INSTRUCTIONS TO BIDDERS

1. **PROJECT IDENTIFICATION**

These instructions are relative to the Village of Freeport Electric Department Project: “Furnishing of 15 KV, EPR Insulated, Reduced Diameter, 300 MCM Copper Cable (3-1/C Paralleled)”

2. **DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Monday, October 23, 2023, until 4:00 P.M. on Friday, November 17, 2023.

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

3. **FEE FOR BID DOCUMENTS**

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

4. **FORM**

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as part of the bid documents and shall be submitted in a sealed envelope clearly marked “Furnishing of 15 KV, EPR Insulated, Reduced Diameter, 300 MCM Copper Cable (3-1/C Paralleled).”

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

5. **DELIVERY OF PROPOSALS**

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

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

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

6. TAXES

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

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

7. BID SECURITY

Not required.

8. QUALIFICATIONS OF BIDDERS

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

9. INTERPRETATION OF DOCUMENTS

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

10. ADDENDUM

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

11. MODIFICATIONS

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

12. CORRECTIONS

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

13. WITHDRAWAL

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

14. SUBLETTING OR ASSIGNING THE CONTRACT

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

15. MULTIPLE PROPOSALS

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

16. AGREEMENT

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

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

17. GUARANTEE

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

18. RIGHT TO REJECT BIDS

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

19. EXECUTION

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

20. DELIVERY

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

21. EQUAL OPPORTUNITY

The Municipality is an Equal Opportunity employer.

Village of Freeport / Freeport Electric

Specification for

**FURNISHING OF 15 KV, EPR INSULATED, REDUCED
DIAMETER, 300 MCM COPPER CABLE
(3-1/C PARALLELED)**

SPECIFICATION
FOR
15 KV, EPR INSULATED, REDUCED DIAMETER,
300 KCMIL COMPACT ROUND COPPER CABLE (3-1/C PARALLELED)
WITH FLAT STRAP NEUTRALS

INC. VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT

(Freeport Electric)



Revised 4/6/21

Title: Specification for 3-1/C Paralleled, Reduced Diameter, Single Conductor 15 KV Underground Cables, Ethylene Propylene Rubber (EPR) Insulated, 300 Kcmil Compact Round Copper Cable with Flat Strap Neutrals.

Application: These cables are intended for use within Freeport Electric's (FE) underground distribution system in nominal 3 inch ducts.

Specification

1. GENERAL:

This specification describes the construction of three parallel single conductor (3-1/C) 300 Kcmil cables. The cables shall be rated for 15 KV operation and shall be furnished for installation in 3 inch conduit. Cable insulation shall be thermosetting ethylene propylene rubber (EPR) suitable for normal installation, indoors or outdoors, in conduit, in air, intermittent or continuous submersion in water, and direct burial. All cable furnished shall be in complete compliance with this specification. Cable shall be manufactured and tested in accordance with ICEA, NEMA, AEIC, UL, as indicated below and other applicable cable standards.

2. SINGLE CONDUCTOR:

Conductor shall be 300 Kcmil copper, 37 strands, Class B compact round, annealed uncoated per ASTM B- 496.

3. INSULATION SYSTEM:

The insulation system shall be composed of an inner thermo-setting EPR semi-conducting shield extrusion of 0.027 inches over the conductor meeting the requirements of ICEA S-93-639/NEMA WC74, AEIC CS8 and UL 1072.

An EPR primary insulation of .175 mils shall be extruded over the strand shield meeting the requirements of ICEA S-93-639/NEMA WC74 & S-97-682, AEIC CS8 and UL 1072. The primary insulation shall be a high quality corona, ozone, and discharge resistant thermosetting

ethylene propylene rubber (EPR) compound. The insulation shall not contain any visible voids or contaminants when examined with a minimum of 15 power magnification. The insulation system shall be suitable for continuous use at conductor temperatures not exceeding 105° C and for short time emergency loading conditions not exceeding 140°C. Minimum average thickness of the insulation system at any part of the cable shall not be less than 175 mils.

An outer thermo-setting EPR semi-conducting extrusion layer of 0.027 inches shall be extruded over the insulation meeting the same requirements as shown for the conductor shield above. The nominal cable O.D over the outer extrusion layer shall not exceed 1.030 inches.

4. FLAT STRAP NEUTRALS:

1/3 flat strap neutrals per cable consisting of 15 uncoated copper straps shall be applied helically over the outer semi-con layer on each cable. Each strap shall be .020 inches thick X .175 inches wide.

5. JACKET:

A continuous extruded jacket of moisture, heat, oil, ultraviolet, and abrasion resistant black polyethylene shall be applied over the insulation and neutrals. The minimum average thickness of the jacket at any point of the cable shall not be less than 0.045 inches. Cables shall have the manufacturer's name, production date, cable size, cable voltage, insulation level (100%), and a continuous measurement (in feet) embossed in white indelible lettering. The diameter of the complete 1/C cable shall not exceed an OD of 1.170 inches.

6. CABLE ASSMEBLY:

Cables shall be assembled as 3-1/C paralleled on each reel. DO NOT TRIPLEX. Lengths of each reel are indicated in paragraph 8. An engineering drawing of vendor's proposed cable design showing outer diameter dimensions for each cable layer shall be furnished with the submitted bid for engineering evaluation. Attach drawing following Appendix A (Exceptions to Specifications).

7. DC HI POT TEST:

At any time during and after installation, a high voltage DC Hi Pot test may be made at a voltage of 55 KV for a minimum of 15 consecutive minutes.

8. CUTTING LENGTHS:

Cutting lengths shall be as per list below. Each length shall be a three conductor assembly furnished of three single cables, parallel lay (without twisting) on reels as noted. The cutting lengths shall be to exact measurements as follows:

<u>REEL</u>	<u>LENGTH IN FEET</u>
1	700ft Reel
2	700ft Reel
3	800ft Reel
4	200ft Reel

Total 3-1/C 15KV 300 KCMIL – 2400’

9. REELS:

All cable to be shipped on non-returnable reels.

10. WARRANTY:

The manufacturer shall warrant that the cables supplied to the purchaser will be free from defects in material and workmanship for the forty-year design life of the cable; provided the cable is employed under conditions contemplated and covered by the design specifications, and provided further that the cable is installed, spliced, terminated, maintained and operated in accordance with the manufacturer’s recommended procedures. In the event that the cable is defective in manufacture, as mutually determined by the purchaser and manufacturer or by an independent certified testing laboratory, the manufacturer will replace the defective sections between two splices with new cable to be furnished free of charge to the same delivery point originally called for in the order. The warranty document incorporated herein shall be duly completed and included with the bid. The manufacturer will not be responsible for any defects to electrical equipment other than the cables supplied under this order.

The manufacturer shall not be responsible for mechanical or physical damages to the cables or for improper splicing, termination, maintenance or operation which is in accordance with standard recommended practice and procedures.

11. DELIVERY:

Items shall be delivered in one shipment during regular working hours on low-boy trailer or trailers to Village of Freeport Stores, 220 West Sunrise Highway, Freeport, N.Y., within seventy-five (75) calendar days after award of contract.

12. PRICING:

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

13. PAYMENT:

Payment shall be made within thirty (30) days after receipt of invoice by purchaser.

14. BIDDER'S QUALIFICATIONS:

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

15. SAMPLE:

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

16. EXCEPTIONS:

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

PROPOSAL

TO BE FILLED OUT BY BIDDER:

3-1/C PARALLELED CABLES AS PER
SPECIFICATION

<u>LENGTH</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
700'		
700'		
800'		
200'		
	NET SUM	

PROPOSAL
FURNISHING OF 15 KV, EPR INSULATED, REDUCED DIAMETER, 300
MCM COPPER CABLE (3-1/C PARALLELED)

DATE: _____

NAME: _____

ADDRESS: _____

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

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

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NOTES:

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

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NON-COLLUSIVE BIDDING CERTIFICATION

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

PROPOSAL - CONT'D

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

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

BIDDER: _____

BIDDER'S ADDRESS: _____

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

BIDDER'S TELEPHONE (DAY): _____

(NIGHT - EMERGENCY): _____

FAX NUMBER: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

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

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

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

DATED: THE _____ DAY OF _____

REFERENCES

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

1)

Name: _____

Company: _____

Address: _____

Phone: _____

2)

Name: _____

Company: _____

Address: _____

Phone: _____

3)

Name: _____

Company: _____

Address: _____

Phone: _____

BID PROPOSAL

**Furnishing of 15 KV, EPR INSULATED, REDUCED DIAMETER, 300 MCM
COPPER CABLE (3-1/C Paralleled)
as per specifications, or equal**

NAME OF BIDDER _____

ADDRESS _____

MAILING ADDRESS/P.O. BOX _____

TELEPHONE NO. () _____

FAX NO. _____

EMAIL _____

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

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

_____ \$ _____
(Write Total Amount in Words)

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

(Signature of Bidder) (Title) (Date)

(Print or Type Name) (Telephone)

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

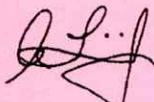
INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: October 10, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Request to Advertise – RFP #23-11-ELEC-678
1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid (Revised)

Attached please find specifications for the Furnishing of 1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid. This heater is needed to replace a failed heater.

I request authorization to advertise a Request for Proposal on October 19, 2023 in the Freeport Herald and other relevant publications. Specifications would be available from October 23, 2023, until November 2, 2023. The proposals would have a returnable date of November 21, 2023. Attached is a copy of the Request for Proposals for your review.

The cost of the heater will be charged to Account #E 7156006 510000. There are sufficient funds available for this expense.



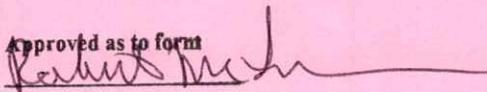
Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc.
Village of Freeport, ou=Freeport
Electric,
email=alivingston@freeportelectric
.com, c=US
Date: 2023.10.10 15:48:15 -0400

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to authorize the Village Clerk to advertise a Request for Proposals for the Furnishing of 1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid, RFP #23-11-ELEC-678; and

WHEREAS, this heater is needed to replace a failed heater; and

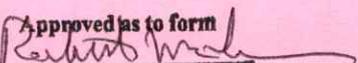
WHEREAS, the procurement of said heater requires the use of a formal Request for Proposals; and

WHEREAS, the cost of the heater will be charged to Account #E 7156006 510000 and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Request for Proposals for the "Furnishing of 1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid, RFP #23-11-ELEC-678", in the Freeport Herald and other relevant publications of general circulation on October 19, 2023, with specifications available from October 23, 2023 through November 2, 2023, with a return date of November 21, 2023.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

REQUEST FOR PROPOSALS
1200 KW GLYCOL HEATER REPLACEMENT
FOR
TURBINE INLET HEATING SKID
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid” until 4:00 P.M. on Tuesday, November 21, 2023.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at www.freeportny.gov. Specifications will be available from 9:00 A.M. on Monday, October 23, 2023, until 9:00 A.M. on Thursday, November 2, 2023. A **mandatory** walk-through is scheduled for Thursday, November 2, 2023 at 9:00 A.M.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – October 19, 2023

FREEPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

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

October 3, 2023

To: Mayor Robert T. Kennedy
Board of Trustees

Re: Replacement of 45 Minute Cylinders with valves

We replaced our 108 Self Contained Breathing Apparatus (SCBA) in 2007. Each SCBA has two cylinders, for a total of 216 cylinders. The Department had our Research and Development committee embark on putting together a plan to replace the 15 year old SCBA's. We have placed that on hold as the new standards and features being offered will not be available until 2025.

The current cylinders we are utilizing have gone past their useful life. We are unable to have them hydrostatically tested, as required, because they are older than 15 years.

We have to replace 150 of the 216 cylinders we are currently using. The current NY State Contract price per cylinder is \$1,373.40 per. The vendor advised that the cost is increasing as of October 15, 2023 to \$1,566.60. We were looking at a cost to replace the cylinders of \$ 206,100.00. That cost will see an increase to \$ 234,900.00 per cylinder after October 15, 2023.

We have an opportunity, with a very small window, to purchase 150 Cylinders at \$748.00 per for a total cost of \$ 112,200.00. These are cylinders that were earmarked for a Federal Project that was canceled. I have attached the quotes and a spreadsheet with the projected costs.

We respectfully request your approval to take advantage of this significant savings opportunity. The positive financial impact will be \$ 93,900.00 (\$ 122,700.00 after 10/15/23).

Therefore, we are requesting retroactive permission to purchase 150 Scott 45 minute cylinders with valves at a cost of \$ 748.00 per for a total of \$112,200.00. The Scott 45 Minute cylinders fall under the NY State Contract – PC 69034

October 3, 2023

The Treasurer's and Comptroller's office has set up an account for this expense to be charged to H349702 527725 "2023 FD SCBA CYLINDER"

We have secured a quote from a Scott Fire and Safety authorized vendor
South Shore Fire & Safety Equipment Distributors
579 E. Meadow Ave.
East Meadow, NY 11554
516-794-4000

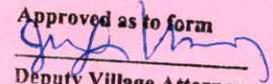
If you have any questions or need additional information, please feel free to contact me.

Sincerely,



Raymond F. Maguire
Executive Director

Attachments

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Executive Director of the Fire Department is requesting Board approval for the replacement of forty-five (45) minute Self Contained Breathing Apparatus (SCBA) cylinders with valves; and

WHEREAS, the current cylinders we are utilizing have gone past their useful life; the Department is unable to have them hydrostatically tested, as required, because they are older than fifteen (15) years; and

WHEREAS, the Department needs to replace 150 of the 216 cylinders; and

WHEREAS, the current New York State Contract price per cylinder is \$1,373.40; as of October 15, 2023, an increase in price per cylinder will be \$1,566.60 (a total cost from \$206,010.00 to \$234,990.00 per cylinder); and

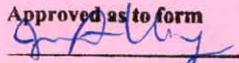
WHEREAS, the Department has an opportunity, with a very small window, to purchase 150 Cylinders from South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York 11554, at \$748.00 per cylinder, for a total cost of \$112,200.00; and

WHEREAS, the Comptroller's office has set up an account for this expense to be charged to H349702 527725 "2023 FD SCBA CYLINDER"; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the retroactive purchase of 150 Cylinders for the replacement of forty-five (45) minute Self Contained Breathing Apparatus (SCBA) cylinders with valves from South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York 11554, for a total cost of \$112,200.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Replacement of outdated Scott Cylinders

MES \$ 1,373.40 per NY State Contract Pricing	150	\$ 206,010.00
South Shore \$ 1,373.40 per NY State Contract Pricing	150	\$ 206,020.00
Special Pricing from Scott (there are 170 currently available)	150	\$ 112,200.00

Quote

SOUTH SHORE FIRE & SAFETY
EQUIPMENT DISTRIBUTORS INC
579 EAST MEADOW AVENUE
EAST MEADOW, NY 11554
PH 516-794-4000 FAX 516-794-1016

Order Number: 0022935
Order Date: 9/15/2023

Salesperson: 0000
Customer Number: 00-FREEPO3

Sold To:
FREEPORT FIRE DEPARTMENT
AUDITORS OFFICE
46 NORTH OCEAN AVENUE
FREEPORT, NY 11520-0290
Confirm To:
RAY MAGUIRE

Ship To:
FREEPORT FIRE DEPARTMENT
AUDITORS OFFICE
46 NORTH OCEAN AVENUE
FREEPORT, NY 11520-0290

Customer P.O.	Ship VIA	F.O.B.		Terms		
				NET 30		
Item Code	Unit	Ordered	Shipped	Price	Amount	
N/I/P SCOTT 4.5 45MIN CYLINDERS W/ VALVE SCOTT SURPLUS CYLINDER	EACH	150.00	0.00	748.00	112,200.00	

CURRENT PC 69034 IS \$1,373.40 EACH

NEW PC PRICE WITHIN 30 DAYS WHEN APPROVED WILL BE \$1,566.60 EACH

FOB FACTORY/ADD 3% FOR CC PAYMENTS/PLUS FREIGHT
PRICE VALID FOR 10 DAYS DUE TO VENDOR INCREASES

Net Order:	112,200.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	112,200.00

(877) 637-3473

Quote

Quote # QT1719356
Date 07/13/2023
Expires 07/28/2023
Sales Rep Bailey, Mitchell
Shipping Method MES Delivery
Customer Freeport Fire Department (NY)
Customer # C263193

Bill To
 Freeport Fire Department
 PO Box 229
 15 Broadway Freeport
 Freeport NY 11520
 United States

Ship To
 MES Coastal Fire
 95K Hoffman Lane
 Islandia NY 11749
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	100	\$1,373.40	\$137,340.00

Shipping Included in NYS Contract Price

Subtotal \$137,340.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$137,340.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

TO: Robert T. Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: September 21st, 2023
RE: Approval of the Police Traffic Services Grant 2024

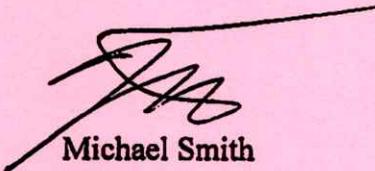
This is to request Village Board approval of the attached contract for the Police Traffic Services Grant (PTS) between the Village of Freeport and the State of New York. The program consists of funding for overtime patrols to participate in initiatives for aggressive driving, Buckle up NY, and reduce dangerous driving behaviors.

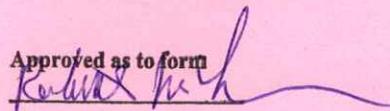
The contract provides \$19,200.00 for this project and is in effect from October 1, 2023 to September 30, 2024. There is no matching funds requirement for this program.

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.


Michael Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

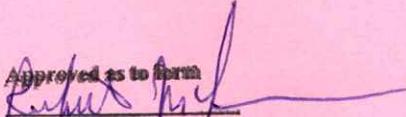
WHEREAS, the State of New York, under the Police Traffic Services Grant (PTS) program, has offered the Village of Freeport a grant award in order to defray the costs incurred for police overtime associated with a seat belt compliance and dangerous driving related violations; and

WHEREAS, under the terms of the agreement the Village of Freeport will receive the sum of \$19,200.00 from the State of New York, to be used toward these overtime costs with no matching funds from the Village; 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 State of New York and the Incorporated Village of Freeport, for a term of beginning October 1, 2023 and ending September 30, 2024 for an amount of \$19,200.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

JUSTIN O'CONNOR
Director



(518) 474-0972
Fax: (518) 473-Q946

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

September 18, 2023

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

Re: PTS-2024-Freeport Village PD -00034-(030)
Police Traffic Services
T007044
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2023

Dear Sergeant Andrew Berg:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Freeport Village Police Department has been awarded a total of \$19,200 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$4,800
Regular PTS Enforcement	\$14,400
Other Than Personal Services	\$0
Grand Total	\$19,200

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 the County, City, Town, or Village, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee.

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.

TrafficSafety.ny.gov

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin O'Connor". The signature is fluid and cursive, with the first name "Justin" and last name "O'Connor" clearly distinguishable.

Justin O'Connor
Director

CRD:bp
Enclosure

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: DMVOI/3700393</p> <p>CONTRACT NUMBER: T007044</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="radio"/> Multi-Year Agreement <input checked="" type="radio"/> Simplified Renewal Agreement <input type="radio"/> Fixed Tenn Agreement</p>
<p>CONTRACTOR SFSPAYEE NAME:</p> <p>FREEPORT VILLAGE OF</p>	<p>TRANSACTION TYPE:</p> <p><input type="radio"/> New <input checked="" type="radio"/> Renewal <input type="radio"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Police Traffic Services-PTS</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>PTS-2024-Freeport Village PD -00034-(030)</p> <p>CFDA NUMBER (Federally Funded Grants Only): 20.600</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>46 N OCEAN AVE FREEPORT, NY 11520</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="radio"/> Check if same as primary mailing address</p> <p>46 N OCEAN AVE</p> <p>FREEPORT, NY 11520</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="radio"/> Check if same as primary mailing address</p> <p>40 NORTH OCEAN AVENUE FREEPORT, NY 11520</p>	<p>CONTRACTOR STATUS:</p> <p><input type="radio"/> For Profit <input checked="" type="radio"/> Municipality. Code: 280438601 850 <input type="radio"/> Tribal Nation <input type="radio"/> Individual <input type="radio"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input checked="" type="radio"/> Sectarian Entity</p>

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 (y./ork 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 LB 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 I 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 I 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. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must 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 with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation 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 uploaded in eGrants in the attachment section of the claim 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 they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

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.

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. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in addition to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 16, 2024, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

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.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

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.

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.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

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.

Notices to the Contractor shall be addressed to:

Andrew Berg
Sergeant
Freeport Village Police Department
40 NOcean 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

POLICE TRAFFIC SERVICES GRANT PROGRAM CONDITIONS:

The contractor must provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety Committee.

Participation in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign is a requirement of the Police Traffic Services grant program. Lack of participation will result in the end of funding for the remainder of the grant year.

During the two-week Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization campaign, grant funding can only be used to conduct occupant restraint enforcement. Remainder of page intentionally left blank. Go to page 5.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

Contractors are expected to enforce seat belt and child restraint laws throughout the grant cycle.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- seat belt and child restraint violations
- speeding violations
- aggressive driving violations
- distracted driving violations
- No Empty Chair enforcement initiatives (all five days of enforcement campaign)
- pedestrian safety violations
- motorcycle safety violations
- passing stopped school buses violations and Operation Safe Stop participation
- participation in other special enforcement campaigns identified by the GTSC.
- routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions).

GTSC funding may NOT be used for the following types of enforcement:

- Motorcycle only details
- Impaired driving details (with the exception of the last day of the No Empty Chair enforcement initiative)
- Commercial vehicle inspection operations, weight details or any other activity relating solely to commercial vehicles

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 Primacy 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-Primazy 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: Police Traffic Services - PTS

CONTRACTOR SFS PAYEE NAME: FREEPORT VILLAGE OF

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

Personal Services:

Number of Seat Belt Mobilization Enforcement Hours (During May 20 through June 2), and hourly pay rate.¹

Number of Hours	Hourly rate	Total Personal Services
40	\$120.00	\$4,800.00

Number of regular PTS Enforcement Hours and hourly pay rate.¹

Number of Hours	Hourly rate	Total Personal Services
120	\$120.00	\$14,400.00

¹Hourly pay rate - Estimate of average pay rate of eligible officers for budgeting purposes, rounded to the nearest dollar. However, agency must request reimbursement for actual officer pay rates. GTSC does not reimburse fringe benefits costs on overtime.

Other Than Personal Services

Other costs must be related to grant activity. Each item must be listed separately and justified, or it will not be considered for funding.

Item	Justification	Item Cost, \$

Total Other Than Personal Services: \$0.00
Total Funding Request: \$19,200.00

ATTACHMENT C
WORK PLAN
SUMMARY

PROJECT NAME: Police Traffic Services - PTS

CONTRACTOR SFS PAYEE NAME: FREEPORT VILLAGE OF

CONTRACT PERIOD: From: 10/01/2023

To: 09/30/2024

General:

Police Traffic Services (PTS) funding is intended to be used for supplemental, overtime traffic enforcement/engagement hours by police agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-1 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" Campaign:

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)", is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization that will take place May 20 -June 2, 2024. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization.

Regular PTS Enforcement:

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency's crash reduction goals.

CLICK IT OR TICKET

Buckle Up New York (BUNY), "Click It or Ticket" (CIOT), is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

Lack of participation in the required Click It or Ticket seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

No other enforcement activities will be funded during the two-week mobilization period.

1. This agency will participate in the Click It or Ticket seat belt enforcement mobilization that will take place May 20 -June 2, 2024.
2. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization progress report by June 16, 2024-two weeks after conclusion of the Click It or Ticket mobilization.
3. Agency agrees to submit the Click It or Ticket seat belt enforcement mobilization claim for payment by July 3, 2024.
4. How many dedicated seat belt details does your agency plan to staff during the Click It or Ticket enforcement period? 5
 - a. Which of the following enforcement strategies will your agency employ?
Check all that apply: Checkpoints Roving patrols Bicycle patrols
Other Please explain:
5. This agency will plan inter-agency enforcement details: Yes No
If yes, list at least one partner agency:
6. This agency will conduct a pre- or post-mobilization seat belt compliance survey: Yes No
7. This agency will conduct at least one enforcement detail between the hours of 4:00 pm and 8:00 pm:
Yes No
8. In the space below, provide additional information about your planned seat belt enforcement operations, such as locations to be used, tactics, creative approaches, etc.
The Freeport Police Department will participate in the Click It or Ticket seat belt enforcement mobilization. During this period, the department will assign officers on overtime to address compliance with seat belt and child safety seat regulations. During the mobilization officers will be assigned in teams to locations where traffic may be monitored in a safe and efficient manner to enforce seat belt violations. During the enforcement period there will be a zero tolerance policy, and operators and passengers will be issued summonses for any observed violations. Violators will be observed using mobile patrols, fixed location observations and check points. Enforcement days and times are planned to be between Friday to Monday, between 9:00am and 6:00pm according to current statistics. Due to the variable traffic patterns, locations will be determined at the time of the officer's deployment.

Earned media refers to publicity gained through promotional efforts other than paid media advertising. This includes outreach to local news outlets and/or social media to promote the use of occupant restraints. Media kits are available on line at <https://www.trafficsafetymarketing.gov/get-materials/seat-belts>

9. This agency will conduct earned media efforts prior to or during the 2024 Click It or Ticket enforcement mobilization Yes No

List outreach:

Local Paper

Village Social Media

Village Website

10. Provide GTSC occupant protection roll-call training materials to all patrol officers working on grant related activities for them to review. For a copy of the training materials, contact the Governor's Traffic Safety Committee.

YES, we will incorporate this

End of Click It or Ticket Work Plan

REGULAR PTS

Location 1

1. Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any geographic site within your jurisdiction like an intersection, a State Route, business district, or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance. Please provide supporting crash data.
W Merrick Rd, Freeport NY (12%)
2. What is/are the primary contributing factor(s) causing these crashes? Provide crash data.
Over 60% of auto accidents on W Merrick Rd are due to failure to yield, following too closely, and improper turning.
3. When are these crashes occurring (time of day, day of week and/or month(s) of year)? Provide crash data.
Over 80% of accidents occur on Monday through Friday. Over 59% of the accidents occur between 1300hrs and 1900hrs.
4. Enforcement Strategy: How will you deploy agency resources to address this problem? Provide details including who, what, when, etc.
Officers will be deployed in marked and unmarked police vehicles to the location to enforce traffic violations during the peak days and times of accidents. Special attention will be made to enforce violations related to failure to yield, and vehicles following too closely. A zero tolerance policy will be followed.
5. The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal in percentage or total number.
The goal of this program is a reduction of crashes by 20%. During 2022 there were a total of 191 crashes in the target area, a decrease of at least 38 crashes is the goal.
Remainder of page intentionally left blank. Go to page 5.

Location 2

1. Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any geographic site within your jurisdiction like an intersection, a State Route, business district, or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance. Please provide supporting crash data.
E Merrick Rd, Freeport NY (9%)
2. What is/are the primary contributing factor(s) causing these crashes? Provide crash data.
Over 58% of auto accidents on E Merrick Rd are due to failure to yield and following too closely.
3. When are these crashes occurring (time of day, day of week and/or month(s) of year)? Provide crash data.
Over 81% of accidents occur on Tuesday through Saturday. Over 54% of the accidents occur between 1300 hrs and 1900 hrs.
4. Enforcement Strategy: How will you deploy agency resources to address this problem? Provide details including who, what, when, etc.
Officers will be deployed in marked and unmarked police vehicles to the location to enforce traffic violations during the peak days and times of accidents. Special attention will be made to enforce violations related to failure to yield, and vehicles following too closely. A zero tolerance policy will be followed.
5. The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal in percentage or total number.
The goal of this program is a reduction of crashes by 20%. During 2022 there were a total of 143 crashes in the target area, a decrease of at least 28 crashes is the goal.

Location 3

1. Please name/identify the specific location where crashes are occurring in your jurisdiction. Provide details. A location could be any geographic site within your jurisdiction like an intersection, a State Route, business district, or corridor. Parking lots and special events are not acceptable locations. If you are unclear about whether your location qualifies, please contact your Highway Safety Program Representative for guidance. Please provide supporting crash data.
W Sunrise Hwy, Freeport NY (9%)
2. What is/are the primary contributing factor(s) causing these crashes? Provide crash data.
Over 60% of auto accidents on W Sunrise Hwy are due to failure to yield, following too closely, and improper turning.
3. When are these crashes occurring (time of day, day of week and/or month(s) of year)? Provide crash data.
Over 79% of accidents occur on Monday through Friday. Over 51% of the accidents occur between 1100 hrs and 1900 hrs.
4. Enforcement Strategy: How will you deploy agency resources to address this problem? Provide details including who, what, when, etc.
Officers will be deployed in marked and unmarked police vehicles to the location to enforce traffic violations during the peak days and times of accidents. Special attention will be made to enforce violations related to failure to yield, and vehicles following too closely. A zero tolerance policy will be followed.
5. The overarching mission of the PTS grant program is to reduce crashes, especially personal injury and fatal crashes. Provide your agency's crash reduction goal in percentage or total number.
The goal of this program is a reduction of crashes by 20%. During 2022 there were a total of 143 crashes in the target area, a decrease of at least 28 crashes is the goal.
Remainder of page intentionally left blank. Go to page 6.

Supporting data used above was obtained from (check all that apply):

Crash Ticket Data Table from ITSMR; **D**

TSSR; **D**

TraCS; **D**

County Crash Dashboard; **D**

Agency Data; **O**

Other: **D**

Check voluntary enforcement initiatives your agency plans to participate in from the list below.

Distracted Driver Campaigns; **O**

Operation Safe Stop; **O**

No Empty Chair; **D**

Pedestrian Safety Enforcement Mobilization; **O**

Speed Awareness Enforcement Mobilization; **D**

Regional or multi-agency enforcement waves that support GTSC goals (must not be an impaired wave (with the exception of the last day of the No Empty Chair enforcement initiative), commercial motor vehicle inspection or motorcycle only checkpoint.) **D**

End of Regular PTS Work Plan

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 .JL 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 .JL 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 .JL 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 _____

D Rate Based Reimbursement

Due Date _____

D Fifth Quarter Reimbursement

Due Date _____

D Milestone/Performance Reimbursement

Due Date/Frequency _____

D Scheduled Reimbursement

Due Date/Frequency _____

D Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

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

D 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.

D 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.

0 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.

D 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.

D 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.

TABLE 1-REPORTING SCHEDULE

PROGRESS REPORT-#	PERIOD COVERED	DUE DATE
1	10/01/2023 - 03/31/2024	04/15/2024
2	05/20/2024 - 06/30/2024	06/16/2024
3	10/01/2023 - 09/30/2024	10/15/2024

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. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization claim must be submitted within 30 days after the end of the mobilization period. The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt mobilization claim cannot be paid until the associated progress report is submitted in eGrants. All other claims for this project must 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 with an original signature and all supporting documentation described in the Claim for Payment Instruction Guide must be uploaded in eGrants in the attachments section of the claim. The claim for payment reimbursement request must be submitted through the eGrants system with all required documentation 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 uploaded in eGrants in the attachments section of the claim 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>. All contractors, prior to initiating project activity, must read the GTSC's Claim for Payment Instruction Guide.

Reports;

This Attachment D (Payment and Reporting Schedule) outlines the reporting requirements for the Police Traffic Services grant program. 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 may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities outside of the regular reporting format. This reporting would be in addition to the reports outlined in Attachment D.

The Buckle Up New York (BUNY), Click It or Ticket (CIOT) seat belt enforcement mobilization report is due on June 16, 2024, two weeks after the conclusion of the Click It or Ticket seat belt enforcement mobilization. Claims for payment for Click It or Ticket enforcement cannot be submitted in eGrants until the associated progress report is submitted.

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

**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: September 25, 2023

RE: PURCHASE OF BACKUP INFLATION UNIT FOR FREEPORT RECREATION CENTER ICE RINK

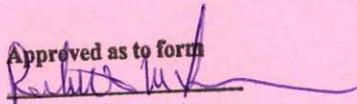
Specifications for the above-referenced purchase are completed. It is now necessary to advertise for bids. The project calls for the purchase of a backup inflation and air conditioning unit for the ice rink air supported structure at the Freeport Recreation Center.

The estimated cost for this purchase is \$375,000.00. Funding for this project will come from a bond resolution that was authorized by the Village Board of Trustees on February 3, 2020 (Capital Account - H719702 522160).

Therefore, it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on October 19, 2023. Bid documents will be available from October 23, 2023 through November 3, 2023. Bids will have a returnable date of November 7, 2023 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Superintendent of Public Works is requesting the Board to authorize the Village Clerk to publish a Notice to Bidders for the Purchase of a Backup Inflation Unit for the Freeport Recreation Center Ice Rink; and

WHEREAS, specifications for the above-referenced purchase are completed; and

WHEREAS, the project calls for the purchase of a backup inflation and air conditioning unit for the ice rink air supported structure at the Freeport Recreation Center; and

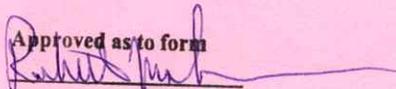
WHEREAS, the estimated cost for this purchase is \$375,000.00; and

WHEREAS, funding for this project will come from a bond resolution that was authorized by the Village Board of Trustees on February 3, 2020 (Capital Account - H719702 522160); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "Purchase of a Backup Inflation Unit for the Freeport Recreation Center Ice Rink" in the Freeport Herald and other relevant publications on October 19, 2023, with the specifications available from October 23, 2023 through November 3, 2023, with a return date of November 7, 2023.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

PURCHASE OF BACKUP INFLATION UNIT FOR FREEPORT RECREATION CENTER ICE RINK

FOR THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for “**PURCHASE OF BACKUP INFLATION UNIT FOR FREEPORT RECREATION CENTER ICE RINK** ” until 11:00 A.M. on **Tuesday, November 7, 2023** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, October 23, 2023 until 12:00 P.M. Friday, November 3, 2023**. There is no fee for a set of bid documents.

The project calls for the purchase of a backup inflation and air conditioning unit for the ice rink air supported structure at the Freeport Recreation Center.

Each bid must be accompanied by a bidder's bond in the amount of not less than five (5%) percent of the bid insuring to the benefit of the Village of Freeport, or a certified check of not less than five (5%) percent of the bid, made payable to the Village of Freeport, to assure the entering of the successful bidder into a acceptable contract.

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

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

Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – October 19, 2023

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

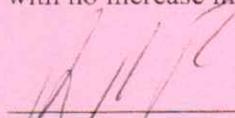
Date: September 27, 2023

Re: 2021 TOWING OF VEHICLES

At the Village Board of Trustees meeting on May 24, 2021, the referenced requirements contract was awarded to JCB & Sons Inc., DBA Non-Stop Towing and Recovery, 99 Maple Place, Freeport, New York 11520 in the amount of \$300.00 per car towed. The contract was set up as a three-year (36 month) contract expiring on February 29, 2024, with two optional three-year (36 month) extensions at no increase in the contract prices.

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

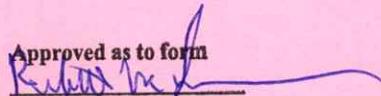
Accordingly, it is recommended that the contract "**2021 TOWING OF VEHICLES**" be extended for an additional three-year (36 month) term, from March 1, 2024 until February 28, 2027, to JCB & Sons Inc., DBA Non-Stop Towing and Recovery, 99 Maple Place, Freeport, New York 11520, with no increase in the unit prices.



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

Encl.
c.

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

Approved as to form


Deputy Village Attorney

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

WHEREAS, on May 24, 2021, the Board awarded for the "Towing of Impounded Vehicles-2021" to JCB & Sons Inc., DBA Non Stop Towing and Recovery, 99 Maple Place, Freeport, NY 11520 in the amount of \$300.00 per car towed beginning upon Board approval and ending on February 29, 2024, with an option for two (2) three-year (36 months) extensions if mutually accepted; and

WHEREAS, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the Towing of Impounded Vehicles-2021 contract from March 1, 2024 to February 28, 2027; and

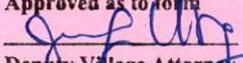
WHEREAS, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension, with no increase in the unit prices; and

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 approve the first one-year contract extension for the Towing of Impounded Vehicles-2021 with JCB & Sons Inc., DBA Non Stop Towing and Recovery, 99 Maple Place, Freeport, NY 11520, from March 1, 2024 to February 28, 2027, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form


Deputy Village Attorney

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2021 TOWING OF VEHICLES

CONTRACTOR: JCB & Sons Inc. DBA Non Stop Towing & Recovery

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	<u>PRICE</u> DECREASE	<u>PRICE</u> INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2027		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 9/27/23
(CONTRACTOR)

ACCEPTED BY:  DATE: 9/27/23
(ENGINEER)


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 May 26, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 24, 2021:

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

WHEREAS, the Village of Freeport has solicited bids for the Towing of Impounded Vehicles-2021, in which towing operators bid for the right to be the sole provider for towing services required by the Village, with the tow operator paying the Village every time they tow a vehicle; and

WHEREAS, seventeen (17) bids were distributed and three (3) bids were received on April 27, 2021 for the referenced contract; and

WHEREAS, the bids ranged from a low of \$265.00 to \$301.00 per vehicle towed; and

WHEREAS, after review of the bids by Village Counsel, it was determined that the bid should be awarded to JCB & Sons Inc., DBA Non Stop Towing and Recovery, 99 Maple Place, Freeport, NY 11520 in the amount of \$300.00 per car towed; and

WHEREAS, this contract will begin upon Board approval and end on February 29, 2024 with an option for two three-year (36 month) extensions if mutually accepted; and

WHEREAS, based on the Village's towing history, the Village's annual revenue from this contract is anticipated to be between \$400,000 and \$450,000; 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 award the contract for the "Towing of Impounded Vehicles-2021" to JCB & Sons Inc., DBA Non Stop Towing and Recovery, 99 Maple Place, Freeport, NY 11520 in the amount of \$300.00 per car towed beginning upon Board approval and ending on February 29, 2024 with an option for two three-year (36 month) extensions if mutually accepted.

The Clerk polled the Board as follows:

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

cc:

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: September 29, 2023

Re: 2022 ANNUAL TREE REMOVAL CONTRACT

At the Village Board of Trustees meeting on February 7, 2022, the referenced requirements contract was awarded to Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, New York 11520, in the amount of \$62,530.00. The Contract was set up as a one-year contract expiring on February 28, 2023, with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on November 28, 2022, the contract was extended for the first one-year extension term, from March 1, 2023 until February 29, 2024. Fiscal Year to date, we have spent a total of \$5,885.00 under this contract.

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

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

Accordingly, we are recommending that the contract "**2022 ANNUAL TREE REMOVAL CONTRACT**" be extended for an additional year, from March 1, 2024 until February 28, 2025, to Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, New York 11520, with no increase in the unit prices.

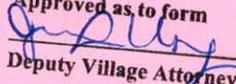


Robert R. Fisenne, P.E.

Encl.

c.

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:

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

WHEREAS, on November 28, 2022, the Board approved to extend the contract with Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, New York 11520, for a first one-year extension term beginning March 1, 2023 and ending February 29, 2024, in the amount of \$62,530.00, with no increase of unit prices; and

WHEREAS, Fiscal Year to date, the Department has spent a total of \$5,885.00 under this contract; and

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

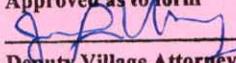
WHEREAS, the contract will be for a term beginning March 1, 2024 and ending February 28, 2025, with no increase in the unit prices; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be hereby authorized to sign any paperwork necessary to extend the contract of the “2022 Annual Tree Removal Contract” with Red Maple Tree Service Corp., 30 Independence Avenue, Freeport, New York 11520, for a second and final one-year extension term beginning March 1, 2024 and ending February 28, 2025, with no increase of unit prices.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2022 ANNUAL TREE REMOVAL CONTRACT

CONTRACTOR: RED MAPLE TREE SERVICE CORP

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	<u>PRICE</u> DECREASE	<u>PRICE</u> INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: Proy E. L. Vre DATE: 9-28-2023
(CONTRACTOR)

ACCEPTED BY: RAR DATE: 9/28/23
(ENGINEER)

Approved as to form
[Signature]
Deputy Village Attorney

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

DIRECTIVE

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

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

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

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

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 November 30, 2022
FROM: Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

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

**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

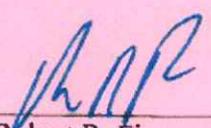
Date: October 3, 2023

Re: 2023 ANNUAL FENCE CONTRACT

At the Village Board of Trustees meeting of February 6, 2023, the referenced Public Works contract was awarded to Island Fence Co., 964 Front Street, Uniondale, NY 11553 for \$54,275.00. This contract provides contractual unit prices for the removal, replacement, installation and repair of fencing. The Contract was set up as a one-year contract expiring on February 29, 2024, with two optional one-year extensions at no increase in the contract prices. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

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

Accordingly, it is requested that the **2023 ANNUAL FENCE CONTRACT** be extended for an additional year, from March 1, 2024 until February 28, 2025, to Island Fence Co., 964 Front Street, Uniondale, NY 11553, with no increase in the unit prices.

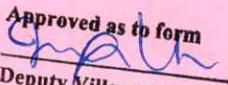


Robert R. Fisenne, P.E.
Superintendent of Public Works

Encl.

c.

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

Approved as to form


Deputy Village Attorney

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

WHEREAS, on February 6, 2023, the Board awarded the 2023 Annual Fence Contract to Island Fence Co., 964 Front Street, Uniondale, NY 11553 in the amount of \$54,275.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

WHEREAS, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the 2023 Annual Fence Contract from March 1, 2024 to February 28, 2025; and

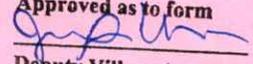
WHEREAS, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension, with no increase in the contract prices; and

WHEREAS, this Contract can be utilized by any Department within the Village, and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; 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 approve the first one-year contract extension for the 2023 Annual Fence Contract with Island Fence Co., 964 Front Street, Uniondale, NY 11553, for a term beginning March 1, 2024 and ending February 28, 2025, with no increase in the contract prices.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 7, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on December 12, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders, for the “2023 Annual Fence Contract”; and

WHEREAS, twenty-two (22) bids were distributed and six (6) bids were received on January 10, 2023 for the referenced requirements contract; and

WHEREAS, the bids ranged from a high bid of \$180,060.00 to a low bid of \$54,275.00, and the Village has reviewed and checked all bids and find them in good order; and

WHEREAS, the lowest responsible bidder was submitted by Island Fence Co., 964 Front Street, Uniondale, NY 11553 in the amount of \$54,275.00; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; 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 award for the 2023 Annual Fence Contract to Island Fence Co., 964 Front Street, Uniondale, NY 11553 in the amount of \$54,275.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

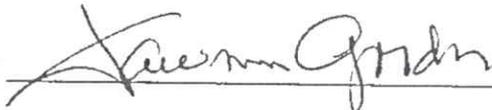
VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2023 ANNUAL FENCE CONTRACT

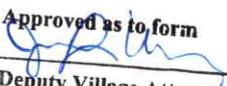
CONTRACTOR: Island Fence Co.

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 9/26/23
(CONTRACTOR)

ACCEPTED BY:  DATE: 10/2/23
(ENGINEER)

Approved as to form

Deputy Village Attorney

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Kennedy
From: Robert McLaughlin, Deputy Village Attorney
Date: October 12, 2023
Re: Administrative fee for Dangerous Building and Nuisance proceedings

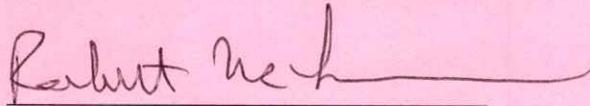
The Village Attorney's Office respectfully requests that the Mayor and the Village Board of Trustees adopt a resolution to allow an administrative fee to be allocated to properties that are required to appear in front of the Village Board for a Nuisance/Dangerous Buildings proceeding.

We would like to propose a \$590 administrative fee to be added when a property owner is required to appear before the Board pursuant to sections 128-2-128-5 and 128-58 to 128-65.

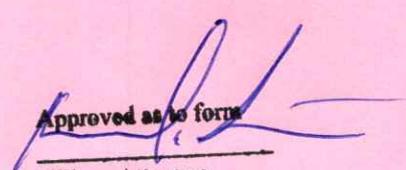
This office is requesting the proposed administrative fee be assessed to cover the cost of administrating the public hearing and/or subsequent Village Board resolutions related to the properties required to appear before the Board for a dangerous building or nuisance proceeding. These expenses include manpower hours, postage and stenography services that are required for the administration of a dangerous building or nuisance proceeding. The departments that participate in the dangerous building proceedings include the Mayor's Office, Board of Trustees, Counsel's Office, Village Clerks Office, Buildings Department, Department of Public Works, and the Purchasing Department.

Enclosed please find a study that our office conducted analyzing the cost of a dangerous building or nuisance proceeding which is the basis of our recommendation of a \$590 administrative fee.

If this meets your approval, please place this item on the next available agenda meeting.



Robert McLaughlin
Deputy Village Attorney



Approved as to form
Village Attorney

10/12/23

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

WHEREAS, the Village of Freeport assesses administrative fees to cover the costs of administration of certain programs; and

WHEREAS, the Village holds nuisance and dangerous building proceedings to address properties that are in violation of the Village Code; and

WHEREAS, there are costs associated with the holding of these hearings, including manpower hours, postage, and stenography; and

WHEREAS, the Attorney's Office has conducted a study to review the costs of administering nuisance and dangerous proceedings and have determined that the cost of the proceedings as approximately \$590 per case; and

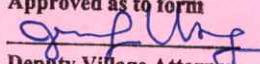
WHEREAS, the study shows that the imposition of this fee is rationally related to the costs of the administration of these hearings; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Village Attorney, the Board adopts the findings of the Village Attorney that \$590.00 is a reasonable fee to cover the administrative expense of conducting nuisance and dangerous building proceedings; and

BE IT FURTHER RESOLVED that the administrative fee for a nuisance or dangerous building proceeding is hereby set at \$590.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, the proposed action is the issuance of bonds for the purpose of authorizing the purchase of equipment for use by the Village's Fire Department, specifically the appropriation of \$105,000.00 in bonds and authorizing the issuance of bonds in the principal amount of \$105,000.00 to finance said appropriation; and

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

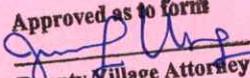
1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result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

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

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

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Pamela Walsh Boening, Village Clerk

Date: September 27, 2023

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Aventura Construction Corp. Total \$19,832.71

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

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

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

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

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

Sidewalk Survey # MSW 14-2022

Owner: Sunoco LLC
In Care of Ke Andrews & CO
2424 Ridge Road
Rockwall, TX 75087
279 Atlantic Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 62-150-304

Location: 279 Atlantic Avenue

Contractor: Aventura Construction Corp.

Charges: \$710.20

Sidewalk Survey # MSW 245-2021

Owner: Naun I. Ortez Gonzalez
288 Atlantic Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 62-131-24
Location: 288 Atlantic Avenue
Contractor: Aventura Construction Corp.
Charges: \$466.40

Sidewalk Survey # MSW 104-2022

Owner: Gustavo Segredo
243 S Bayview Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 62-133-31
Location: 243 S Bayview Avenue
Contractor: Aventura Construction Corp.
Charges: \$496.08

Sidewalk Survey # MSW 106-2022

Owner: Michael Salisbury
In Care of Lane Jacqueline
265 S Bayview Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 62-134-413
Location: 265 S Bayview Avenue
Contractor: Aventura Construction Corp.
Charges: \$1,187.66

Sidewalk Survey # MSW 626-2020

Owner: Adriano Reyes & V. Torres
87 Bedell Street
Freeport, NY 11520
Sec, Blk., Lot (s): 62-047-20
Location: 87 Bedell Street
Contractor: Aventura Construction Corp.
Charges: \$2,974.00

Sidewalk Survey # MSW 152-2022

Owner: Jerry Kaulesar
In Care of Khalleel Waheeda
119 S Brookside Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 54-087-1
Location: 119 S Brookside Avenue
Contractor: Aventura Construction Corp.
Charges: \$1,058.83

Sidewalk Survey # MSW 405-2020

Owner: Jacob Post Inc.
PO Box 366
Garden City, NY 11530
176 Gordon Place
Freeport, NY 11520
Sec, Blk., Lot (s): 62-092-328
Location: 176 Gordon Place
Contractor: Aventura Construction Corp.
Charges: \$618.40

Sidewalk Survey # MSW 160-2022

Owner: Michael Loguidice
PO Box 413
East Rockaway, NY 11518
16 Irving Avenue
Sec, Blk., Lot (s): 54-336-56
Location: 16 Irving Avenue
Contractor: Aventura Construction Corp.
Charges: \$534.24

Sidewalk Survey # MSW 242-2021

Owner: Ngozi Moneke
253 S Long Beach Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 62-122-15
Location: 253 S Long Beach Avenue
Contractor: Aventura Construction Corp.
Charges: \$746.62

Sidewalk Survey # MSW 27-2023

Owner: Patricia Levy Family Trust
561 S Long Beach Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 62-160-107
Location: 561 S Long Beach Avenue
Contractor: Aventura Construction Corp.
Charges: \$1,671.50

Sidewalk Survey # MSW 272-2021

Owner: Rene & Sonja Richardson
315 S Ocean Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 62-113-10
Location: 315 S Ocean Avenue
Contractor: Aventura Construction Corp.
Charges: \$1,209.00

Sidewalk Survey # MSW 516-2020

Owner: Alberto Pena
235 Pine Street
Freeport, NY 11520
Sec, Blk., Lot (s): 54-091-217
Location: 235 Pine Street
Contractor: Aventura Construction Corp.
Charges: \$886.40

Sidewalk Survey # MSW 188-2022

Owner: Yvonne Francois
175 Randall Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 54-068-12
Location: 175 Randall Avenue
Contractor: Aventura Construction Corp.
Charges: \$1,176.48

Sidewalk Survey # MSW 171-2022

Owner: Ivery Bell
216 Roosevelt Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 62-147-15
Location: 216 Roosevelt Avenue
Contractor: Aventura Construction Corp.
Charges: \$695.36

Sidewalk Survey # MSW 61-2022

Owner: Allan & Alvarez Argueta
In Care of San A
217 Randall Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 54-068-217
Location: 217 Randall Avenue
Contractor: Aventura Construction Corp.
Charges: \$561.80

Sidewalk Survey # MSW 200-2021

Owner: Robert G & Barbar Goldman
175 Roosevelt Avenue
Freeport, NY 11520
175 Roosevelt Avenue
Sec, Blk., Lot (s): 62-150-296
Location: 175 Roosevelt Avenue
Contractor: Aventura Construction Corp.
Charges: \$678.40

Sidewalk Survey # MSW 125-2022

Owner: William Nixon
55 Whaley Street
Freeport, NY 11520
55 Whaley Street
Sec, Blk., Lot (s): 62-117-4
Location: 55 Whaley Street
Contractor: Aventura Construction Corp.
Charges: \$1,193.84

Sidewalk Survey # MSW 141-2022

Owner: **Marcus & Damaris Negron**
159 Whaley Street
Freeport, NY 11520
Sec, Blk., Lot (s): 62-134-16
Location: **159 Whaley Street**
Contractor: Aventura Construction Corp.
Charges: \$842.80

Sidewalk Survey # MSW 140-2022

Owner: **Gilberto Adames**
176 Whaley Street
Freeport, NY 11520
176 Whaley Street
Sec, Blk., Lot (s): 62-133-24
Location: **176 Whaley Street**
Contractor: Aventura Construction Corp.
Charges: \$487.60

Sidewalk Survey # MSW 594-2020

Owner: **Henry & Yaneth Quintero**
13 Wilshire Court
Freeport, NY 11520
Sec, Blk., Lot (s): 62-093-887
Location: **13 Wilshire Court**
Contractor: Aventura Construction Corp.
Charges: \$850.00

Sidewalk Survey # MSW 583-2020

Owner: **Shelia C Williams**
15 Wilshire Court
Freeport, NY 11520
Sec, Blk., Lot (s): 62-093-888
Location: **15 Wilshire Court**
Contractor: Aventura Construction Corp.
Charges: \$787.10

Pamela Walsh Boening
Pamela Walsh Boening, Village Clerk

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -279 Atlantic Avenue**

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

279 Atlantic Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna.

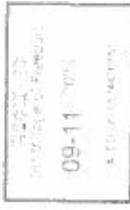
Date: 09/12/23.



1101 Waverly Avenue
Holtsville NY 11742

1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

SERVICE INVOICE# 8665 40
Job # 1421



WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW, DW APRONS, OR	INSTALL 6" THICK CONCRETE CURBING	INSTALLATION OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB & 2.5' WIDE GUTTER	INSTALL MONOLITH CONC CURB & 2.5' WIDE GUTTER	SC COUNTER SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	40	279 Atlantic Avenue			67													1,139.00

Sales Tax 0.00
Amount Due 1,139.00

H.O - \$710.20
DPO - \$428.80

SIDEWALK INSPECTION FORM

DATE: 1/10/22

ADDRESS: 279 Atlantic Ave.

DATE INSPECTION REQUESTED: 12/07/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 67 sq.ft. ^{4" SW} ~~6" SW~~

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 8' x 4' 6" SAWCUTTING
7' x 5'

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melomich DATE 1/10/22

REVIEWED BY: R.P.P. DATE 2/4/22

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -288 Atlantic Avenue**

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

288 Atlantic Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

Date: 09/12/23



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE# 8665 70
Job # 1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW, DW APRONS, OR	INSTALL 6" CONCRETE CURBING	INSTALLATION OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB & 1' WIDE GUTTER	INSTALL MONOLITH CONC CURB & 2.5' WIDE GUTTER	INSTALL MONOLITH CONC CURB & 2.5' WIDE GUTTER	SC CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	70	288 Atlantic Avenue																748.00

Sales Tax 0.00
Amount Due 748.00

H.O. - 4166.40
D.P.W. - 281.60

SIDEWALK INSPECTION FORM

DATE: 5/17/22

ADDRESS: 288 Atlantic Ave.

DATE INSPECTION REQUESTED: 10/15/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 44 S.F.
4" SW 6" SW

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: Deduct 4 S.F. due to signal box cover

AREAS MARKED OUT FOR REPLACEMENT:

4" 12' x 4' 6" _____ SAWCUTTING _____

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melamick DATE 5/17/22

REVIEWED BY: L.A. DATE 5/22/22

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -243 S Bayview Avenue**

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

243 S Bayview Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory .

Comments: _____.

Signature: Alan Luna.

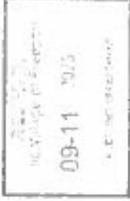
Date: 09/12/23.



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE#
Job #

8656 41
1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC APRONS, CURBS	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCRETE SW, DW APRONS, CURBS	INSTALL 6" THICK CONCRETE SW, DW APRONS, CURBS	INSTALLATION OF CONCRETE CURBING	INSTALLATION OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB & 1" WIDE GUTTER	INSTALL MONOLITH CONC CURB & 2.5' WIDE GUTTER	INSTALL MONOLITH CONC CURB & 2.5' WIDE GUTTER	15' CORNER SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8656	7/28/2023	41	243 S Bayview Avenue		45.8		46.8													795.60

Sales Tax 0.00
Amount Due 795.60

H.O. - \$496.08
DPO. - \$299.52

SIDEWALK INSPECTION FORM

DATE: Aug 30, 2022

ADDRESS: 243 S. PAYVIEW AVENUE

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: CLEANS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: HAZARDOUS CONDITION

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 46.8 6"

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" (12 x 3.9 = 46.8) 6" NONE SAWCUTTING _____

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

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

243 SOUTH BAYVIEW AVENUE

REMOVE & REPLACE:	UNITS	UNIT PRICE	TOTAL PRICE
4" CONCRETE (MORE THAN 80 S.F.)	S.F.	\$8.60	
4" CONCRETE (LESS THAN 80 S.F.)	S.F.	\$10.60	40.8 x 10.60 = 496.08
6" CONCRETE (MORE THAN 30 S.F.)	S.F.	\$10.10	
6" CONCRETE (LESS THAN 30 S.F.)	S.F.	\$9.60	
CONCRETE CURB	S.F.	\$26.00	
SAWCUTTING	S.F.	\$1.00	
RESET 4" BRICK PAVERS	S.F.	\$8.00	
RESET 6" BRICK PAVERS	S.F.	\$8.00	

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: Hazardous Sidewalk -265 S Bayview Avenue

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

265 S Bayview Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

Date: 09/12/23



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE#
Job #

8656 42
1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WD	Date	LDC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL 4" THICK CONCRETE SIDEWALK	INSTALL 6" THICK CONCRETE SW, DW APRONS, CURBING	INSTALL 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONCRETE CURB & 1' WIDE GUTTER	INSTALL MONOLITH CONCRETE CURB & 2.5' WIDE GUTTER	SC CONCR SW, APRONS, HC RAMPS, CURBS & /OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8656	7/28/2023	42	265 S Bayview Avenue		138.1	138.1										2,347.70

Sales Tax 0.00
Amount Due 2,347.70

H.O. - \$1,187.60
DPO - \$1,160.04

SIDEWALK INSPECTION FORM

DATE: 5/24/22

ADDRESS: 265 S. Bayview Ave.

DATE INSPECTION REQUESTED: 7/14/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 138.10 ^{4" SW} ~~4" SW~~ S.F.

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 14.16' x 5' 6" _____ SAWCUTTING _____
10.25' x 5' / 4' x 4'

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melomich DATE 5/24/22

REVIEWED BY: RIF DATE 5/24/22

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 18, 2023

RE: Hazardous Sidewalk – 87 Bedell Street

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

87 Bedell Street

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory .

Comments: _____

Signature: Alan Luna

Date: 09/14/23

Cc: Robert Fisenne, Pamela Walsh Boening



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE# 8687-2
Job # 1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW, DW APRONS, DR	INSTALL 6" CONCRETE CURBING	INSTALL 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	SC CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANC E FOR MISC MASONRY WORK	TOTAL
8687	8/24/2023	2	87 Bedell Street	10	151		74	77	10					4				2,974.00

Sales Tax 0.00
Amount Due 2,974.00

SIDEWALK INSPECTION FORM

DATE: 12/15/20

ADDRESS: 87 BEDELL STREET

DATE INSPECTION REQUESTED: 12/04/20

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK AND CURB

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:

4" SW	6" SW
74 sq.ft	77 sq.ft.

CURB TO BE REPLACED: 10 LFT.

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 15.5' x 4' 6" 10' x 4', 10' x 3.7' SAWCUTTING 4 LFT.
3' x 4'

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert McCormick DATE 12/15/20

REVIEWED BY: RMP DATE 12/22/20

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -119 S Brookside Avenue**

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

119 S Brookside Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna.

Date: 09/12/23.



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE#
Job #

8656 43
1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCRETE SW, DW APRONS, OR	INSTALL 6" THICK CONCRETE CURBING	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL OF FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONCRETE CURB & 2.5' WIDE GUTTER	INSTALL MONOLITH CONCRETE CURB & 2.5' WIDE GUTTER	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8656	7/28/2023	43	119 S Brookside Avenue				123.12											2,093.04

Sales Tax 0.00
Amount Due 2,093.04

H.O. - \$1,058.83
DPW - \$1,034.21

SIDEWALK INSPECTION FORM

DATE: Aug 30, 2022

ADDRESS: 119 S. BROOKSIDE AVE

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: CLEANS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: HAZARDOUS CONDITION

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 123'12"6"

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT: (3.5 TRI ÷ 2 = 6.12)

(4x4=16) (4x4=16) (4x4=16) (4x4=16) (4x4=16) (6x2=12) (2x3=6) (4x2=8) (1x11=11)

4" _____ 6" NONE SAWCUTTING _____

INSPECTION PERFORMED BY: [Signature]

DATE: 8/30/22

REVIEWED BY: [Signature]

DATE: 9/1/22

119 SOUTH BROOKSIDE AVENUE

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

103.12 x 8.40 = 1,058.88

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 18, 2023

RE: **Hazardous Sidewalk – 176 Gordon Place**

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

176 Gordon Place

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

Date: 09/19/23

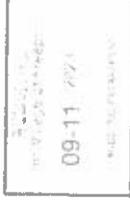
Cc: Robert Fisenne, Pamela Walsh Boening



1101 Waverly Avenue
Holtsville NY 11742

1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

SERVICE INVOICE# 8687-3
Job # 1421



WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW, DW APRONS, D	INSTALL 6" ON OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTLL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5 WIDE GUTTER	5" CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANC E FOR MISC MASONRY WORK	TOTAL
8687	8/24/2023	3	176 Gordon Place		35.2	35.2	35.2	35.2										618.40

Sales Tax 0.00
Amount Due 618.40

SIDEWALK INSPECTION FORM

DATE: 12-07-20

ADDRESS: 176 GORDON PLACE

DATE INSPECTION REQUESTED: 10-20-20

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

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

CURE TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 8.8' x 4' 6" SAWCUTTING 4 LFT.

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY: Robert McCormick DATE _____

REVIEWED BY: [Signature] DATE 12/11/20

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -16 Irving Avenue**

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

16 Irving Avenue

Work Completed Work Not Completed Unsatisfactory

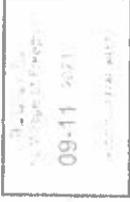
Was inspected and found to be satisfactorily completed YES.

Was inspected and found to be unsatisfactory .

Comments: _____.

Signature: Alan Luna

Date: 09/12/23



SERVICE INVOICE# 8665 54
Job # 1421

1101 Waverly Avenue
Holtsville NY 11742



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCRETE SW, DW APRONS, CURB	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL OF FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	SC CORNER SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	54	16 Irving Avenue		50.4		50.4											856.80

Sales Tax 0.00
Amount Due 856.80

H.O. - \$534.24
DPO - \$322.56

SIDEWALK INSPECTION FORM

DATE: Aug 30, 2022

ADDRESS: 16 IRVING AVE

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: HAZARDOUS CONDITION

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 50.4 6"

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

(4.5 x 4 = 18) (3.9 x 4 = 15.6)

4" (4.2 x 4 = 16.8) 6" _____ SAWCUTTING _____

INSPECTION PERFORMED BY: Chett Smith DATE: 8/30/22

REVIEWED BY: R.P.P. DATE: 9/1/22

16 IRVING AVENUE

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

50.4 x 10.40 = 534.24

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works
FROM: Samantha Hall, Deputy Registrar
DATE: September 18, 2023
RE: Hazardous Sidewalk – 253 S Long Beach Avenue

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

253 S Long Beach Avenue

Work Completed ✓ Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

Date: 09/19/23

Cc: Robert Fisenne, Pamela Walsh Boening



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE# 8687-29
Job # 1421



1421- Freepport Curb & Sidewalk 2023 23-01-PBWK-639

W/O	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL 6" THICK CONC SW/DW APRONS, O R	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&I' WIDE GUTTER	INSTALL MONOLITH CONCR CURB& 2.5' WIDE GUTTER	5" CONC SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANC E FOR MISC MASONRY WORK	TOTAL
8687	8/24/2023	29	253 S Long Beach Avenue		72.7		48.7	24										1,259.90

Sales Tax 0.00
Amount Due 1,259.90

H.O -- \$746.102
DPO -- \$513.28

SIDEWALK INSPECTION FORM

DATE: 11/04/21

ADDRESS: 253 S. Long Beach Ave

DATE INSPECTION REQUESTED: 10/15/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

	4" SW	6" SW
TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:	<u>48.7 sq.ft</u>	<u>24 sq.ft</u>

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 4'x4' / 8.16'x4' 6" 6'x4' SAWCUTTING

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melomich DATE 11/04/21

REVIEWED BY: [Signature] DATE 11/5/21

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works
FROM: Samantha Hall, Deputy Registrar
DATE: September 18, 2023
RE: **Hazardous Sidewalk – 561 South Long Beach Avenue**

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

561 South Long Beach Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

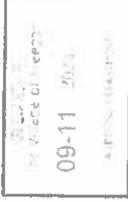
Date: 09/19/23

Cc: Robert Fisenne, Pamela Walsh Boening



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE# 8665-5
Job # 1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	DATE	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW,DW APRONS,DR	INSTALL 6" THICK CONCRETE SW,DW APRONS,DR	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	SC CORNER SW, APRONS, HC RAMPS, CURBS &/DR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	5	561 South Long Beach Ave.	14	68.75			68.75	14									1,671.50

Sales Tax 0.00
Amount Due 1,671.50

SIDEWALK INSPECTION FORM

DATE: March 20, 2023

ADDRESS: 561 SOUTH LONG BEACH AVE.

DATE INSPECTION REQUESTED: MARCH 6, 2023

INSPECTION REQUESTED BY: HOME OWNER

REASON FOR INSPECTION: TRIP HAZARD

INSPECTION REVEALED: SIDEWALK NEEDS REPAIR

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" _____ 6" 68.75^{S.F}

CURB TO BE REPLACED: 14 L.F

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" _____ 6" 12.5 x 5.5 = SAWCUTTING _____

INSPECTION PERFORMED BY: [Signature] DATE: 3/20/23

REVIEWED BY: [Signature] DATE: 3/21/23

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -315 S Ocean Avenue**

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

315 S Ocean Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alm Lu

Date: 09/12/23



SERVICE INVOICE# 8687-36
Job # 1421

1101 Waverly Avenue
Holtsville NY 11742



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISPOSE CONCR SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCR SW,DW APRONS,OR	INSTALLATION OF CONCRETE CURBING	INSTALLATION OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONCR CURB&1' WIDE GUTTER	INSTALL MONOLITH CONCR CURB& 2.5' WIDE GUTTER	INSTALL 2.5' CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8687	8/24/2023	36	315 S Ocean Avenue			150												2,550.00

Sales Tax 0.00
Amount Due 2,550.00

H.O. - \$1,209
DPW. - \$1,341

SIDEWALK INSPECTION FORM

DATE: 5/27/2022

ADDRESS: 315 S. Ocean Ave.

DATE INSPECTION REQUESTED: 12/7/2021

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 150
4" SW 6" SW

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 10x5 / 5x5 / 15x5 6" SAWCUTTING

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert McLamich DATE 5/27/2022

REVIEWED BY: [Signature] DATE 6/5/22

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 18, 2023

RE: **Hazardous Sidewalk – 235 Pine Street**

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

235 Pine Street

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna.

Date: 09/19/23.

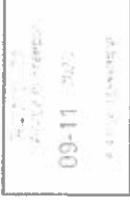
Cc: Robert Fisenne, Pamela Walsh Boening



1301 Waverly Avenue
Holtsville NY 11742

1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

SERVICE INVOICE# 8665-9
Job # 1421



WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW, DW APRONS, DR	INSTALL 6" CONCRETE CURBING	INSTALL 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	SC CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANC E FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	9	235 Pine Street		51.2		35.2	16										886.40

Sales Tax 0.00
Amount Due 886.40

SIDEWALK INSPECTION FORM

DATE: 11-3-20

ADDRESS: 235 PINE STREET

DATE INSPECTION REQUESTED: 10-28-20

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS CONDITIONS
OF SIDEWALK

INSPECTION REVEALED: CRACKED / LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 51.2 sq. ft.

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 4' x 4' 16 6" 4' x 4' 16 SAWCUTTING
4.8' x 4' 19.2

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert McCormick DATE 11-3-20

REVIEWED BY: RIP DATE 11/16/20

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -175 Randall Avenue**

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

175 Randall Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed Y.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna.

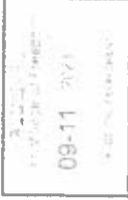
Date: 09/12/23.



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE#
Job #

8656 53
1421



1421- Freeport Curb & Sidewalk 2023 23-01-P8WK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW, DW APRONS, OR	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONCR CURB& 2.5' WIDE GUTTER	SC CORNER SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8656	7/28/2023	53	175 Randall Avenue		136.8		136.8											2,325.60

Sales Tax 0.00
Amount Due 2,325.60

H.O. - \$1,176.48
Dpw. - \$1,149.12

SIDEWALK INSPECTION FORM

DATE: 9/7/22

ADDRESS: 175 Randall Ave

DATE INSPECTION REQUESTED: 6/14/22

INSPECTION REQUESTED BY: Clerks Office

REASON FOR INSPECTION: Alleged Hazardous
Conditions of sidewalk

INSPECTION REVEALED: Cracked/Lifted sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 136.8 6"

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 4.5x4, 16.4x4 6" _____ SAWCUTTING _____
8.3x4, 4x5

INSPECTION PERFORMED BY: [Signature] DATE: 9/7/22

REVIEWED BY: [Signature] DATE: 9/8/22

175 Randall Ave

REMOVE & REPLACE:	UNITS	UNIT PRICE	TOTAL PRICE
4" CONCRETE (MORE THAN 80 S.F.)	S.F.	\$8.60	136.8 x 8.60 = \$1,176.48
4" CONCRETE (LESS THAN 80 S.F.)	S.F.	\$10.60	
6" CONCRETE (MORE THAN 30 S.F.)	S.F.	\$10.10	
6" CONCRETE (LESS THAN 30 S.F.)	S.F.	\$9.60	
CONCRETE CURB	S.F.	\$26.00	
SAWCUTTING	S.F.	\$1.00	
RESET 4" BRICK PAVERS	S.F.	\$8.00	
RESET 6" BRICK PAVERS	S.F.	\$8.00	

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: Hazardous Sidewalk -216 Roosevelt Avenue

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

216 Roosevelt Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed YES.

Was inspected and found to be unsatisfactory .

Comments: _____.

Signature: Alan Luna.

Date: 09/12/23.



SERVICE INVOICE# 8687 48
 JOB # 1421

1101 Waverly Avenue
 Holtsville NY 11742



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW,DW APRONS, OR	INSTALLATI ON OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTLL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	5" CONC SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANC E FOR MISC MASONRY WORK	TOTAL
8687	8/24/2023	48	216 Roosevelt Avenue		65.6		65.6											1,115.20

Sales Tax 0.00
 Amount Due 1,115.20

H.O. - 0095.36
 DPW - 0419.84

SIDEWALK INSPECTION FORM

DATE: 8/19/22

ADDRESS: 216 Roosevelt Ave

DATE INSPECTION REQUESTED: 8/19/22 (by Homeowner)

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 68.6 S.F.

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 4x8, 4x8.4 6" SAWCUTTING

DATE RETURNED TO SENDER: 8/19/22

INSPECTION PERFORMED BY: _____

DATE 8/19/22

REVIEWED BY: _____
DATE 8/19/22

65.6
x 10.40
\$ 695.34

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -217 Randall Avenue**

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

217 Randall Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory .

Comments: _____.

Signature: Alan Luna

Date: 09/12/23



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE#
Job #

8656 51
1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISPOSE CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW, DW APRONS, OR	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	INSTALL SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8656	7/28/2023	51	217 Randall Avenue			53												901.00

Sales Tax 0.00
Amount Due 901.00

H.O - \$501.80
DPW - \$339.20

SIDEWALK INSPECTION FORM

DATE: 5/16/22

ADDRESS: 217 Randall Ave.

DATE INSPECTION REQUESTED: 4/18/22

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 53 S.F. ^{(4" SW) 5" SW}

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 13.25' x 4' 6" SAWCUTTING

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melomick DATE 5/16/22

REVIEWED BY: [Signature] DATE 5/19/22

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -175 Roosevelt Avenue**

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

175 Roosevelt Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

Date: 09/12/23



SERVICE INVOICE# 8665-38
Job # 1421

1101 Waverly Avenue
Holtsville NY 11742



1421- Freepart Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCRETE SW, DW APRONS, CURBS	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	SC CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	38	175 Roosevelt Avenue			64												1,088.00

Sales Tax 0.00
Amount Due 1,088.00

H.O. - \$678.40
Dpw - \$409.60

SIDEWALK INSPECTION FORM

DATE: 1/10/22

ADDRESS: 175 Roosevelt Ave.

DATE INSPECTION REQUESTED: 12/07/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 64 sq. ft.
64 x 10 60
4" SW 6" SW

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 12' x 4' 6" _____ SAWCUTTING _____
4' x 4'

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melomich DATE 1/10/22

REVIEWED BY: RMP DATE 2/4/22

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: Hazardous Sidewalk -55 Whaley Avenue

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

55 Whaley Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory .

Comments: _____

Signature: Alan Luna

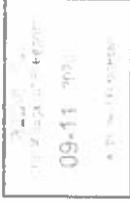
Date: 09/12/23



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE#
Job #

8665 65
1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVAL & DISPOSAL CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCRETE SW,DW APRONS,DR	INSTALL 6" THICK CONCRETE SW,DW APRONS,DR	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONCRETE CURB&1' WIDE GUTTER	INSTALL MONOLITH CONCRETE CURB& 2.5' WIDE GUTTER	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	65	55 Whaley Avenue			136.4	115.6	20.8										2,339.60

Sales Tax 0.00
Amount Due 2,339.60

H.O. - \$1,193.84
DPW - \$1,145.76

SIDEWALK INSPECTION FORM

DATE: 8/31/22

ADDRESS: 55 Whaley St.

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: Clerks Office

REASON FOR INSPECTION: Hazardous sidewalk

INSPECTION REVEALED: Cracked / Lifted sections

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 115.6 6" 20.8

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" (3) 4x4, 12x4, 4.9x4 6" 5.2 x 4 _____ SAWCUTTING _____

INSPECTION PERFORMED BY: [Signature] DATE: 8/31/22

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

ADDRESS: 55 WHALEY ST.

REMOVE & REPLACE:	UNITS	AMOUNT	UNIT PRICE	TOTAL PRICE
4" CONCRETE (MORE THAN 80 S.F.)	S.F.	115.6	\$ 8.60	\$ 994.16
4" CONCRETE (LESS THAN 80 S.F.)	S.F.		\$ 10.60	\$ -
6" CONCRETE (MORE THAN 30 S.F.)	S.F.		\$ 10.10	\$ -
6" CONCRETE (LESS THAN 30 S.F.)	S.F.	20.8	\$ 9.60	\$ 199.68
CONCRETE CURB	L.F.		\$ 26.00	\$ -
SAWCUTTING	L.F.		\$ 1.00	\$ -
RESERT 4" BRICK PAVERS	S.F.		\$ 8.00	\$ -
RESET 6" BRICK PAVERS	S.F.		\$ 8.00	\$ -

Total: \$ 1,193.84

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -159 Whaley Avenue**

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

159 Whaley Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory .

Comments: _____.

Signature: Alan Luna

Date: 09/12/23



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE#
Job #

8665 67
1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISPOSEL CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCRETE SW, DW APRONS, O R	INSTALL ON OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONCR CURB& 2.5' WIDE GUTTER	SC CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANC E FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	67	159 Whaley Avenue			98												1,666.00

Sales Tax 0.00
Amount Due 1,666.00

H.O - 842.80
DPW - 823.20

ADDRESS: 159 WHALEY ST.

REMOVE & REPLACE:	UNITS	AMOUNT	UNIT PRICE	TOTAL PRICE
4" CONCRETE (MORE THAN 80 S.F.)	S.F.	98	\$ 8.60	\$ 842.80
4" CONCRETE (LESS THAN 80 S.F.)	S.F.		\$ 10.60	-
6" CONCRETE (MORE THAN 30 S.F.)	S.F.		\$ 10.10	-
6" CONCRETE (LESS THAN 30 S.F.)	S.F.		\$ 9.60	-
CONCRETE CURB	L.F.		\$ 26.00	-
SAWCUTTING	L.F.		\$ 1.00	-
RESET 4" BRICK PAVERS	S.F.		\$ 8.00	-
RESET 6" BRICK PAVERS	S.F.		\$ 8.00	-

Total: \$ 842.80

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -176 Whaley Avenue**

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

176 Whaley Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed YES.

Was inspected and found to be unsatisfactory .

Comments: _____

Signature: Alan Luna

Date: 09/12/23



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE#
Job #

8665 77
1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVAL & DISPOSAL CONC SW, HC RAMPS &/OR CONC	46	INSTALL OF THICK CONCRETE SIDEWALK	INSTALL 6" THICK CONCRETE SW,DW APRONS,0 R	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONDLITH CURB&1' WIDE GUTTER	INSTALL MONDLITH CURB&2.5' WIDE GUTTER	SC CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	77	176 Whaley Avenue			46												782.00

Sales Tax 0.00
Amount Due 782.00

H.O - \$487.60
DPW - \$294.40

SIDEWALK INSPECTION FORM

DATE: 9/1/22

ADDRESS: 176 Whaley St

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: Clerks Office

REASON FOR INSPECTION: Alleged hazardous conditions
of sidewalk

INSPECTION REVEALED: Cracked/Lifted sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 46 6"

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 3.5x4, 8x4 6" _____ SAWCUTTING _____

INSPECTION PERFORMED BY: [Signature] DATE: 9/1/22

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

ADDRESS: 176 WHALEY ST.

REMOVE & REPLACE:	UNITS	AMOUNT	UNIT PRICE	TOTAL PRICE
4" CONCRETE (MORE THAN 80 S.F.)	S.F.		\$ 8.60	\$ -
4" CONCRETE (LESS THAN 80 S.F.)	S.F.	46	\$ 10.60	\$ 487.60
6" CONCRETE (MORE THAN 30 S.F.)	S.F.		\$ 10.10	\$ -
6" CONCRETE (LESS THAN 30 S.F.)	S.F.		\$ 9.60	\$ -
CONCRETE CURB	L.F.		\$ 26.00	\$ -
SAWCUTTING	L.F.		\$ 1.00	\$ -
RESET 4" BRICK PAVERS	S.F.		\$ 8.00	\$ -
RESET 6" BRICK PAVERS	S.F.		\$ 8.00	\$ -

Total: \$ 487.60

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 18, 2023

RE: **Hazardous Sidewalk – 13 Wilshire Court**

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

13 Wilshire Court

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

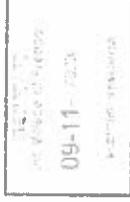
Date: 09/19/23

Cc: Robert Fisenne, Pamela Walsh Boening



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE# 8665-12
Job # 1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVAL & DISPOSAL CONC SW, HC RAMPS &/OR CONC APRONS	REMOVAL 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCRETE SW, DW APRONS, D	INSTALL 6" THICK CONCRETE CURBING	INSTALL 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONCRETE CURB & 2.5' WIDE GUTTER	INSTALL MONOLITH CONCRETE CURB & 2.5' WIDE GUTTER	SC CORNER SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	12	13 Wilshire Court		50												850.00

Sales Tax 0.00
Amount Due 850.00

SIDEWALK INSPECTION FORM

DATE: 3/16/21

ADDRESS: 13 WILSHIRE Court

DATE INSPECTION REQUESTED: 2/12/21

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

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

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 12'6" x 4' 6" SAWCUTTING

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert McCormick DATE 3/16/21

REVIEWED BY: RAP DATE 3/29/21

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 18, 2023

RE: Hazardous Sidewalk – 15 Wilshire Court

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

15 Wilshire Court

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed Y-ES.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

Date: 09/19/23

Cc: Robert Fisenne, Pamela Walsh Boening



1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE# 8665-13
Job # 1421



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCRETE SW, DW APRONS, DR	INSTALL 6" THICK CONCRETE CURBING	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONCRETE CURB&1' WIDE GUTTER	INSTALL MONOLITH CONCRETE CURB& 2.5' WIDE GUTTER	SCOWER SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8665	8/9/2023	13	15 Wilshire Court		46.3	46.3	46.3												787.10

Sales Tax 0.00
Amount Due 787.10

SIDEWALK INSPECTION FORM

DATE: 3/16/21

ADDRESS: 15 WILSHIRE Court.

DATE INSPECTION REQUESTED: 2/12/21

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: $\frac{4" \times 6"}{46.32}$ sq. ft.

CURE TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:
4" 11'7" x 4' 6" SAWCUTTING

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY: Robert McCormick DATE 3/16/21

REVIEWED BY: RMP DATE 3/29/21

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED OCTOBER 16, 2023, AUTHORIZING THE PURCHASE OF EQUIPMENT FOR USE BY THE VILLAGE'S FIRE DEPARTMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$105,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID VILLAGE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$105,000 TO FINANCE SAID APPROPRIATION

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to purchase equipment for use by the Village's Fire Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$105,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Village in the principal amount of not to exceed \$105,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Village in the principal amount of \$105,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter

33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to object(s) or purpose(s) for which \$105,000 of said bonds are authorized to be issued, within the limitations of Section 11.00 a. 32 of the Law, is five (5) years.

(b) The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made

annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing credit enhancement agreements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "*Freeport Herald*

Leader,” a newspaper having general circulation in the Village and hereby designated the official newspaper of said Village for such publication.

* * *

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

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: September 25, 2023

Re: 2023 FURNISHING OF CAUSTIC SODA

At the Village Board of Trustees meeting on March 13, 2023, the referenced requirements contract was awarded to UNIVAR USA Inc., 200 Dean Sievers Place, Morrisville, PA. 19076 for \$306,757.50. The contract was set up as a one year contract expiring on February 29, 2024, with two optional one-year extensions at no increase in the contract prices. To date, we have spent \$192,400.48 under this contract. Funding for this purchase will come but of the Water Department operating budget for the purchase of chemicals (WE96004 541110).

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

Accordingly, it is recommended that the contract "2023 FURNISHING OF CAUSTIC SODA" be extended for an additional year, from March 1, 2024 until February 28, 2025, UNIVAR USA Inc., 200 Dean Sievers Place, Morrisville, PA. 19076, with no increase in the unit prices.

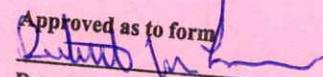


Robert R. Fisenne, P.E.
Superintendent of Public Works

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
A. Dalessio, Comptroller
M. Quinton, Supt. of Water

Approved as to form

Deputy Village Attorney

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

WHEREAS, on March 13, 2023, the Board awarded the bid for the 2023 Furnishing of Liquid Caustic Soda to Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50, for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the 2023 Furnishing of Liquid Caustic Soda contract from March 1, 2024 to February 28, 2025; and

WHEREAS, to date, the Department has spent \$192,400.48 under this contract; and

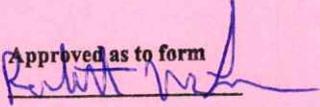
WHEREAS, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension, with no increase in the unit prices; and

WHEREAS, funding for this purchase will come out of the Water Department Operating Budget (WE96004 541110); 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 the first one-year contract extension for the 2023 Furnishing of Liquid Caustic Soda with Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, from March 1, 2024 to February 28, 2025, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2023 FURNISHING ON LIQUID CAUSTIC SODA

CONTRACTOR: Univar USA Inc.

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

We can extend at the current price, terms, and conditions.

ACCEPTED BY: Victoria Meakim DATE: 09/22/2023
(CONTRACTOR)
Univar Solutions USA Inc
Victoria Meakim, Municipal Specialist

ACCEPTED BY: RAP DATE: 9/27/23
(ENGINEER)

Approved as to form
[Signature]
Deputy Village Attorney

THESE ARE NOT THE OFFICIAL MINUTES OF THE BOARD OF TRUSTEES UNTIL SAME HAS BEEN APPROVED BY THE MAYOR AND THE BOARD OF TRUSTEES.

2023-22

2023-22

Inc., 17 Expressway Drive North, Medford, NY 11763, for a total amount of \$128,601.00, for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

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

WHEREAS, on December 19, 2022, the Board authorized the Village Clerk to advertise a Notice to Bidders for the 2023 Furnishing of Liquid Caustic Soda; and

WHEREAS, nine (9) bids were distributed and five (5) bids were received for the January 10, 2023 bid opening for the referenced purchase contract; and

WHEREAS, the bids range from a high bid of \$499,734.10 to a low bid of \$306,757.50, and the Village has reviewed and checked all bids in good order; and

WHEREAS, the lowest responsible bidder was submitted by Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50; and

WHEREAS, the contract will be for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, funding for this purchase will come out of the Water Department operating budget (WE96004 541110); 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 award the bid for the 2023 Furnishing of Liquid Caustic Soda to Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50, for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

March 13, 2023

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: October 2, 2023

Re: 2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE

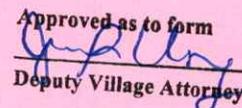
At the Village Board of Trustees meeting on February 6, 2023, the referenced purchase contract was awarded to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104, Buford, GA 30518, in the amount of \$107,600.00. The first term of the contract is set to expire on February 29, 2024, with an option for two one-year extensions at no increase in the contract prices. To date, we have spent \$71,016.00 under this contract. Funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541210).

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

Accordingly, we are recommending that the contract “**2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE**” be extended for an additional year, from March 1, 2024 until February 28, 2025, to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104, Buford, GA 30518, with no increase in the unit prices.



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

Approved as to form

Deputy Village Attorney

Encl.

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

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

WHEREAS, on February 6, 2023, the Board awarded the 2023 Furnishing of Sodium Hexametaphosphate to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518, in the amount of \$107,600.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, to date, the Department has spent a total of \$71,016.00 under this contract; and

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

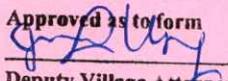
WHEREAS, the contract will be for a term beginning March 1, 2024 and ending February 28, 2025, with no increase in the unit prices; and

WHEREAS, funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541310); 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 extend the contract for the 2023 Furnishing of Sodium Hexametaphosphate to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518, for a first one-year extension term beginning March 1, 2024 and ending February 28, 2025, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE

CONTRACTOR: Chemrite Inc.

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	<u>PRICE</u> DECREASE	<u>PRICE</u> INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025	0.0%	0.0%
TOTAL DECREASE IN CONTRACT PRICE		0.0%	
TOTAL INCREASE IN PRICE		0.0%	0.0%

ACCEPTED BY:  DATE: 9/29/23
(CONTRACTOR)

ACCEPTED BY: _____ DATE: _____
(ENGINEER)

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 7, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on November 28, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2023 Furnishing of Sodium Hexametaphosphate”; and

WHEREAS, eight (8) bids were picked up and four (4) bids were received for the December 20, 2022 bid opening for the referenced purchase contract; and

WHEREAS, the bids range from a high bid of \$154,464.29 to a low bid of \$107,600.00, and the Village has reviewed and checked all bids and find them in good order; and

WHEREAS, the lowest responsible bidder was submitted by Chemrite, Inc., 5202 Belle Wood Ct, Suite 104, Buford, GA 30518, in the amount of \$107,600.00; and

WHEREAS, the contract will begin on March 1, 2023 and end on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted, with all unit prices remaining in effect for the extension of the contract; and

WHEREAS, funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541310); 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 award for the 2023 Furnishing of Sodium Hexametaphosphate to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104, Buford, GA 30518, in the amount of \$107,600.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

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

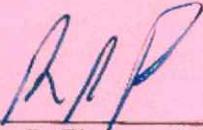
Date: September 29, 2023

Re: 2022 ANNUAL WELL MAINTENANCE CONTRACT

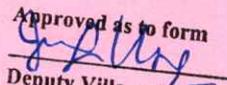
At the Village Board of Trustees meeting on February 7, 2022, the referenced requirements contract was awarded to A.C. Schultes Inc., 664 Evergreen Avenue, Woodbury Heights, New Jersey 08097 for \$176,700.00. The Contract was set up as a one-year contract expiring on February 28, 2023, with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on November 28, 2022, the contract was extended for the first one-year extension term, from March 1, 2023 until February 29, 2024. Fiscal Year to date, we have spent a total of \$47,943.00 under this contract. Funding for this service will be covered through the Water Department Operating Budget (WE95004 544810).

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

Accordingly, we are recommending that the contract "2022 ANNUAL WELL MAINTENANCE CONTRACT" be extended for an additional year, from March 1, 2024 until February 28, 2025, to A.C. Schultes Inc., 664 Evergreen Avenue, Woodbury Heights, New Jersey 08097, with no increase in the unit prices.



Robert R. Fisenne, P.E.

Approved as to form

Deputy Village Attorney

Encl.

c.

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

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

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

WHEREAS, on November 28, 2022, th Board approve to extend the contract with A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, New Jersey 08097, for the first one-year extension term beginning March 1, 2023 and ending February 29, 2024, in the amount of \$176,700.00, with no increase in unit prices; and

WHEREAS, Fiscal Year to date, the Department has spent a total of \$47,943.00 under this contract; and

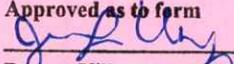
WHEREAS, the Department of Public Works has requested for the second and final one-year extension term of the Contract with the Contractor and the Contractor has agreed on this extension; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the “2022 Annual Well Maintenance Contract” with A.C. Schultes Inc., 664 S. Evergreen Avenue, Woodbury Heights, New Jersey 08097, for the second and final one-year extension term beginning March 1, 2024 and ending February 28, 2025, with no increase in unit prices.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

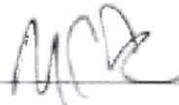
VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2022 WELL MAINTENANCE

CONTRACTOR: A.C. Schultes, Inc.

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025	—	0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  August C. Schultes DATE: 9/25/23
(CONTRACTOR)

ACCEPTED BY:  DATE: 9/27/23
(ENGINEER)

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

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

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

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

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

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 November 30, 2022
FROM: Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

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

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

AGENDA

BOARD OF TRUSTEES' MEETING

October 16, 2023

NO PUBLIC COMMENT