

6. PUBLIC WORKS – Robert R. Fisenne

- a) Request to award the contract “2024 Annual Maintenance and Landscaping of Various Village Properties Rebid” to F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, New York 11520, the lowest responsible bidder meeting bid specifications, in the amount of \$74,355.
- b) Request to award the contract “Installation of Playground Safety Surfaces” to Innovista LLC, d/b/a Softline Solutions, 2100 Scott Lake Road, Waterford, Michigan 48328, the lowest responsible bidder meeting bid specifications, in the amount of \$771,325.

7. RECREATION CENTER – Elizabeth Comerford

- a) Request approval of the Personal Service Agreement with Shawn Garnier, 190 N. Long Beach Avenue, Freeport, New York 11520, for dance classes, from September 1, 2024 through February 28, 2025, not to exceed \$5,400.
- b) Request approval of the Personal Service Agreement with Stay Fresh Stories, 711 Koelbel Court, Baldwin, New York 11510, from September 1, 2024 through February 28, 2025, not to exceed \$2,000.

8. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval of the negative declaration pursuant to SEQRA authorizing the issuance of \$9,500,000 in bonds to finance the Construction of Various Electric System Improvements including Upgrades to the Power Plants.
- b) Request to increase the fines for parking violations issued under the Vehicle and Traffic Regulations and the Vehicle and Traffic Law of the State of New York by \$20.00.

9. VILLAGE CLERK – Pamela Walsh Boening

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$21,797.50, to be reimbursed by the property owner, for the following:

71 Atlantic Avenue	\$ 2,128.00
125 Atlantic Avenue	\$ 1,350.50
350 Atlantic Avenue	\$ 787.50
403 Atlantic Avenue	\$10,347.50
22 Davison Place	\$ 651.00
450 S Ocean Avenue	\$ 1,320.00
75 Rosedale Avenue	\$ 536.00
556 Southside Avenue	\$ 2,310.00
365 W Sunrise Highway	\$ 2,367.00

10. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request resolution to authorize the issuance of \$9,500,000 in bonds authorizing the Construction of Various Electric System Improvements, including Upgrades to the Power Plants.

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

- b) Request approval to close out the \$115,000 bond resolution for the “Installation of SCADA System for the Village Water System” and transfer \$216.23 plus interest earned to the Water Fund Reserve for Debt Service.
- c) Request approval to close out the \$293,000 bond resolution for the “Replacement of a Sewer Pump on Buffalo Avenue” and transfer interest earned to General Fund Reserve for Debt Service Cash account.
- d) Request approval to close out the \$320,000 bond resolution for the “Installation of Flood Proofing Dam Doors at the Village Recreation Center and Department of Public Works Facility” and transfer interest earned to the General Fund Reserve for Debt Service Cash account.
- e) Request approval to close out the \$1,000,000 bond resolution for the “Construction of Road Improvements to Nassau Avenue” and transfer \$731.53 and interest earned to the General Fund Operating account.
- f) Request approval to close out \$1,700,000 bond resolution for the “Construction of Various Sanitary Sewer Improvements” and associated capital projects for Sewer Sanitary Lines Replacement/Relining, Suffolk Street Lift Station & Buffalo Avenue Pump Renovations and transfer interest earned to the General Fund Reserve for Debt Service Cash account.

11. WATER & SEWER – Robert R. Fisenne

- a) Request to advertise a notice to bidders for the “Purchase of Pumps for the Woodcleft Avenue Drainage Project” in the Freeport Herald on August 29, 2024, with a return date of September 17, 2024.

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: August 21, 2024

RE: Parade and Public Assembly Permit
Date: September 11, 2024
Time: 7:00 P.M – 8:00 P.M.
Set Up Time: 6:00 P.M.
Location: Bayview Avenue Traffic Circle

Attached please find a Parade and Public Assembly Permit Application submitted by Alma Rocha, on behalf of 9/11 Neighborhood Memorial, 152 St. Marks Avenue, to a hold public assembly at the Traffic Circle on S. Bayview Avenue and Ray Street, on Wednesday, September 11, 2024 from 7:00 P.M. to 8:00 P.M.

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


Pamela Walsh Boening
Village Clerk
Attachments

FREEPORT POLICE DEPARTMENT PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION

Applicant:

Alma G. Rocha 152 St. Marks Ave Freeport NY 11520
Name Address City State Zip
516 378 8663 516 381 6921 _____
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

9/11 Memorial Service (same as above) _____
Organization Name Address City State Zip

Telephone #

Organization Representatives (Other than applicant):

- | | |
|--------------------------|-------------------------------|
| 1) <u>Steve Cook</u> | <u>516 379 3486</u> |
| <small>Name</small> | <small>Contact Phone#</small> |
| 2) <u>Mary Muldowney</u> | <u>516 448 1484</u> |
| <small>Name</small> | <small>Contact Phone#</small> |
| 3) <u>Artie Jours</u> | <u>516 867 2480</u> |
| <small>Name</small> | <small>Contact Phone#</small> |
| 4) <u>Karen Colgan</u> | <u>516 509 3147</u> |
| <small>Name</small> | <small>Contact Phone#</small> |

RECEIVED
 VILLAGE ENGINEERING
 2024 AUG 12 2 34 PM

Parade/Public Assembly:

Date Requested: 9/11/2024 Assembly Time: 6:00 AM PM
 Starting Time: 7:00 AM PM Finish Time: 8:00 AM PM

Route/Public Assembly Location:

We want to assemble at Traffic Circle Bayview Ave. / Ray St.
Location
 The parade will start at _____ to _____
Direction/Location to Direction/Location
 _____ to _____
Direction/Location to Direction/Location
 _____ to _____
Direction/Location to Direction/Location
 _____ to _____
Direction/Location to Direction/Location

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

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

N/A

Participants:

What is the approximate number of:

- a) Persons 120 b) Animals N/A c) Vehicles N/A d) Utility trailer float N/A, which will constitute such parade? (Tractor trailer floats are discouraged)

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

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

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

Microphone

Color Guard

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

What is the estimated number of spectators or Public Assembly visitors? 120

Insurance Requirement Notice: (if required)

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

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

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

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

Contractual Liability coverage or the hold harmless cited below, which is to be signed by a representative of the festival sponsor/ride concessionaire, must be attached.

Insurance Requirement Notice (continued):

(Name of applicant or contracted operator) agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of (municipal property/location) in Freeport by (Name of applicant or contracted operator), whether or not such injury to persons or damage to property are due or claim to be due to any negligence of (Name of applicant or contracted operator) their employees or agents.

Sign: _____
(Name of representative and company name)

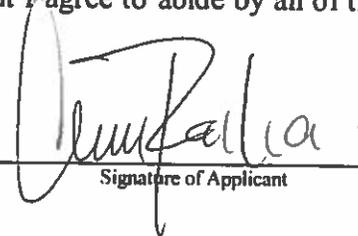
Date: _____

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

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

Affirmation of Understanding and Awareness:

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



Signature of Applicant

Sworn to before me this 12

day of August 2024

Pamela Walsh Boening
Notary

Pamela A. Walsh Boening
Notary Public State of New York
No. 01WA6213579
Qualified in Nassau County
Commission Expires November 9, 2025

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 Alma G. Rocha 152 St. Marks Avenue
Applicant's Name Address
Freeport New York 11520 (516) 378-8663
City State Zip Telephone #

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

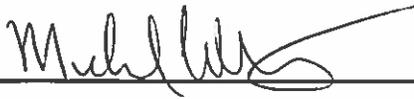
EVENT: **9/11 NEIGHBORHOOD MEMORIAL**
 LOCATION: **S. BAYVIEW AVE. TRAFFIC CIRCLE @ RAY ST.**
 DATE: **SEPTEMBER 11TH 2024** TIME: **7:00 P.M. TO 8:00 P.M.**
 ASSEMBLY TIME : **6:00 P.M.**

1. Assembly at 6:00 P.M., event starts at 7:00 P.M. and should end by 8:00 P.M. sharp without prompting from police.
2. The participants will remain aware of Village noise ordinances. Sound levels will be kept at an acceptable limit.
3. Vehicle traffic will be blocked and redirected during the event.
4. Other Contacts: Steve Cook 379-3486, Mary Muldowney, 448-1484, Karen Colgan 509-3147, and Artie Jeurs 867-2480

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

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

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

Issued by: Asst. Chief Michael Williams  08/15/2024
Rank Name Signature Date

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

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

**Michael Smith
Chief of Police**

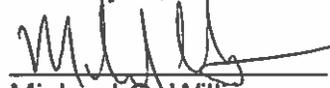
**40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432**

**TO: Pamela Walsh-Boening, Village Clerk
FROM: Assistant Chief Michael Williams
DATE: August 15th 2024
RE: 9/11 Neighborhood Memorial at the S. Bayview Avenue Traffic Circle
between Atlantic Avenue & Ray Street on, September 11TH. 2024 from
Assembly time: 6:00 pm Event: 7:00 pm to 8:00 pm**

After review of the attached Public Assembly Permit Application I am informing you that the permit is conditionally approved. The condition is that this matter must be 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
Asst. Chief of Police**

RECEIVED
2024 AUG 15 A 11:02
VILLAGE OF FREEPORT, NY
CHIEF'S OFFICE

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

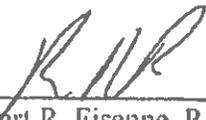
TO: Pamela Walsh Boening, Village Clerk

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

DATE: August 15, 2024

RE: Parade and Public Assembly Permit Application
Applicant: Alma G. Rocha
Date: Wednesday, September 11, 2024
Time: 7:00 pm – 8:00 pm
Assemble Time: 6:00 pm
Location: Bayview Avenue Traffic Circle (S. Bayview Ave & Ray St)

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Alma G. Rocha on behalf of 9/11 Neighborhood Memorial. I am conditionally approving this permit, with my approval conditioned upon this matter being brought to the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Wednesday, August 21, 2024 10:00 AM
To: Pamela Boening
Subject: Re: 9.11.2024 Public Assembly 911 Neighborhood Memorial

I have reviewed the Parade & Public Assembly Permit application for September 11, 2024 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. The applicant will be conducting this event with significant participation by the Fire Department.

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: Tuesday, August 20, 2024 2:32 PM
To: Raymond Maguire <rmaguire@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>
Subject: FW: 9.11.2024 Public Assembly 911 Neighborhood Memorial

Please send recommendation.

Pamela Walsh Boening
Village Clerk
President, LIVCTA

46 N. Ocean Avenue
Freeport, NY 11520

516-377-2254

Pamela Boening

From: Christine Maguire
Sent: Thursday, August 15, 2024 2:20 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 9.11.2024 Public Assembly 911 Neighborhood Memorial

Hi Pam,

This is approved.

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, August 14, 2024 3:45 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 9.11.2024 Public Assembly 911 Neighborhood Memorial

Please send recommendation.

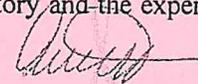
INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: August 16, 2024
To: Mayor Robert T. Kennedy
From: Anthony Fiore, Acting Superintendent of Electric Utilities
Re: Request to Advertise
Furnishing of Poles and Bases for Solar Lights
Bid #24-09-ELEC-710

The Electric Department will be installing solar lights in Cow Meadow Park. In order to make this energy efficiency improvement, we need to increase our supply of street light poles and bases. Attached is the specification for the furnishing of poles and bases for solar lights.

I request authorization to advertise a Notice to Bidders on August 29, 2024, in the Freeport Herald and other relevant publications. Specifications would be available from September 3, 2024 to September 20, 2024. The bids would have a returnable date of September 24, 2024. Attached is a copy of the Notice to Bidders for your review.

The cost of these purchases will be charged to E123000 (Inventory). These items will be added to our inventory and the expense will be charged to our energy efficiency account as the items are utilized.


Digitally signed by Anthony Fiore
DN: cn=Anthony Fiore, o=Incorporated
Village of Freeport, ou=Electric
Department

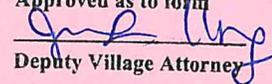
Anthony Fiore
Acting Superintendent of Electric Utilities

AF:db

Attachment

Cc Howard Colton, Village Attorney
Taylor D'Orta, Buyer
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Alvin McDaniel, 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 Acting Superintendent of Electric Utilities is requesting Board authorization for the Village Clerk to publish a Notice to Bidders for the “Furnishing of Poles and Bases for Solar Lights”; and

WHEREAS, the Electric Department will be installing solar lights in Cow Meadow Park; in order to make this energy efficiency improvement, the Department needs to increase their supply of street light poles and bases; and

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

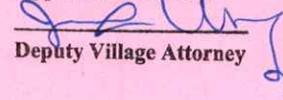
WHEREAS, the cost of these purchases will be charged to E 123000 (Inventory); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Village Clerk be and hereby authorized to publish a Notice to the Bidders for the “Furnishing of Poles and Bases for Solar Lights”, Bid #24-09-ELEC-710, in the Freeport Herald and other relevant publications of general circulation on August 29, 2024, with specifications available from September 3, 2024, to September 20, 2024, with a return date of September 24, 2024.

The Clerk polled the Board as follows:

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

Approved as to form


Deputy Village Attorney

NOTICE TO BIDDERS

FURNISHING OF POLES AND BASES FOR SOLAR LIGHTS 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 POLES AND BASES FOR SOLAR LIGHTS” until 11:00 A.M. on Tuesday, September 24, 2024, 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 Tuesday, September 3, 2024, until 4:00 P.M. on Friday, September 20, 2024.

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

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

Taylor D’Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – August 29, 2024

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

August 14, 2024

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

Re: New Member of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

Patrick Sean Dixon – Truck Co.

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

August 21, 2024

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

Daniel Pastor – Engine Co.

Jason Hughes – Hose Co. #2

Ebony Dash – Emergency Co.

Davin Middleton – Emergency Co.

Talitha Robinson – Emergency Co.

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Office of Emergency Management

To: Mayor Robert T. Kennedy
Freeport Board of Trustees

From: Donald Rowan
Director Freeport Emergency Management Office

RE: Adopting the Nassau County Hazard Mitigation Plan

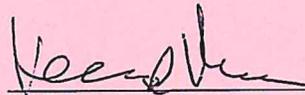
I'm officially requesting that the Village adopt a resolution approving the Nassau County Hazard Mitigation Plan for the Village to be eligible for FEMA Hazard Mitigation Assistance grants. The Village of Freeport has maintained our own Hazard Mitigation Plan since 1997 which requires updates to be made every few years. Having a current Hazard Mitigation Plan that has been approved by FEMA is a requirement for the village to receive any grants. The latest plan was adopted by the Board in September 2020 during COVID. As of that date, Nassau County never had a plan. In 2021, Nassau County finally wrote a plan encompassing all jurisdictions of Nassau County, Freeport did participate in the planning process of this plan. However, the Village never adopted it because we had our own plan in place.

On July 26th the Mayor's office received an email from NYS Division of Homeland Security informing us that we would not be eligible for any further Hazard Mitigation funding until we adopted the Nassau County plan. On Tuesday, July 30th, I called Elizabeth O'Reilly, the planning Manager for Hazard Mitigation at NYS Homeland Security and was informed that FEMA no longer recognizes single site plans like the one Freeport had. That moving forward FEMA would only recognize multi-jurisdictional plans.

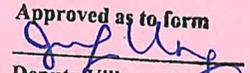
I have reviewed the Nassau County Plan, and it looks very similar to ours. It is several hundred pages long and can be viewed at the link below. Freeport was in the planning process of this plan, and we will also be involved in the update they are planning on starting in a few months.

<https://www.nassaucountyny.gov/2813/Hazmit-Plan>

If this meets with your approval, please place on the next available Agenda for Board action.



Donald Rowan
Director of Emergency Management

Approved as to form

Deputy Village Attorney

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

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

A RESOLUTION OF THE INCORPORATED VILLAGE OF FREEPORT ADOPTING THE NASSAU COUNTY HAZARD MITIGATION PLAN, NASSAU COUNTY, NEW YORK, JANUARY 2021

WHEREAS, the Incorporated Village of Freeport Board of Trustees recognizes the threat that natural hazards pose to people and property within the Village of Freeport; and

WHEREAS, the Village of Freeport has prepared a multi-hazard mitigation plan, hereby known as the Nassau County Hazard Mitigation Plan, Nassau County, New York, January 2021, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Nassau County Hazard Mitigation Plan, January of 2021, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Village of Freeport from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Village of Freeport Board of Trustees demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Nassau County Hazard Mitigation Plan, Nassau County, New York, January 2021; and

WHEREAS, this plan, approved by the community, may be edited or amended after submission for review, but will not require the community to re-adopt any further iterations; this only applies to this specific plan and does not absolve the community from updating the plan in five (5) years; and

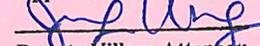
WHEREAS, the Board of Trustees has reviewed the Plan and affirms that the Plan will be updated in five (5) years; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees that the Village of Freeport adopts the Nassau County Hazard Mitigation Plan, Nassau County, New York, January 2021, and resolves to execute the actions in the Plan.

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: Richard E. Holdener, Director of Emergency Management October 7, 2020

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 5, 2020:

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

WHEREAS, the Village of Freeport, with assistance from the All Hazard Planning Committee, has gathered information and prepared *The Village of Freeport All Hazard Mitigation Plan*; and

WHEREAS, *The Village of Freeport All Hazard Mitigation Plan* has been prepared in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Village of Freeport is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions set forth in the Plan; and

WHEREAS, the Board of Trustees has reviewed the Plan and affirms that the Plan will be updated no less than every five years; and

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees that the Village of Freeport adopts *The Village of Freeport All Hazard Mitigation Plan* as this jurisdiction's All Hazard Mitigation Plan and resolves to execute the actions in the Plan.

The Clerk polled the Board as follows:

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

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Recreation Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Deputy Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Deputy Village Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	<u> </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	

Nassau County Hazard Mitigation Plan

Nassau County, New York

January 2021



HAGERTY

Nassau County Hazard Mitigation Plan

Executive Summary



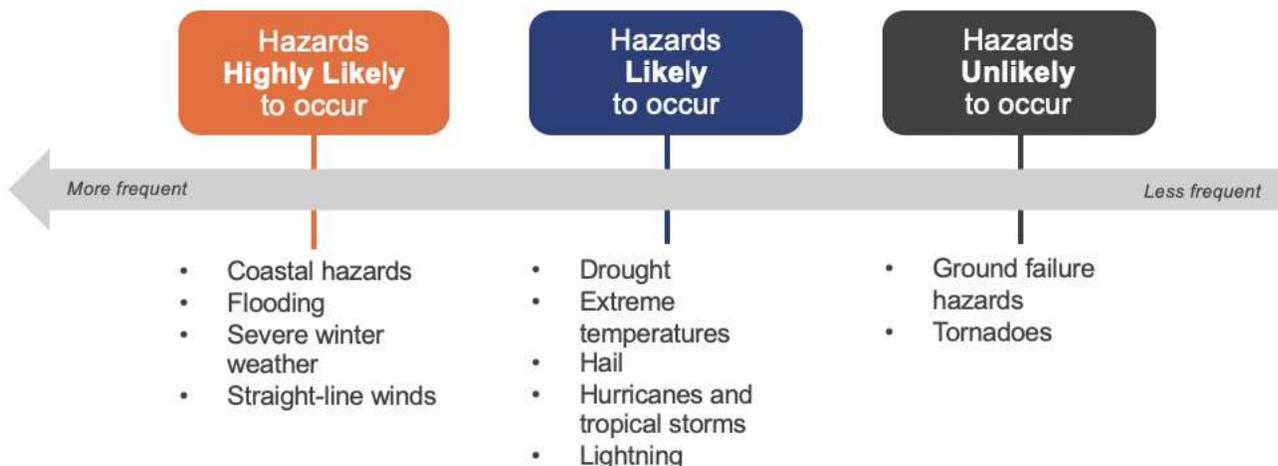
The Nassau County Hazard Mitigation Plan (Plan) is tangible evidence of Nassau County's **dedication to identifying and reducing the risks** associated with natural hazards to increase resilience of the community. Additionally, the County recognizes the importance of **maintaining a Federal Emergency Management Agency (FEMA) approved hazard mitigation plan** in order to maintain eligibility for the FEMA Hazard Mitigation Assistance (HMA) program, thereby opening the door to additional financial resources for the County.

Planning Process

Nassau County, in coordination with stakeholder groups, conducted a comprehensive, year-long planning process to update and redevelop their hazard mitigation plan to account for new risk data and cater to updated community priorities. Through this process, the County established a group of jurisdictions interested in participating (i.e., Planning Committee), identified hazards of concern, profiled these hazards, estimated risk and potential losses associated with these hazards, developed mitigation goals and actions that address the hazards that impact the area, and developed a strategy for plan implementation, to be executed upon conditional approval of the Plan from the New York State Division of Homeland Security and Emergency Services (NYS DHSES) and FEMA.

Risk Assessment

The purpose of the risk assessment is to evaluate the risks of natural hazards that are anticipated to impact the people, economy, services, housing, infrastructure, and environment of Nassau County. This assessment evaluated coastal hazards, drought, extreme temperatures, flooding, ground failure hazards, hail, hurricanes and tropical storms, lightning, severe winter weather, and straight line winds. Key considerations in this analysis were the likelihood that a hazard would occur (probability of occurrence), the anticipated severity (extent) of the hazard, and anticipated impact of the hazard on the community. The assessment found that:



Mitigation Strategy



The mitigation strategy is the heart of the Nassau County Hazard Mitigation Plan. This section defines the County’s vision for mitigating risk and reaching resilience. The section details an implementation strategy that will be carried out over the next five years. The cornerstone of the County’s Mitigation Strategy are these six mitigation goals that all mitigation actions align with:

- 1** Build stronger by promoting mitigation actions that emphasize sustainable construction and design measures to reduce or eliminate the impacts of natural hazards now and in the future.
- 2** Build and support local capacity to prepare for, respond to, and recover from disasters.
- 3** Protect existing property including public, historic, private structures, state-owned/operated buildings, and critical facilities and infrastructure.
- 4** Increase awareness of hazard risk and mitigation capabilities among stakeholders, citizens, elected officials, and property owners to enable the successful implementation of mitigation strategies.
- 5** Develop and implement long-term, cost effective, and resilient mitigation projects to preserve or restore the functions of natural systems.
- 6** Improve coordination between land use and redevelopment planning to encourage safe, economically sound investments.

Plan Organization

This Plan consists of the Base Plan, its Appendices, and the Jurisdictional Annexes. The Base Plan is comprised of the following sections:

- **Section 1 Introduction** introduces the reader to the Plan and provides context for the information included in the Plan.
- **Section 2 Planning Process** describes the planning process and records participation of various stakeholders in the planning process.
- **Section 3 County Profile** analyzes the current and future demographics, geography, and climate in the County to inform the mitigation planning process.
- **Section 4 Risk Assessment** analyzes the County and its jurisdictions’ risk and vulnerabilities to natural hazards.
- **Section 5 Capability Assessment** collates the County’s capabilities and assesses how these capabilities can support mitigation programs or be improved to support mitigation.
- **Section 6 Mitigation Strategy** describes the County’s mitigation strategy, including the Plan’s goals for a mitigation program, Countywide mitigation actions, and a road map for how the County will implement the Plan throughout the five year planning cycle.

The Base Plan Appendices include tools and data that supported the development of the Plan or will support the implementation of the plan. Lastly, each participating jurisdiction has its own Jurisdictional Annex that details a jurisdiction-specific profile, capability assessment, and mitigation strategy.

Table of Contents

Executive Summary	<i>i</i>
Table of Contents	1
1 Introduction.....	3
1.1 Background.....	3
1.2 Participating Jurisdictions.....	3
1.3 Plan Organization	17
2 Planning Process.....	18
2.1 Stakeholder Organization and Responsibilities	18
2.2 Plan Update Process	21
2.3 Data Sources	24
3 County Profile	25
3.1 Location	25
3.2 Population Density	26
3.3 Social Vulnerability.....	27
3.4 Natural Environment	29
3.5 Economy.....	31
3.6 Housing	31
3.7 Critical Facilities	31
4 Risk Assessment.....	33
4.1 Methodology, Data, and Tools	33
4.2 Coastal Hazards	41
4.3 Drought.....	46
4.4 Extreme Temperatures	51
4.5 Flooding.....	56
4.6 Ground Failure Hazards.....	68
4.7 Hail	77
4.8 Hurricanes and Tropical Storms.....	79
4.9 Lightning.....	87
4.10 Tornados	90
4.11 Severe Winter Weather.....	92



4.12	Straight-Line Wind	96
5	Capability Assessment	99
5.1	Progress after Superstorm Sandy	99
5.2	Legal and Regulatory Capabilities.....	100
5.3	Administrative and Technical Capabilities	102
5.4	Fiscal Capabilities	103
5.5	Community Classification Assessment.....	104
5.6	National Flood Insurance Program Summary.....	105
5.7	Planning for Displaced Residents	105
5.8	Planning for Evacuation and Sheltering	108
6	Mitigation Strategy	109
6.1	Mitigation Strategy Goals	110
6.2	Mitigation Strategy Development	111
6.3	2020 Nassau County Mitigation Action Plan.....	113
6.4	Implementing the Mitigation Strategy	114
	Bibliography	118

Appendix A – Planning Process

Appendix B – Risk Assessment

Appendix C – Mitigation Strategy

Jurisdictional Annexes



1 Introduction

1.1 Background

Since 2007, Nassau County has maintained a hazard mitigation plan in order to reduce community vulnerability to natural disasters and meet the requirements of the Stafford Act and Title 44 Code of Federal Regulations (CFR) §201.6. The Nassau County Hazard Mitigation Plan will serve as guidance for implementation of the Mitigation Planning Program for the County and participating jurisdictions, in contrast to directing policy or having direct legal implications. The County and participating jurisdictions last updated the Nassau County Hazard Mitigation Plan in 2014. This update was largely focused on implementing lessons learned from the unprecedented impact of Superstorm Sandy in 2012. The goal for the 2021 update is to leverage current standards, regulations, guidance, and hazard information to ensure the new plan meets and exceeds New York State and FEMA hazard mitigation plan requirements. Funding for this plan update was obtained through a FEMA Pre-Disaster Mitigation Grant in 2017. This plan is tangible evidence of Nassau County’s dedication to identifying and reducing the risks associated with the hazards that exist in the community.

Benefits of Mitigation Planning:

- Creates eligibility for FEMA Hazard Mitigation Assistance (HMA) funding
- Reduces impacts of natural hazards on the community
- Increases resilience of County
- Strengthens partnerships and increases awareness of hazards
- Supports prioritization of limited resources

1.2 Participating Jurisdictions

While the Nassau County Hazard Mitigation Plan applies to all communities in Nassau County, jurisdictions that fully participated in the plan update process may adopt the Plan and remain eligible as direct recipients of HMA funding.

Nassau County’s two cities, three towns, and 64 incorporated villages were invited to participate in the plan update process, as required to be considered participating jurisdictions in a FEMA approved plan. During the planning process, 18 jurisdictions withdrew their participation due to a variety of reasons, including but not limited to differing planning priorities, lack of observed need for mitigation actions, and staff capacity. This planning process coincided with the COVID-19 pandemic, which posed challenges to the County and its jurisdictions as it strained the already thin resources of local communities. This may have been a significant factor for those jurisdictions that decided to withdraw participation from the plan. The County coordinated with each withdrawing jurisdiction to confirm their withdrawal and the repercussions, specifically related to federal funding eligibility, of their withdrawal.

A total of 51 participating jurisdictions are included in the 2021 Nassau County Hazard Mitigation Plan Update, as shown in **Figure 1** and detailed in **Table 1**. **Table 2** summarizes the individuals who comprise of the Planning Committee that was responsible for this plan update.



Figure 1: Planning Area Jurisdictions

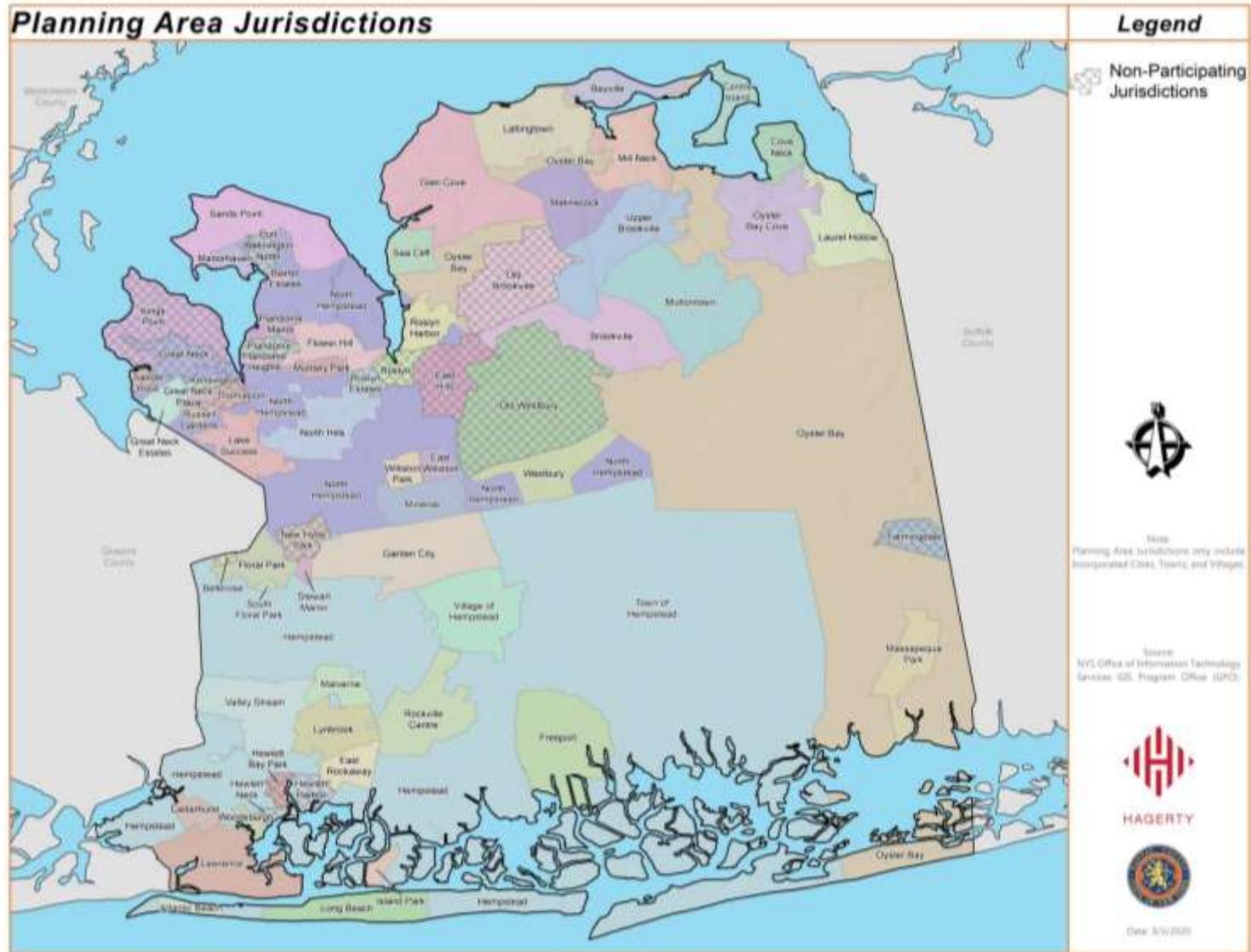


Table 1: Plan Participation Status



Name	Core Planning Group Kickoff	Planning Committee Pre-Workshop Webinar	Planning Committee Workshop	Risk Review and Mitigation Webinar	Jurisdiction Consultation Calls	Planning Committee Mitigation Strategy Webinar	Planning Committee Plan Review Webinar	Status (Adopting, Withdrawn)
Nassau County	X	X	X	X	X	X	X	Adopting
City of Glen Cove	X			X	X		X	Adopting
City of Long Beach	X	X	X		X	X	X	Adopting
Town of Hempstead	X	X	X	X	X	X	X	Adopting
Town of North Hempstead	X		X	X	X	X	X	Adopting
Town of Oyster Bay		X	X		X	X		Adopting
Village of Atlantic Beach								Adopting
Village of Baxter Estates			X	X	X	X	X	Adopting
Village of Bayville		X	X	X	X	X	X	Adopting
Village of Bellerose		X	X	X				Withdrawn
Village of Brookville		X	X	X	X	X	X	Adopting
Village of Cedarhurst			X	X	X	X	X	Adopting
Village of Centre Island			X			X	X	Adopting
Village of Cove Neck		X	X	X	X	X	X	Adopting
Village of East Hills			X					Withdrawn
Village of East Rockaway			X	X	X	X	X	Adopting
Village of East Williston		X	X		X			Adopting
Village of Farmingdale			X					Withdrawn
Village of Floral Park		X	X	X	X	X		Adopting
Village of Flower Hill			X	X	X			Adopting
Village of Freeport		X	X					Adopting
Village of Garden City			X	X	X			Adopting
Village of Great Neck		X	X	X				Withdrawn



Name	Core Planning Group Kickoff	Planning Committee Pre-Workshop Webinar	Planning Committee Workshop	Risk Review and Mitigation Webinar	Jurisdiction Consultation Calls	Planning Committee Mitigation Strategy Webinar	Planning Committee Plan Review Webinar	Status (Adopting, Withdrawn)
Village of Great Neck Estates			X		X			Adopting
Village of Great Neck Plaza				X	X	X		Adopting
Village of Hempstead		X	X				X	Adopting
Village of Hewlett Bay Park			X	X				Withdrawn
Village of Hewlett Harbor		X						Withdrawn
Village of Hewlett Neck			X	X				Withdrawn
Village of Island Park			X	X				Adopting
Village of Kensington								Withdrawn
Village of Kings Point		X	X					Withdrawn
Village of Lake Success		X	X	X	X	X	X	Adopting
Village of Lattingtown		X			X		X	Adopting
Village of Laurel Hollow			X	X	X	X		Adopting
Village of Lawrence		X		X	X			Adopting
Village of Lynbrook		X	X	X	X	X		Adopting
Village of Malverne		X	X	X	X	X		Adopting
Village of Manorhaven					X		X	Adopting
Village of Massapequa Park		X		X	X			Adopting
Village of Matinecock			X	X	X	X	X	Adopting
Village of Mill Neck		X	X	X	X			Adopting
Village of Mineola			X	X	X		X	Adopting
Village of Munsey Park					X			Adopting
Village of Muttontown		X	X	X	X			Adopting
Village of New Hyde Park			X					Withdrawn



Name	Core Planning Group Kickoff	Planning Committee Pre-Workshop Webinar	Planning Committee Workshop	Risk Review and Mitigation Webinar	Jurisdiction Consultation Calls	Planning Committee Mitigation Strategy Webinar	Planning Committee Plan Review Webinar	Status (Adopting, Withdrawn)
Village of North Hills			X	X	X	X	X	Adopting
Village of Old Brookville			X					Withdrawn
Village of Old Westbury		X	X	X				Withdrawn
Village of Oyster Bay Cove		X	X		X			Adopting
Village of Plandome								Withdrawn
Village of Plandome Heights		X			X		X	Adopting
Village of Plandome Manor		X	X	X	X		X	Adopting
Village of Port Washington North		X						Withdrawn
Village of Rockville Centre		X	X	X	X		X	Adopting
Village of Roslyn	X	X		X				Withdrawn
Village of Roslyn Estates								Withdrawn
Village of Roslyn Harbor		X	X	X	X		X	Adopting
Village of Russell Gardens		X	X	X	X		X	Adopting
Village of Saddle Rock								Withdrawn
Village of Sands Point			X	X	X		X	Adopting
Village of Sea Cliff		X			X	X	X	Adopting
Village of South Floral Park				X	X			Adopting
Village of Stewart Manor			X	X	X	X	X	Adopting
Village of Thomaston				X				Withdrawn
Village of Upper Brookville	X	X	X	X	X	X	X	Adopting
Village of Valley Stream		X	X	X	X	X	X	Adopting
Village of Westbury		X	X	X	X			Adopting
Village of Williston Park		X	X	X	X		X	Adopting



Name	Core Planning Group Kickoff	Planning Committee Pre-Workshop Webinar	Planning Committee Workshop	Risk Review and Mitigation Webinar	Jurisdiction Consultation Calls	Planning Committee Mitigation Strategy Webinar	Planning Committee Plan Review Webinar	Status (Adopting, Withdrawn)
Village of Woodsburgh			X	X	X	X	X	Adopting



Table 2: Planning Committee Members

Organization	First Name	Last Name	Job Title	Core Planning Group?
Village of Atlantic Beach	Steven	Cherson	Superintendent	No
Village of Baxter Estates	Nora	Haagenson	Mayor	No
Village of Baxter Estates	Chrissy	Kiernan	Village Clerk-Treasurer	No
Village of Baxter Estates	Alice	Peckelis	Emergency Manager	No
Village of Bayville	Maria	Alfano-Hardy	Administrator	No
Village of Bayville	Doug	Groth	Building Inspector	No
Village of Bellerose	Emil	Pape	Emergency Manager	No
Village of Brookville	Timothy	Dougherty	Village Administrator and Building Inspector	No
Village of Brookville	Angela	Mannino	Staff	No
Village of Brookville	Daniel	Serota	Mayor	No
Village of Brookville	Robert	Spina	Trustee and Director	No
Village of Cedarhurst	Frank	Parise	Superintendent	No
Village of Centre Island	Lawrence	Schmidlapp	Mayor	No
City of Glen Cove	Christopher	Ortiz	Deputy Chief	Yes
City of Long Beach	Chandra	Akins	Administrator	Yes
City of Long Beach	Richard	Corbett	Deputy Director	Yes
City of Long Beach	Joe	Febrizio	Deputy Commissioner	Yes
City of Long Beach	Scott	Kemins	Director	Yes
City of Long Beach	John	Mirando	Acting City Manager	Yes
Village of Cove Neck	Ted	Gutierrez	Trustee/Deputy Mayor	No
Village of Cove Neck	John	Hubbard	Planning Board Member	No
Village of Cove Neck	Thomas	Zoller	Mayor	No
Village of East Hills	Matt	Angst	Park Director	No
Village of East Hills	Donna	Gooch	Mayor	No
Village of East Hills	John	Salerno	Superintendent	No



Organization	First Name	Last Name	Job Title	Core Planning Group?
Village of East Hills	Charles	Summa	Emergency Manager	No
Village of East Rockaway	James	Carrigan	Emergency Manager	No
Village of East Rockaway	Juan	Garcia	Village Engineer	No
Village of East Rockaway	Thomas	Smith	Superintendent	No
Village of East Williston	Marie	Hausner	Village Clerk	No
Village of East Williston	Bonnie	Parente	Mayor	No
Village of Farmingdale	Andy	Fisch	Superintendent	No
Village of Farmingdale	Brian	Harty	Administrator	No
Federal Emergency Management Agency (FEMA)	Stephanie	Gootman	Community Planner	Yes
FEMA	Gary	Monitz	Mitigation Planner	Yes
Village of Floral Park	Kevin	Ginnane	Superintendent	No
Village of Floral Park	Renee	Marcus	Superintendent	No
Village of Flower Hill	Richard	Falcones	Superintendent	No
Village of Flower Hill	Randall	Rosenbaum	Trustee	No
Village of Flower Hill	Ronnie	Shatzkamer	Village Administrator	No
Village of Freeport	Richard	Holdener	Emergency Manager	No
Village of Freeport	Jonathan	Smith	Code Enforcement Inspector	No
Village of Freeport	Nora	Suders	Grants Technician	No
Village of Garden City	Darcia	Palmer	Deputy Treasurer	No
Village of Garden City	Domenick	Stanco	Deputy Superintendent/ Emergency Manager	No
Village of Great Neck	Louis	Massaro	Superintendent	No
Village of Great Neck	Jim	Neubert	Deputy Superintendent	No
Village of Great Neck Estates	Barbara	Dziorney	Building Inspector	No
Village of Great Neck Estates	Kathleen L	Santelli	Village Administrator	No
Village of Great Neck Estates	Christopher	Russo	Police Sergeant	No
Village of Great Neck Plaza	Jean	Celender	Mayor	No



Organization	First Name	Last Name	Job Title	Core Planning Group?
Village of Great Neck Plaza	Vincent	Ferry	Assistant to the Mayor	No
Hagerty Consulting	Michelle	Bohrson	Managing Associate	Yes
Hagerty Consulting	Jim	DeAngelo	Senior Managing Associate	Yes
Hagerty Consulting	Kris	Ledins	Senior Managing Associate	Yes
Hagerty Consulting	Michael	Levkowitz	Managing Associate	Yes
Hagerty Consulting	Sydney	McKenna	Managing Associate	Yes
Village of Hempstead	Scott	Clark	Supervisor, Water & Sewer Services	No
Village of Hempstead	Frank	Germinaro	Director	No
Village of Hempstead	Waylyn	Hobbs	Trustee	No
Village of Hempstead	Teddy	McLean	Senior Engineering Aide	No
Village of Hempstead	George	Sandas	Director	No
Village of Hewlett Bay Park	Francois	Tenenbaum	Fire Commissioner	No
Village of Hewlett Harbor	Maureen	McCarthy	Deputy Clerk	No
Village of Hewlett Harbor	Michael	Ryder	Village Clerk	No
Village of Hewlett Neck	Francois	Tenenbaum	Fire Commissioner	No
Village of Island Park	John	Isola	Deputy Village Treasurer	No
Village of Island Park	Michael	Mcginty	Mayor	No
Village of Kensington	Susan	Lopatkin	Mayor	No
Village of Kensington	Melissa	McComb	Village Clerk	No
Village of Kings Point	George	Banville	Commissioner	No
Village of Kings Point	Michael	Moorehead	Superintendent	No
Village of Kings Point	Gomie	Persaud	Head Village Clerk	No
Village of Lake Success	Patrick	Farrell	Administrator	No
Village of Lake Success	Patrick	McDermott	Superintendent	No
Village of Lattingtown	Dawn	Gresalfi	Clerk Treasurer	No
Village of Lattingtown	Enrico	Lucidi	Street Commissioner	No
Village of Laurel Hollow	Daniel	DeVita	Mayor	No



Organization	First Name	Last Name	Job Title	Core Planning Group?
Village of Laurel Hollow	Elizabeth	Kaye	Village Clerk/Treasurer	No
Village of Laurel Hollow	Jeffrey	Nemshin	Deputy Mayor	No
Village of Lawrence	Geraldo	Castro	Deputy Village Administrator	No
Long Island Regional Planning Council	Elizabeth	Cole	Deputy Director	Yes
Long Island Regional Planning Council	Richard	Guardino	Executive Director	Yes
Village of Lynbrook	Robert	Cribbin	Emergency Manager	No
Village of Lynbrook	John	Giordano	Village Administrator	No
Village of Lynbrook	Valerie	Onoroto	Deputy Administrator	No
Village of Malverne	Anthony	Marino	Director	No
Village of Manorhaven	Sharon	Abramski	Village Clerk-Treasurer	No
Village of Massapequa Park	Robert	Macri	Superintendent	No
Village of Matinecock	Roger	Cocchi	Consultant Engineer	No
Village of Matinecock	Kenneth	Goodman, M.D.	Mayor	No
Village of Matinecock	Albert	Kalimian	Deputy Mayor	No
Village of Matinecock	Peter P.	MacKinnon, Esq.	Village Attorney	No
Village of Matinecock	William	Simonds	Clerk-Treasurer	No
Village of Mill Neck	Donna	Harris	Village Clerk-Treasurer	No
Village of Mill Neck	Josh	Kugler	Emergency Manager	No
Village of Mineola	Lenny	Palumbo	Deputy Superintendent	No
Village of Mineola	Thomas	Rini	Superintendent	No
Village of Munsey Park	Tara	Gibbons	Treasurer	No
Village of Munsey Park	Maureen	McLean	Deputy Clerk	No
Village of Muttontown	Joseph	Russo	Acting Village Clerk	No
Village of Muttontown	Tony	Toscano	Emergency Manager	No
Nassau County	Paul	Broderick	Deputy Commissioner	Yes



Organization	First Name	Last Name	Job Title	Core Planning Group?
Nassau County	Ann	DeSimone	Director, Public Health Emergency Preparedness	Yes
Nassau County	Michael	Golio	Investigator Captain	Yes
Nassau County	Diana	Johnson	Coordinator of Community Mental Health Services	Yes
Nassau County	Nicole	Marks	Director of Planning	Yes
Nassau County	Steven	Morelli	Commissioner	Yes
Nassau County	Joseph	O'Connor	Emergency Management Specialist	Yes
Nassau County	Bohdan	Pilczak	Division Supervising Fire Marshal	Yes
Nassau County	Brian	Schneider	Deputy County Executive	Yes
Nassau County	Karen	Taggart	Special Counsel for Public Safety	Yes
Nassau County	Joseph	Trimarchi	Deputy Commissioner	Yes
Nassau County	Robert	Connolly	Sergeant	Yes
Nassau County	Kevin	Crean	Director	Yes
Nassau County	Timothy	Messner	Deputy Commissioner	Yes
Nassau County	Kenneth	Murray	Officer	Yes
Nassau County	Susan	Park	Director of Recovery	Yes
Nassau County	David	Viana	Planner II	Yes
Nassau County Soil and Water Conservation District	David	Ganim	District Manager	Yes
Nassau County Village Officials Association	Ralph	Kreitzman	Executive Director	Yes
Village of New Hyde Park	Richard	Coppola	Village Trustee	No
Village of New Hyde Park	Thomas	Gannon	Superintendent	No
New York City Emergency Management	Melissa	Umberger	Director	Yes
Village of North Hills	Marianne	Lobaccaro	Village Administrator	No
Village of North Hills	Dennis	Sgambati	Deputy Mayor	No



Organization	First Name	Last Name	Job Title	Core Planning Group?
New York State Department of Homeland Security and Emergency Services (NYS DHSES)	Patrick	Beckley	Regional Director	Yes
NYS DHSES	Shannon	Clarke	DHSES Mitigation Planning Manager	Yes
NYS DHSES	Jillian	Ringhauser	Regional Planner	Yes
New York State Floodplain and Stormwater Managers Association	Brian	Zitani	Region 1 (Long Island) Chapter Chairman	Yes
New York State Department of Environmental Conservation	Bill	Fonda	Public Participation Specialist	Yes
Village of Old Brookville	Bernard	Ryba	Mayor	No
Village of Old Westbury	Gregg	Bencic	Superintendent	No
Village of Old Westbury	Robert	Glaser	Chief of Police	No
Village of Old Westbury	Brian	Ridgway	Village Administrator	No
Village of Oyster Bay Cove	Joanne	Casale	Village Clerk/Treasurer	No
Village of Oyster Bay Cove	Seth	Lublin	Emergency Manager	No
Village of Oyster Bay Cove	Ted	Mergel	Police Sergeant	No
Village of Oyster Bay Cove	Edward F.	von Briesen	Road Commissioner	No
Village of Plandome	Donald	Richardson	Emergency Manager/Trustee	No
Village of Plandome Heights	Arlene	Drucker	Village Clerk	No
Village of Plandome Heights	Kenneth	Riscica	Mayor	No
Village of Plandome Manor	Barbara	Donno	Mayor	No
Village of Plandome Manor	Randi	Malman	Village Clerk	No
Village of Port Washington North	Robert	Barbach	Superintendent	No
Village of Port Washington North	Alex	Moschos	Deputy Emergency Manager	No
Village of Rockville Centre	Kevin	Reilly	Emergency Manager	No
Village of Roslyn	Sam	Daliposki	Superintendent	No
Village of Roslyn	Anita	Frangella	Village Clerk's Office	No
Village of Roslyn Estates	Henry	Krukowski	Emergency Management Officer	No



Organization	First Name	Last Name	Job Title	Core Planning Group?
Village of Roslyn Estates	Michael	Tomicich	Village Clerk/Treasurer	No
Village of Roslyn Harbor	Dina	Kussoff	Emergency Management Coordinator	No
Village of Roslyn Harbor	Marla	Wolfson	Village Clerk	No
Village of Russell Gardens	Christine	Blumberg	Village Clerk Treasurer	No
Village of Russell Gardens	Michael	Jurcsak	Supervisor	No
Village of Saddle Rock	Dan	Levy	Mayor	No
Village of Sands Point	Mike	Ertel	Sands Point Representative to Manhasset Bay Protection Committee	Yes
Village of Sands Point	Peter	Forman	Commissioner	No
Village of Sands Point	Liz	Gaynor	Village Clerk	No
Village of Sands Point	Correne	Martinez	Administrator	No
Village of Sea Cliff	Shane	Dommin	Building Inspector	No
Village of Sea Cliff	Bruce	Kennedy	Village Administrator	No
Village of South Floral Park	Jennifer	Bellamy	Emergency Manager	No
Village of South Floral Park	Mary	Long	Village Clerk	No
Village of Stewart Manor	Barbara	Arciere	Trustee	No
Village of Stewart Manor	Rosemarie	Biehayn	Village Clerk	No
Village of Stewart Manor	Richard	Clifford III	MEO-Sanitation Worker	No
Village of Stewart Manor	Michael	Onorato	Mayor	No
Suffolk County	Kenneth	Kutner	Program Examiner, Office of Emergency Management	Yes
Suffolk County	Jeanne	Lenz	Program Examiner, Office of Emergency Management	Yes
Village of Thomaston	William	Mazurkiewicz	Superintendent	No
Village of Thomaston	Steven	Weinberg	Mayor	No
Town of Hempstead	Edward	Powers	Director	Yes
Town of North Hempstead	Shawn	Brown	Commissioner	Yes
Town of North Hempstead	Tom	Devaney	Grants Manager	Yes



Organization	First Name	Last Name	Job Title	Core Planning Group?
Town of Oyster Bay	Michael	Gange	Director	Yes
Town of Oyster Bay	Robert	Mangano	Deputy Commissioner	Yes
Town of Oyster Bay	Cathie	McGarry	Public Safety Assistant	Yes
Village of Upper Brookville	Elliot	Conway	Mayor	No
Village of Upper Brookville	Tracy	Lynch	Clerk/Treasurer	No
Village of Upper Brookville	Thomas	Mullen	Deputy Clerk	No
Village of Valley Stream	Steven	Acquavella	Superintendent	No
Village of Valley Stream	Frank	Roca	Emergency Management Coordinator	No
Village of Westbury	Joseph	Brillantino	Building Inspector	No
Village of Westbury	Phil	Fulgieri	Superintendent	No
Village of Westbury	Pasquale	Iannucci	Deputy Superintendent	No
Village of Williston Park	Keith	Bunnell	Superintendent	No
Village of Williston Park	Paul	Ehrbar	Mayor	No
Village of Williston Park	Julie	Kain	Village Clerk/Treasurer	No
Villages of Woodsburgh	Francois	Tenenbaum	Fire Commissioner	No



1.3 Plan Organization

This Plan consists of the Base Plan, its Appendices, and the Jurisdictional Annexes. The Base Plan is comprised of the following sections:

- **Section 1 Introduction** introduces the reader to the Plan and provides context for the information included in the Plan.
- **Section 2 Planning Process** describes the planning process and records participation of stakeholders in the planning process.
- **Section 3 County Profile** analyzes the current and future demographics, geography, and climate in the County to inform the mitigation planning process.
- **Section 4 Risk Assessment** analyzes the County's and jurisdictions' risk and vulnerabilities to natural hazards.
- **Section 5 Capability Assessment** collates the County's capabilities and assesses how these capabilities can support mitigation programs or be improved to support mitigation.
- **Section 6 Mitigation Strategy** describes the County's mitigation strategy, including the Plan's goals for a mitigation program and County specific actions and provides a road map for the County of how to implement the Plan throughout the planning cycle.

The Base Plan Appendices include tools and data that supported the development of the Plan or will support the implementation of the plan. Lastly, each participating jurisdiction has a Jurisdictional Annex, which includes a jurisdiction-specific profile, capability assessment, and mitigation strategy.



2 Planning Process

The following section details the process used to update the Nassau County Hazard Mitigation Plan. Detailed documentation pertaining to this process, such as records of meeting attendance, presentations, and the outreach strategy can be found in **Appendix A**.

2.1 Stakeholder Organization and Responsibilities

For the Nassau County Hazard Mitigation Plan update, stakeholders were organized into five different groups based on their expected responsibilities and level of participation, as detailed in **Figure 2**. The participation of all groups was instrumental in supporting the update of this plan. Planning Committee members bore the greatest responsibility for providing information relative to the current conditions in their communities, reporting on mitigation progress, and developing new mitigation actions to address changing risk. More details on the responsibilities of each group and their participation in the planning process are included in the subsections below.

Figure 2: Stakeholder Organization and Composition



2.1.1 Steering Committee

The Steering Committee led the County's effort to update the hazard mitigation plan. This group made critical decisions about the structure of the planning process and plan update. The Steering Committee is comprised of the Nassau County Office of Emergency Management (OEM) Director of Recovery, Nassau County OEM Director of Planning, and Hagerty Consulting Project Team.

Expectations:

- Organize and carry out the planning process
- Collect information from the stakeholders to update the Plan
- Develop and finalize drafts of the Plan documents

2.1.2 Core Planning Group

The Core Planning Group (CPG) is made up of the Steering Committee, Nassau County departments, Long Island agencies, representatives from the County's cities and townships, neighboring counties, New York State agencies, and FEMA Region II. For the purposes of hazard mitigation planning, "participating jurisdictions" are the jurisdictions in the County seeking to adopt the final Plan that is approved by NYS DHSES and FEMA. A list of jurisdictions participating in the plan update, including the person's position and agency within the jurisdiction is available in the Introduction. Representatives from neighboring jurisdictions, specifically representatives from Suffolk County and New York City were invited by Nassau County Office of Emergency Management through phone and/or email to be members of the CPG.

Expectations:

- Provide information, consultation, and feedback to support the plan update.
- Consulted to make high level decisions about the purpose and goals of the base plan.
- Reviewed drafts and provided feedback to the Steering Committee.
- Contributed to the development of mitigation strategies at the county government level.



2.1.3 Planning Committee

The Planning Committee consists of the Core Planning Group and the County's 64 incorporated villages. As noted in the introduction, 18 municipalities withdrew their participation during the planning process. For the purposes of Nassau County's Mitigation Program and future Plan updates, these non-participating jurisdictions will continue to be considered part of the Planning Committee. The Planning Committee provided a critical understanding of the local community needs and in order to meet all of the State and federal requirements for hazard mitigation planning for each jurisdiction.

Expectations:

- Provide the Steering Committee with information for their respective jurisdictional annex, specifically NYS DHSES mitigation action worksheets.
- Participate in Plan update workshops and webinars.
- Review and provide comments on drafts of the Plan.

2.1.4 Stakeholder Group

The Stakeholder Group is comprised of special districts (e.g., school and fire), elected officials, nonprofits, businesses, coalitions, hospitals, utility companies, and educational institutions. As needed, the Steering Committee and Planning Committee may consult with individuals in the Stakeholder Group for subject matter expertise on specific topics.

Expectations:

- Maintain awareness of the plan update process
- Provide subject matter expertise
- Participate in public and stakeholder webinars
- Participate in public and stakeholder groups survey in June 2020. Results of this survey can be found in Appendix A.
- Review full draft plan during public review period in October 2020. Results of the public review can be found in Appendix A.



2.1.5 Public

Public engagement during the hazard mitigation planning process was a priority for Nassau County. All Nassau County residents, business owners, and other community groups were encouraged to participate in the planning process. Nassau County directly encouraged the public to participate via social media announcements, and also provided template language for the Planning Committee to use to promote these engagement opportunities locally. Nassau County will continue to make public participation a priority throughout the planning cycle as outlined in the Mitigation Strategy section.

Public Expectations:

- Participate in public and stakeholder groups survey in June 2020. Results of this survey can be found in Appendix A.
- Review full draft plan during public review period in October 2020. Results of the public review can be found in Appendix A.
- Participate in public and stakeholder webinars

2.2 Plan Update Process

Nassau County received a Pre-Disaster grant from FEMA to fund this update of the Nassau County Hazard Mitigation Plan. The County contracted with Hagerty Consulting to support the County in updating the Plan. Together, as the Steering Committee, the County and Hagerty Consulting worked together to lead the plan update process. There were two critical components of updating the Plan. First, the Steering Committee planned and conducted a comprehensive series of meetings and outreach to various stakeholder groups, each described in the subsequent sections of this section. The Steering Committee also reviewed and updated the content of the Plan and integrated feedback received from all stakeholder groups. The plan update spanned most of 2020 and concluded at the end of the year.

The plan update process also involved several other hazard mitigation related programs. Specifically, the plan update process was integrated with the County's participation in the National Flood Insurance Program (NFIP), FEMA's Hazard Mitigation Grant Program (HMGP), and the Community Rating System (CRS). Integration of these programs is discussed more extensively in subsequent sections.

2.2.1 Planning Meetings

The Plan Update process included a series of meetings and webinars to engage all stakeholder groups. The County originally scheduled the majority of the planning meetings to be facilitated by the Steering Committee in person. Due to the restrictions and dangers caused by the Coronavirus Disease 2019 (COVID-19) pandemic, the Steering Committee opted to conduct all planning meetings after the March 5th workshop online. **Table 3** provides an overview of the meetings conducted during the Plan update process and Appendix A includes documentation from these meetings including, agendas, presentations, handouts, notes, and attendance.



Table 3: Review of Planning Meetings

Name	Date	Description	Participation
Core Planning Group Kick-Off Meeting	February 3, 2020	The Nassau County Office of Emergency Management hosted the in-person CPG Kick-Off Meeting on February 3, 2020. The CPG was introduced to the Hagerty consultants working on the project and were presented with the overall goals of the HMP update. This meeting also included a session on mitigation strategies and goal setting for the updated plan, a description of the project approach, and an overview of the project meeting dates and next steps.	Core Planning Group
Planning Committee Pre-Workshop Webinar	February 19 and 20, 2020	The Steering Committee held an informational webinar as part of preparation for the first Planning Committee meeting on February 19 and February 20 of 2020. The webinar covered an introduction to hazard mitigation planning, the expected roles and responsibilities of members of the Planning Committee, and an overview of the Planning Committee workshop.	Planning Committee
Planning Committee Workshop	March 5, 2020	The Steering Committee held an in-person workshop for the Planning Committee on March 5, 2020. The workshop attendees reviewed hazard mitigation planning processes and project approaches, examined the previous plan, discussed changes to countywide hazards and mitigation goals, and reviewed jurisdictional annex documents and how to fill out online forms.	Planning Committee
Risk Review and Mitigation Strategy Webinar	June 11, 2020	The Steering Committee held a webinar for the Planning Committee on June 11, 2020. The webinar allowed for the review of the results of the Risk Assessment and highlighted key problem statements and areas to consider for mitigation projects. Additional ideas for potential mitigation projects and funding opportunities were presented along with guidelines and requirements for reporting on past mitigation projects and developing two mitigation action worksheets.	Planning Committee
Stakeholder Webinar	June 12, 2020	The Steering Committee held a webinar for stakeholders on June 12, 2020. This webinar introduced stakeholders to the HMP Update process and reviewed what had changed since the last plan update. The CPG also reviewed the results of the	Stakeholder Group



Name	Date	Description	Participation
		Risk Assessment with the stakeholders.	
Jurisdictional Consultation Calls	June 25, 2020 – July 16, 2020	Each participating jurisdiction was given the opportunity to schedule a one-hour phone consultation with a Hagerty consultant to review their jurisdictional annex contents, document past mitigation actions, and develop mitigation action worksheets.	Planning Committee
Planning Committee Mitigation Strategy Review Webinar	August 20, 2020	The Steering Committee held a webinar for the Planning Committee on August 20, 2020 to review the draft Mitigation Action Plan. This webinar also allowed the Planning Committee to provide feedback about the planning process and discuss how local jurisdictions would adopt the plan.	Planning Committee
Planning Committee Review Webinar	September 16, 2020	The Steering Committee held the final webinar for the Planning Committee on September 16, 2020 to review the draft Plan, discuss plan maintenance and adoption, and review any submitted comments.	Planning Committee,
Public Meeting/ Webinar	October 8, 2020	The Steering Committee held a public webinar on October 8, 2020 to present the final draft Plan and start the public comment process.	Planning Committee, Stakeholder Group, Public

2.2.2 Outreach

In order to promote participation in the planning process, Nassau County conducted extensive outreach to all stakeholder groups throughout the planning process. This section details some of the different aspects of this outreach. Appendix A includes documentation from this outreach process.

2.2.2.1 Outreach Strategy

At the beginning of the planning process, the Steering Committee developed an outreach strategy to define which stakeholders would be involved in the Plan update and how stakeholders would be invited to participate in the process. The Outreach Strategy is comprised of three goals and six tactics that supported thorough and comprehensive stakeholder engagement throughout the Plan update process.

2.2.2.2 MailChimp Email Platform

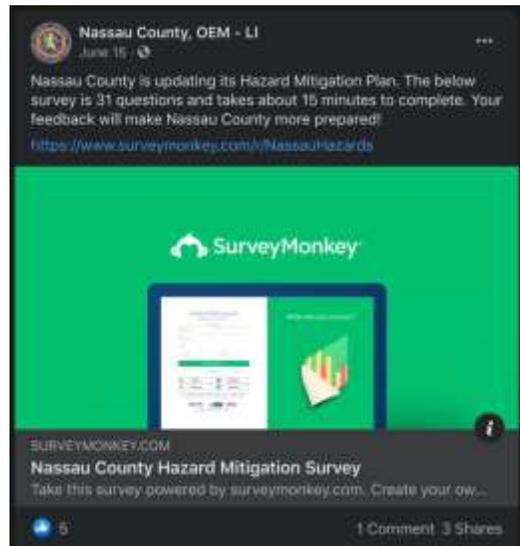
The Steering Committee utilized the MailChimp Email Platform regularly to communicate with stakeholders regarding the planning progress, to distribute meeting invitations and follow up, and to send out periodic newsletters to the Planning Committee. A total of eight newsletters were sent out to the Planning Committee throughout the planning process. These newsletters aimed to continually update the committee on planning progress and remind them of current action items.



2.2.2.3 Social Media

In addition to the aforementioned methods of inviting and engaging with all levels of stakeholders, the Steering Committee utilized social media (e.g., Facebook) as a method of outreach to stakeholders, community groups, and the public. Additionally, the Steering Committee provided social media templates to members of the Planning Committee to utilize on their own social media pages to promote participation. **Figure 3** provides an example of a post from the Nassau County OEM's Facebook account to promote participation in the June 2020 public survey.

Figure 3: Example Social Media Engagement



2.2.2.4 Public Surveys

Two surveys were developed and distributed to Nassau County residents and business owners. The first survey was live from June 12 to July 20, 2020 and received responses from 278 individuals. This survey gathered information about the public's impressions of natural hazards and how they impact Nassau County.

The second public survey was the public comment form that was live from October 1 to October 30, 2020. This form and the draft hazard mitigation plan were posted on the Nassau County OEM website¹ for the 30-day public comment period. Survey summaries can be found in Appendix A.

2.3 Data Sources

The Planning Committee utilized a variety of existing data, new data, plans, and other documents to support the update of the Plan. The Planning Committee conducted an in-depth analysis of this data, including gathering stakeholder feedback and collecting response data to validate findings. These discoveries informed various aspects of the risk assessment and were incorporated into the development and prioritization of mitigation actions. Specific applications of data sources are included within subsequent plan sections. Data sources included, but were not limited to:²

Federal Data:

- NOAA NCEI Storm Events Database
- United States Geological Survey (USGS) Data
- United States Census Data

State Data:

- HAZNY Profile

Local Data:

- Nassau County GIS data
- Jurisdictional Survey responses
- Public Survey Responses

¹ Nassau County OEM website: <https://www.nassaucountyny.gov/2813/Hazmit-Plan>

² A complete listing of the references used for this HMP Update can be found in the Bibliography.



3 County Profile

The County Profile describes the characteristics of Nassau County that are relevant for consideration when developing mitigation actions to address natural hazard risk. The information presented in this section is countywide. Specifics for each jurisdiction are available in each of the Jurisdictional Annexes.

3.1 Location

Nassau County is one of the four counties of Long Island, New York. The other three counties that make up Long Island are: Kings County, Queens County, and Suffolk County. Long Island is the longest island in the United States, extending east from New York City approximately 118 miles in length and approximately 20 miles across at its widest point. Nassau County is bounded by Queens County to the west, Suffolk County to the east, and is bordered by the Atlantic Ocean to the south and the Long Island Sound to the north.

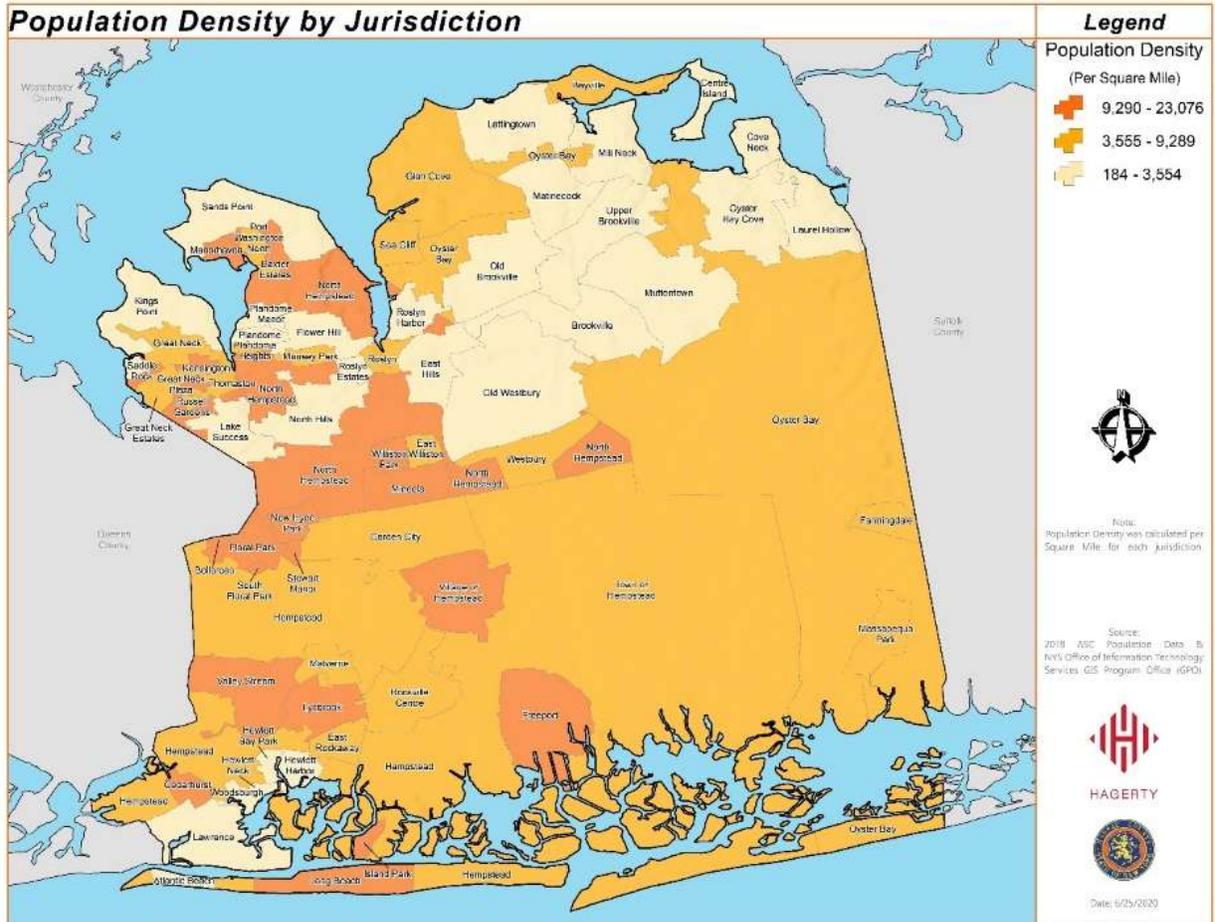
Nassau County has a total area of 453.08 square miles, including 286.69 square miles (183,680 acres) of landmass and 166.39 square miles of water. Nassau County is comprised of two cities, three towns, and sixty-four incorporated villages.



3.2 Population Density

Nassau County has a population of 1,358,343 people (United States Census Bureau 2018) and a population density of 4,738.02 people per square mile. **Figure 4** provides a visual representation of the population density of the County. According to the 2018 American Community Survey 1-Year estimate, the population of Nassau County had grown approximately 1.4% since the Decennial Census was conducted in 2010, when the population was 1,339,532 (U.S. Decennial Census).

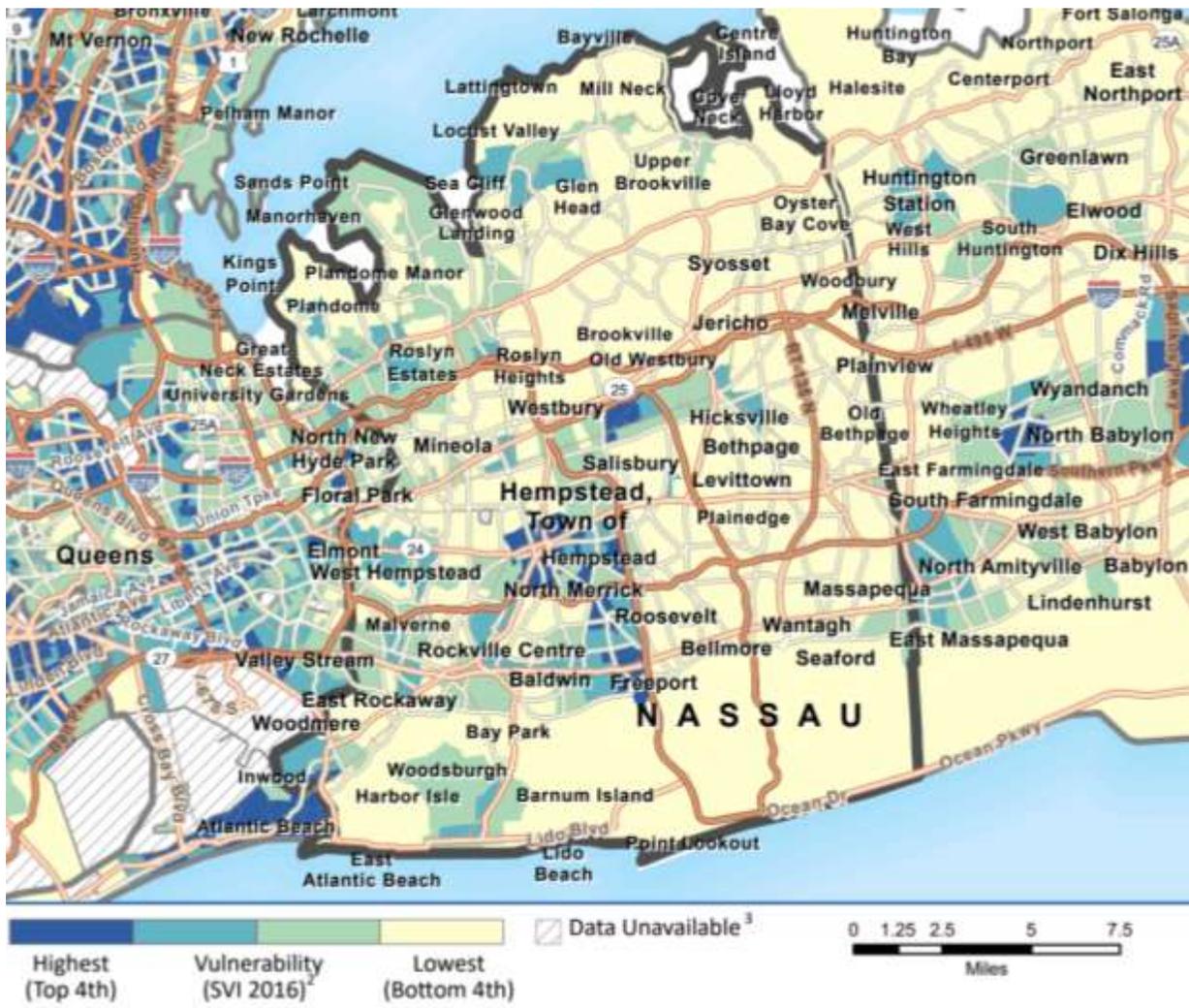
Figure 4: Population Density by Jurisdiction



3.3 Social Vulnerability

Social vulnerability provides valuable insight for the Nassau County Mitigation Program. Understanding the vulnerability of the Nassau County population allows the County to implement appropriate and effective mitigation strategies given the assets and availability of resources and considerations related to access and functional needs. **Figure 5** provides a visual representation of the areas of higher and lower social vulnerability in Nassau County. This map was developed by the Centers for Disease Control and Prevention, as part of the 2016 Social Vulnerability Index. The index considers factors like socioeconomic status, household composition/disability, race/ethnicity/language, and housing/transportation.

Figure 5: Social Vulnerability Index for Nassau County



3.3.1 Individual Assets and Availability of Resources

Individual assets and availability of resources is critical for mitigation planning and implementation, because it indicates the ability for individuals to invest in personal preparedness and mitigation practices, and also shows where the County may need to provide additional support.

- **The average median household income is approximately \$116,304** (United States Census Bureau 2018). This is higher than both the average United States' and New York's median household income, suggesting that populations in the County may be capable in investing in personal preparedness and mitigation actions.
- **An estimated 5.6% of Nassau County residents are below the federal poverty level** (United States Census Bureau 2018). Preparing for disasters can often be costly for those with few resources and illustrate that there may be an increased need.
- **Nassau County has a high level of homeownership, with only 20.2% of the total population consisting of renters.** Homeowners are less mobile and often indicate increased resilience through assets and resources.

3.3.2 Disabilities, Access, and Functional Needs

Understanding and addressing social vulnerability through hazard mitigation planning also involves accounting for individuals with disabilities or access and functional needs. Access and functional needs can refer to a wide range of scenarios, but may include individuals with disabilities, older adults, younger children, individuals that have English as their second language, and individuals with limited internet access. Mitigation actions should account for the needs of everyone and include considerations that ensure accessibility of things like communication and transportation. These populations are critical to consider and integrate into planning in order to produce a plan that serves the entire community.

- **Approximately 17.8% of the population in Nassau County is over the age of 65 and approximately 5.5% of the population is under the age of 5** (United States Census Bureau 2018). Both populations can be largely dependent on caregivers and can experience difficulties that makes them vulnerable in the event of a disaster.
- **An estimated 8.0% of the Nassau County population are individuals with a disability, compared to the 12.6% of the United States' population, and 11.5% of the New York State Population.** Disasters are inherently high-risk events for those with disabilities. Understanding the size and concentration of populations with disabilities can ensure that Nassau County is prepared to serve those populations before, during, and after a disaster.
- An estimated 29.3% of Nassau County that primarily speaks a language other than English at home (United States Census Bureau 2018). Individuals that have language barriers can be a major challenge when communicating with the community.
- **Approximately 11.1% Of the Nassau County population does not have access to a broadband internet subscription.** Lack of communication can be detrimental before, during, and after a disaster. It is imperative that Nassau County has methods in place to reach all its residents and visitors in the event of an emergency (United States Census Bureau 2018)



In order to better address the needs of individuals with access and functional needs related to a disaster, Nassau County has developed a [*Disaster Checklist For Nassau County Residents With Access And Functional Needs Preparing At Home*](#) available on the County's website to better support disaster preparedness.

3.4 Natural Environment

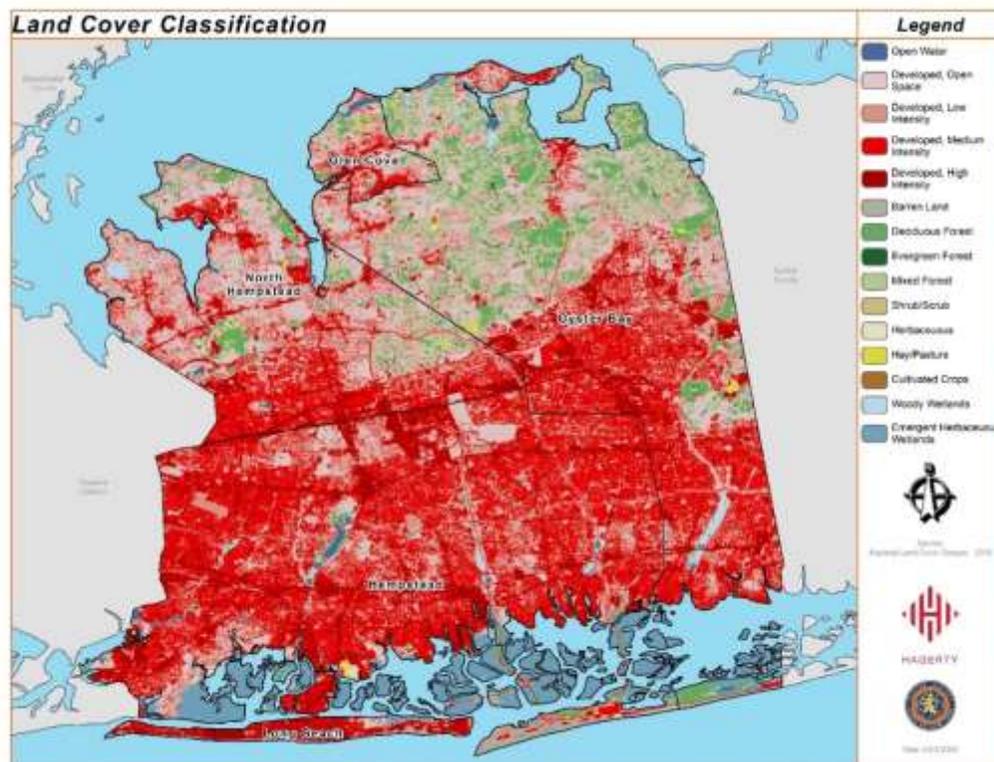
3.4.1 Climate

New York State's climate is primarily classified as 'Humid Continental,' like much of the northeastern United States. The average annual temperature is approximately 55°F in the New York City metropolitan area that Nassau County is a part of. The average precipitation totals in the Nassau County area are around 50 inches a year. Snow totals are kept below 36 inches a year in Long Island due to the warming influence of the Atlantic Ocean. The County also experiences the damaging effects of coastal storms like nor'easters and tropical cyclones (Rosenzweig, et al. 2011).

3.4.2 Land Cover

In Nassau County, medium intensity developed land covers the largest percent of land (33.62%) and developed land in totality represents 80.52% of Nassau County, as shown in **Figure 6**. The northeastern part of Nassau County encompasses the largest portion of undeveloped land, most of it being deciduous forest. A significant portion of Nassau County's southern coastline bordering the back bays is covered with herbaceous wetlands.

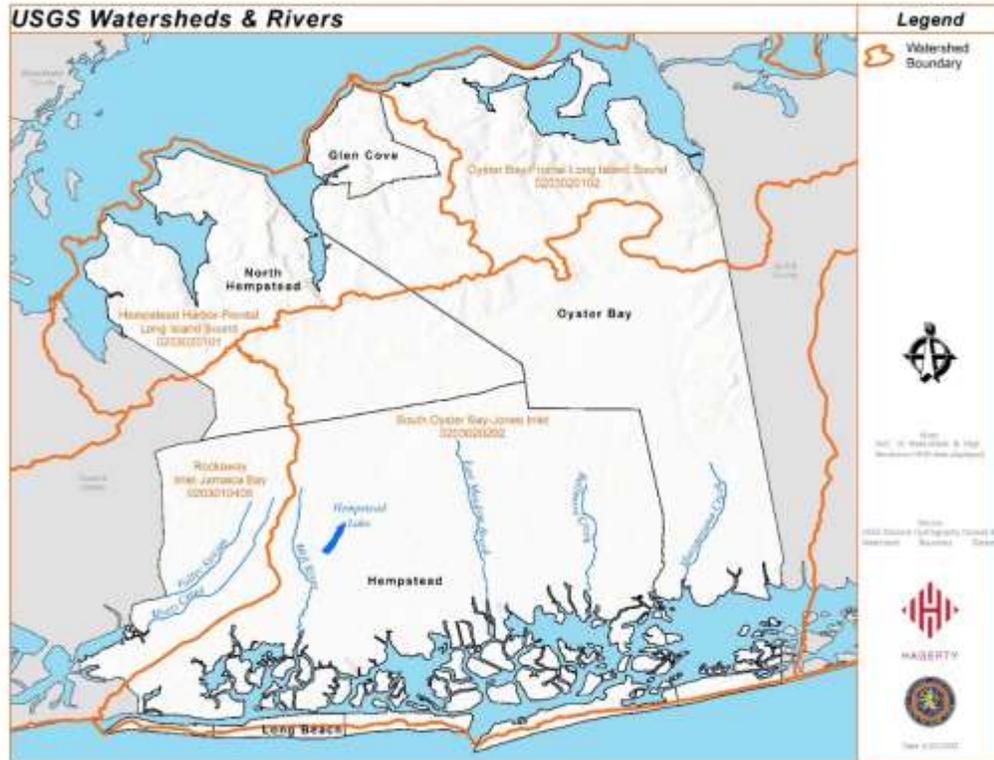
Figure 6: Nassau County Landcover Classification



3.4.3 Hydrology and Hydrography

Nassau County is a coastal county. All of Nassau County is in the Atlantic Ocean/Long Island Sound Watershed, which encompasses all of Long Island, New York City, and areas north to White Plains. (New York State Department of Environmental Conservation 2020). This watershed consists of several smaller HUC 10 watersheds, four of which can be found in Nassau County as shown in **Figure 7**.

Figure 7: Nassau County Watersheds and Rivers



3.4.4 Climate Projections

The 2014 Supplement to the New York State report on responding to climate change, ClimAID, places Nassau County in Region 4 in their division of the state. This region, compared to the baseline temperature of 54.6°F from 1971-2000, is expected to have a temperature increase between 2.0°F-2.9°F (25th to 75th Percentile) in the 2020s. The 2014 Supplement also predicts an increase in precipitation in Region 4 to be between 1 and 8% (25th to 75th Percentile). Sea level is projected to rise by four to eight inches (25th to 75th percentile). The findings of the 2014 Supplement are in line with the findings of the original report in 2011 (Horton, Bader, et al., Climate Change in New York State: Updating the 2011 ClimAID Climate Risk Information 2014).



3.5 Economy

The civilian employed population of Nassau County is estimated to be 694,792. The largest employing sectors include:

- health care and social assistance (113,444),
- educational services (86,979),
- professional, scientific, and technical services (68,257),
- retail trade (62,638), and
- finance and insurance (55,922) (ACS 1-Year, 2018).

The Long Island Regional Economic Development Council (LIREDC) supports economic development in the Long Island region. This region is inclusive of Nassau and Suffolk Counties. The top 10 employers in the region include: Broadridge Financial Solutions, Good Samaritan Hospital Medical Center, Hofstra University, Home Depot, King Kullen, Northwell Health, Prestige Employee Administrators, ProHEALTH Care, Stop & Shop Supermarkets, and Winthrop-University Hospital.

3.6 Housing

There are an estimated 473,454 housing units in Nassau County. The majority are single unit detached (76.1%); buildings with 20 or more units account for only 8.5% of the total housing units. Of the total housing stock, 69.0% were built prior to 1959 and 94.4% (447,123) are currently occupied (2018 ACS 1-Year).

3.7 Critical Facilities

Critical facilities provide essential services to communities. If these facilities are damaged from a natural disaster, their services may be interrupted. As a result, a community's safety, economy, and livelihood may be temporarily disrupted.

An overview of these facilities is outlined below.

- **Police:** Nassau County has eight police precincts and one police headquarters. There are 21 village police departments.
- **Fire:** Nassau County has 71 fire departments that are broken down into nine battalions
- **Healthcare:** Twelve hospitals, 21 dialysis centers, and 35 nursing facilities located throughout the County. There are additionally six volunteer ambulance corps that have a total of 16 ambulances.
- **Roadways:** There are 23 major roadways and two major bridges that support traffic in and around communities within Nassau County. The Long Island Expressway runs through the entire County. There are five major State thoroughfares that run through Nassau County that include six bridges on three of them.
- **Rail:** Nassau County is served by the Long Island Rail Road (LIRR) with all trains from the nine branches of the railroad passing through Nassau County.



- **Bus Transit:** network of bus lines that links 96 communities through 51 routes in Nassau County, western Queens, and eastern Suffolk Counties.
- **Utilities:** Nassau County's electric and gas utility service from PSEG-Long Island and National Grid Corporation. The Villages of Freeport and Rockville Centre own and operate their own electric systems and use either their generated power or purchased power to serve their residents.

Nassau County has a variety of critical facilities potentially vulnerable to natural hazards. The vulnerability of these facilities and mitigation actions to address the risk are outlined primarily in the Risk Assessment section, where the impact of particular hazards on critical facilities was analyzed using the FEMA Hazus analysis. Additional planning efforts may consider the compilation and consolidation of local data to have a comprehensive database for critical facilities in the County.



4 Risk Assessment

The Risk Assessment profiles the natural hazards³ that impact Nassau County most frequently and cause the greatest impacts to people, infrastructure, and property. The information presented in the Risk Assessment will inform the development of mitigation projects (or actions) that address the risks identified, as presented in the **Mitigation Strategy**. This section of the Plan is organized into two sections. First, the **Methodology, Data, and Tools** section describes the data and analysis techniques used to identify and assess risk. The rest of the Risk Assessment contains profiles for each hazard that describe its characteristics, location and extent, recent occurrences, and probability of occurrence. Each profile also estimates the impact of the hazard on the County, should it occur, and discusses the vulnerability of people, property, and the environment to the hazard.

4.1 Methodology, Data, and Tools

4.1.1 Methodology

The Risk Assessment process identifies and profiles hazards that concern the community, and then assesses the vulnerability of community assets (population, structures, critical facilities, and the economy) at risk. A Risk Assessment provides the foundation for a community's decision makers to evaluate mitigation measures that reduce the impacts of a hazard (**Mitigation Strategy** section of this Plan).

4.1.1.1 Hazard Identification

The first step of the Risk Assessment for Nassau County identified the hazards of concern. Hazards of concern are defined by the County based on State and Federal guidance and history of hazard occurrences. This update to the Nassau County Hazard Mitigation Plan identifies 11 natural hazards of concern:

- Coastal Hazards
- Drought
- Extreme Temperatures
- Flooding
- Ground Failure Hazards
- Hail
- Hurricanes and Tropical Storms
- Lightning
- Tornados
- Severe Winter Weather
- Straight-line Wind

None of the participating jurisdictions identified other natural hazards that uniquely impacted the community. Since the previous plan update, the categories of risk were modified and expanded. **Table 4** provides a justification for the identification of these 11 hazards and how they connect to the hazards identified in the 2014 plan.

³ FEMA's current regulations require an evaluation of only natural hazards; however, it is possible to include additional hazards in future updates of the Nassau County Hazard Mitigation Plan.



Table 4: Hazard Identification

Hazard	Reason for Identification	Connection to 2014 Plan
Coastal Hazards	<ul style="list-style-type: none"> Review of State Plan Planning Committee and County Department of Public Works Input Data collected as a result of DR 1899, 1957 4020, 4085 	<ul style="list-style-type: none"> Coastal Erosion Wave Action
Drought	<ul style="list-style-type: none"> Review of State Plan Planning Committee and County Department of Public Works Input 	Drought
Extreme Temperatures	<ul style="list-style-type: none"> Review of data on the NOAA National Climatic Data Center website Planning Committee and County Department of Public Works Input 	New Hazard
Flooding	<ul style="list-style-type: none"> Review of State Plan Planning Committee and County Department of Public Works Input 	New Hazard
Ground Failure Hazards	<ul style="list-style-type: none"> Review of State Plan Planning Committee and County Department of Public Works Input 	<ul style="list-style-type: none"> Earthquakes Expansive Soils Land Slides Land Subsidence
Hail	<ul style="list-style-type: none"> Review of State Plan 	New Hazard
Hurricane and Tropical Storms	<ul style="list-style-type: none"> Planning Committee and County Department of Public Works Input Data from DR-4020 and 4085 	Hurricane and Tropical Storm
Lightning	<ul style="list-style-type: none"> Review of State Plan 	New Hazard
Tornados	<ul style="list-style-type: none"> Review of State Plan Review of NOAA website Planning Committee and County Department of Public Works Input 	Tornados
Severe Winter Weather	<ul style="list-style-type: none"> Review of State Plan Review of NOAA website Planning Committee and County Department of Public Works Input 	Severe Winter Weather
Straight-line Wind	<ul style="list-style-type: none"> Review of State Plan Planning Committee and County Department of Public Works Input 	Extreme Winds



The following natural hazards are not included in this Plan based on State and Federal guidance and history of hazard occurrences that indicate these hazards are unlikely to occur or cause damage:

- Avalanches
- Geomagnetism
- Ice Jams
- Tsunamis
- Volcanoes
- Wildfires

Climate change, the change in global climate patterns over a long period of time (NASA 2020), is not explicitly profiled as a hazard in this Plan. Observable local and regional impacts of climate change, including an increase in average daily temperatures and sea-level rise, influence the location, frequency, and extent of hazards in Nassau County (Horton, Bader, et al., Climate Change in New York State: Updating the 2011 ClimAid Climate Risk Information Supplement to NYSERDA Report 11-18 2014). Each hazard profile provides a discussion of the expected potential impacts of climate change for the specified hazard. In summary, by 2050 Nassau County is expected to experience:

- An increase in average temperatures between 3.1°F and 6.6°F;
- An increase in probability of precipitation between 1% and 13%;
- An increase in sea level between 8 and 30 inches; and
- An increase in days over 90°F between 14 to 39 days.

4.1.1.2 Hazard Profile Preparation

After hazard identification, the next step in the Risk Assessment process is hazard profile preparation. This profile is designed to support evaluation of hazard risk for the jurisdictions participating in this Plan update. Each hazard profile identifies the potential variation in hazard extent and location. Furthermore, each hazard profile calculates the probability of occurrence for that hazard (see **Probability**).

The probability of occurrence is a key consideration for determining and understanding the risks associated with each hazard. In the context of the Nassau County Hazard Mitigation Plan Update, the probability is an estimate of how often a hazard event will occur and was calculated using the number of historical occurrences for a given time period. Based on this calculation, each hazard was categorized into three probability groups defined for this Plan:

- **Highly Likely:** a hazard that occurs one or more times every year
- **Likely:** a hazard that occurs at least once every five years
- **Unlikely:** a hazard that occurs less than every five years

For example, if four hazard events occurred over the course of 10 years, then it is estimated that 0.4 events occur in one year, or two events occurs every five years. This would be considered a likely event, since it occurs at least once every five years, but does not occur more than once in one year. In addition to the calculating probability based on historical occurrences, projections for future hazard events, especially due to climate change, were included in applicable hazard profiles to further contextualize apparent risk. The probabilities of each profiled hazard in the Risk Assessment are summarized in **Table 5** below.



Table 5: Summary of Hazard Probabilities

Probability Category	Hazards
Highly Likely	Coastal Hazards, Flooding, Severe Winter Weather, Straight-line Wind,
Likely	Drought, Extreme Temperatures, Hail, Hurricanes and Tropical Storms, Lightning
Unlikely	Ground Failure Hazards, Tornados

4.1.1.3 Understanding Risk

Understanding the risk posed by each hazard is the last step in the Risk Assessment process. Each hazard will have a different impact on each jurisdiction in Nassau County due to their unique geography, local development, population distribution, building stock, and existing mitigation measures. Data regarding population, demographics, general building stock, and critical facilities at risk informed the identification of the County’s vulnerabilities. This analysis informed the development of the **Mitigation Strategy**.

The results of the Hazards New York (HAZNY) analysis is one methodology for understanding risk. This proprietary analysis from the State of New York uses a variety of factors to assign a numerical value to each hazard’s risk and impact, including scope, frequency, impact, onset, and duration. The numerical values are categorized according to the following risk scale:

- 321 to 400: High Hazard
- 241 to 320: Moderately High Hazard
- 161 to 240: Moderately Low Hazard
- 44 to 160: Low Hazard

Table 6 outlines the results of the HAZNY analysis for the hazards as they relate to the Nassau County Hazard Mitigation Plan.⁴ Details from the HAZNY results specific to each hazard are provided in the **Impacts and Vulnerability** sections of each hazard profile.

⁴ Note, the HAZNY analysis analyzes 34 hazards, not all of which are considered in the Nassau County Hazard Mitigation Plan.



Table 6: HAZNY Hazard Ranking⁵

Rank	Hazard	Hazard Rank	Rank	Hazard	Hazard Rank
1	Hurricane/ Coastal Storm	High Hazard	T-10	Tornado	Moderately Low Hazard
3	Coastal Flooding/Wave Action	Moderately High Hazard	T-18	Earthquake	Moderately Low Hazard
4	Flooding /Inland	Moderately High Hazard	T-18	Extreme Temperatures	Moderately Low Hazard
6	Severe Storm	Moderately High Hazard	29	Landslide	Low Hazard
T-7	Winter Storm (Severe)	Moderately High Hazard	32	Drought	Low Hazard

4.1.2 Data and Tools

4.1.2.1 Storm Event Database

Past occurrences data for several of the hazards profiled in this Risk Assessment was obtained from the National Oceanic and Atmospheric Administration (NOAA) Storm Events Database, as maintained by the National Centers for Environmental Information (NCEI) (NCEI 2020). The database documents the occurrence of storms and other significant weather phenomena that caused loss of life or property, injuries, and disruptions to commerce. While the database has varying years of record for the different hazards, the hazards identified in this Plan have consistent data since 1996.

4.1.2.2 Disaster Declarations

Major disaster declarations are made by the President when natural hazards cause damage that is so severe that it is beyond the capacity of the local and state governments to respond.⁶ Since 2010, Nassau County has had six major disaster declarations, described in **Table 7** (FEMA, OpenFEMA Dataset: Disaster Declarations Summaries - V2 2019).

⁵ The use of "T" indicates that two or more hazard were tied for the same ranking in the analysis.

⁶ Major disaster declarations can be made by the President of the United States, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207.



Table 7: Major Disaster Declarations in Nassau County

Declaration Year	Event Title	Declaration Number
2010	Severe Storms and Flooding Associated with Tropical Depression Ida and Nor'easter	DR-1869
2010	Severe Storms and Flooding	DR-1899
2011	Severe Winter Storm and Snowstorm	DR-1957
2011	Hurricane Irene	DR-4020
2012	Hurricane Sandy	DR-4085
2020	COVID-19 Pandemic	DR-4480

In addition to the major disaster declarations outlined in **Table 7**, some jurisdictions on the eastern border of Nassau County may have been impacted by hazard events that had major disaster declarations in Suffolk County. Events where this is known to be the case include:

- Severe Winter Storm and Snowstorm (DR-4111) in 2013
- Severe Winter Storm and Snowstorm (DR-4322) in 2017

4.1.2.3 Geographic Information Systems Database

ArcGIS is a geographic information system (GIS) software from the Environmental Systems Research Institute (Esri) that was used to visualize data, perform geospatial analysis, and develop maps for this Plan.

4.1.2.4 Hazus

FEMA’s loss estimation software, Hazus-MH 4.2 (Hazus), was used to model the damages and estimate the losses associated with **Flooding**, earthquakes (**Ground Failure Hazards**), and wind (**Hurricanes and Tropical Storms**). All estimated losses from this Hazus analysis are derived from default national databases and may contain inaccuracies. Therefore, all loss and damage estimates from this analysis should be used for planning applications only. The damaged building counts generated are susceptible to rounding errors because they are based off 2010 census block data. This error, as well as additional potential errors associated with hydrologic and hydraulic modeling within Hazus, are detailed below.

Flood Analysis

The flood analysis performed was a Level 1+. The analysis used custom depth grids that provide an estimated depth of flooding at a given location within Nassau County. The depth-damage function of Hazus then generated damage estimates, directly related to flood depth, and the estimated monetary cost of those losses. Information from this analysis can be found in the **Flooding** profile.

The custom depth grids used in this analysis were derived from the FEMA 100 year and 500 year floodplains and were used in place of those created by the Hazus system. These depth grids were developed by the State of New York and the Center for International Earth Science Information



Network (CIESIN), with support from the New York State Energy Research and Development Authority (NYSERDA).

One limitation of the Hazus software is that it assumes an even distribution of population and buildings over a census block. Although flooding may occur in a small section of the area where no building or people are located, the model assumes damage to the entire census block. Potential discrepancies may exist in the extent and/or depth of the generated floodplains due to the cell size of terrain used in the analysis. In addition, the only losses calculated here are those where the custom 100 year and 500 year depth grid is present, which incorrectly assumes that flood losses are not present in other areas of the County. Despite these limitations, the results from the Hazus Level 1+ flood analysis adequately describe the impacts and vulnerabilities associated with flooding hazards. However, a full Hazus Level II analyses based on local building inventory, higher resolution terrain data, and additional digital floodplain data could be used in the future to refine and improve the accuracy of the results and losses discussed in this Plan.

Earthquake Analysis (Ground Failure)

The earthquake analysis conducted was a standard Level 1 analysis to estimate the losses associated with 250 year and 1000 year earthquake events with a magnitude of 7.0. This analysis used default hazard, inventory, and damage information. Direct economic and social losses associated with the general building stock and essential facilities were computed.

Limitations related to the assumptions of the model include that one average soil condition is assumed for the entire study region, and the effects of liquefaction and landslide hazards are not incorporated. In general, uncertainty is large with these results. As described previously, these damage and loss estimates can be imprecise and inaccurate when limited to the baseline data. This type of Level 1 analysis is suitable for comparisons and preliminary estimates to help assess potential mitigation actions in Nassau County. Information from this analysis can be found in the **Ground Failure Hazards** profile.

Wind Analysis (Hurricane and Tropical Storms)

The wind analysis performed was a standard Level 1 to calculate losses associated with a 100 year and 500 year wind event. The analysis primarily used data provided within the software (e.g., census information and broad regional patterns of foundation distributions). The results from a Level 1 analysis are general and appropriate as initial loss estimates to determine where more detailed analyses are appropriate.

The wind analysis uses the general building stock and essential facility databases provided by the model. These databases are derived from national-level data sources for building square footage, building value, population characteristics, costs of building repair, and economic data. Similar to the earthquake and flooding analyses, the use of default data sources contributes to large levels of uncertainties with these estimates.

Information from this analysis will be used to inform the **Hurricanes and Tropical Storms** profile. However, it is important to note that the Hazus model separates the flooding and wind impacts of hurricanes into two separate analyses. Therefore, while the wind analysis does capture losses associated with hurricane and tropical storms, it does not fully represent flooding impacts those



events may have on Nassau County. The various impacts of these complex storm events span multiple hazard profiles.



HAGERTY

4.2 Coastal Hazards

4.2.1 Characteristics

Coastal hazards impact Nassau County's coastline and damage buildings and infrastructure near the water. Coastal hazards include coastal erosion, strong wave action, sea level rise, rip tides, and coastal flooding.

Coastal erosion occurs when ocean waves wear down and wash away sand and rocks from the beach. The high winds and low atmospheric pressure associated with a coastal storm (e.g., tropical storms, hurricanes, and nor'easters) cause a rise in sea level, or "storm surge," as the storm approaches the shoreline. When the storm reaches land, it can cause coastal flooding, high waves, and strong currents that accelerate erosion (Miller 2019).

Ocean tides can also pose risks to coastal areas. Tides are caused by the gravitational pull of the sun and moon. A full moon has the greatest gravitational pull and will cause the most extreme high tides, which can contribute to coastal flooding and increased erosion rates. Rip tides, or undertow, are common along beaches and can transport significant amounts of sediment offshore, similarly contributing to altering shorelines (Miller 2019).

Finally, global sea level rise associated with climate change can interact with other coastal hazards, increasing the frequency and severity of their impacts. As a result, coastal communities may experience more frequent and extreme coastal flooding, storms, high tides, and erosion rates (Coasts 2019).

4.2.2 Location and Extent

Coastal hazards have the potential to impact any community along Nassau County's 188 miles of coastline (Fallon 2018). The County's southern shoreline is greatly exposed to the effects of coastal erosion, wave action, currents, and sea level rise from the Atlantic Ocean. Most of Nassau County's south shore is offered some degree of protection by its barrier islands and tidal wetlands in the back-bay areas; however, erosion and wave action historically have been problems on the south shore. Along the south shore, waves and wind often come from the southeast, resulting in a current that moves sand from east to west, typically at a rate of up to 500,000 cubic yards each year (Fallon 2018). Mid-to-long-term sea level rise projections show significant inundation of Nassau County's south shore, as shown in **Figure 8**. This specific projection assumes roughly three degree Celsius of warming over the next 100 years, if carbon emission-levels remain consistent with current levels. In this scenario, sea-level globally is expected to rise by 4 feet 9 inches, with the US levels exceeding those found globally (Climate Central 2020). **Figure 8** below depicts localized projected sea level rise levels under this "extreme" scenario.



Figure 8: Nassau County South Shore Sea Level Rise Map



Nassau County's north shore is also exposed to coastal erosion and wave action, but from the Long Island Sound. This shoreline is irregular, with sandy beaches backed by high bluffs, in addition to many inlets, bays, and harbors. The irregularity of the north shore results in a slower rate of sediment movement of approximately 100,000 cubic yards each year (Fallon 2018).

The extent of coastal hazards cannot be measured by a single scale. Rather, the factors that combine to cause coastal hazards can be measured separately. For example, coastal erosion is measured by the rate of linear retreat (feet of recession per year) or volumetric loss (cubic yards of sediment eroded per year) (FEMA, *Understanding Your Risks: Identifying Hazards and Estimating Losses* 2001). NOAA has established three coastal flood thresholds based on the amount of water rise above normal tide in a particular area: minor (more disruptive than damaging), moderate (damaging), and major (destructive). These thresholds can be used to issue a flood advisory (for minor) or warning (for moderate or major) (N. O. Services 2018). The *2019 New York State Hazard Mitigation Plan* describes what the impacts of these three coastal flooding levels would look like:

- Minor flooding is nuisance coastal flooding of locations adjacent to the shore. Minor beach erosion can occur. Minor coastal flooding is not expected to close roads or do cause any major structural damage to homes and other buildings.
- Moderate flooding is more substantial coastal flooding, threatening life and property. Some roads may become impassable due to flooding. Moderate beach erosion will occur along with damage to some homes, businesses, and other facilities.
- Major flooding is a serious threat to both life and property. Numerous roads will likely become flooded. Many homes and businesses along the coast will receive major damage.



People should review safety precautions and prepare to evacuate if necessary. Major beach erosion is also expected.

4.2.3 Recent Occurrences

Over the last 10 years, Nassau County has been impacted by several coastal storms that have caused significant erosion, flooding, and degradation along its coastlines. A summary of major recent coastal storms is detailed in **Table 19** in the **Hurricanes and Tropical Storms** section.

According to the NOAA Storm Events Database, strong rip currents in southern Nassau County led to four fatalities between 2015 – 2018 (NCEI 2020). Also, between 2010 and 2020, coastal communities in Nassau County reported two incidents of storm surge. One of the incidents occurred during Hurricane Sandy. Maximum water levels were well above the National Weather Service threshold for major coastal flooding, resulting in widespread flooding along Nassau County's north and south coastlines.

In addition, there have been reports of significant storm surge associated with the following historic hurricanes and tropical storms:

- The New England Hurricane (also known as the Long Island Express) hit Long Island on September 21, 1938 as a Category 3 (winds 111-130 mph) and devastated the coast of Long Island with storm surges of 10 to 12 feet.
- Hurricane Donna of 1960 started as a Category 4 and hit Nassau County as a Category 3 (winds 111-130 mph). Maximum tides in Nassau County were below 8.6 feet. High tides and roadway flooding were widespread.

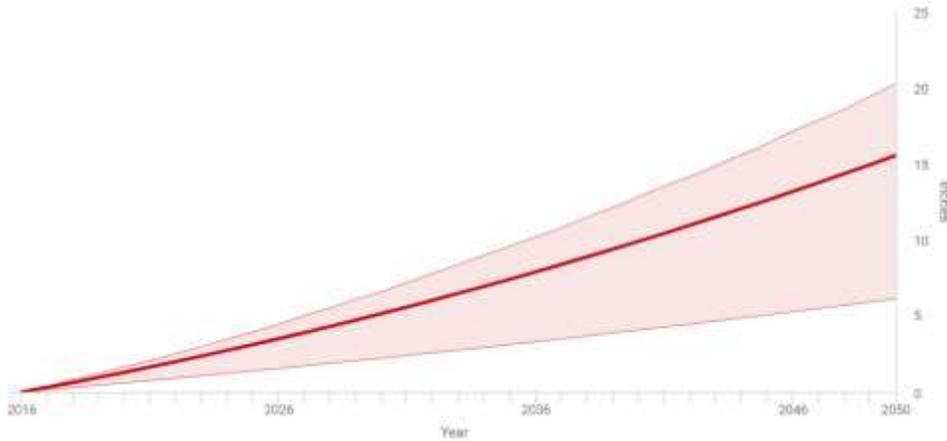
Measurements from a tide gauge in Battery, New York show that sea levels in the area have risen by nearly nine inches since 1950. The rate of sea level rise has accelerated in recent years, with sea levels now rising by one inch in just seven-to-eight years (SeaLevelRise.org 2016).

4.2.4 Probability

The probability of occurrence for coastal hazards in Nassau County is **highly likely**, with more than one event expected on average each year based on historic occurrences of coastal floods, storm surge, and tidal events. As **Figure 9** shows, the sea level rise forecast for Village of Kings Point is nearly a 15-inch increase between 2016 and 2050 (SeaLevelRise.org 2016). This increase in sea level will increase the probability of coastal hazards negatively impacting Nassau County's coastal areas. Coastal flooding will become more frequent, storm surges will bring water farther inland, and coastal erosion will occur at a higher rate.



Figure 9: Sea Level Rise Forecast for Village of Kings Point, Nassau County, New York



4.2.5 Impacts and Vulnerability

According to the HAZNY risk assessment, coastal hazards, including coastal flooding and wave action, are ranked a moderately high hazard in Nassau County. Additional details about the result of that assessment are summarized in the table below.

Coastal Flooding/Wave Action	
Rank	Moderately High Hazard
Potential Impact	Throughout a Large Region
Cascade Effects	Yes, Highly Likely
Frequency	A Frequent Event
Onset	Several Days Warning
Hazard Duration	Two to Three Days
Recovery Time	One to Two Days
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Likely, but Not in Large Numbers • Severe Damage to Private Property • Severe Damage to Public Facilities

Surrounded by two major water bodies to the north and south, Nassau County is particularly vulnerable to coastal hazards that can threaten the life and safety of people, damage property and the natural environment, and cause significant disruptions to economies. Southern Nassau County consists of densely developed beach and waterfront communities (e.g., City of Long Beach, Village of Atlantic Beach, Village of Island Park) that are vulnerable to coastal flooding caused by storm surge and high-tides, as well as sea level rise. Storm surge can have particularly devastating effects in this area of Nassau County, especially for communities located along the back bays that lie between the barrier islands and mainland. When storm surge from the Atlantic Ocean enters the back bays through the Village of East Rockaway, Jones, and Fire Island Inlets, water can inundate these highly developed and low-lying areas. Back bay flooding also occurs when high winds move over the back bays and cause water to “pile up”.



The northern communities of Nassau County are also susceptible to coastal flooding from storm surge and high-tides, though to a lesser degree compared to the southern part of the County. Coastal erosion causes significant impacts to the landscape of northern Nassau County, though. Many homes and businesses located along the coastline are threatened by erosion and may need to consider relocation and other mitigation measures in the future.

Coastal storms, including tropical cyclones and nor'easters, can have devastating impacts on the natural environment. For example, Hurricane Sandy catalyzed coastal dune loss and erosion in parts of Long Island that historically would have taken approximately 30 years to occur according to the United States Geological Survey (USGS) estimates (Connors 2012). This and other increasingly common and intense coastal hazards will have cascading impacts on the County's economy, infrastructure, and residents (NOAA 2020, Coasts 2019).

Efforts by local, state, and federal entities are underway to reduce the impacts of coastal hazards in Nassau County. In April 2019, the United States Army Corps of Engineers (USACE) announced that the official completion of a multi-year project designed to reduce risk to coastal storms in the City of Long Beach (Miller 2019). The federally-funded project involved constructing and rehabilitating groins, installing nearly 300,000 tons of rock, widening the beach, and reinforcing sand dunes with over 3 million cubic yards of sand (Miller 2019). The USACE is also currently conducting the Nassau County Back Bays coastal storm risk management study, in coordination with Nassau County and the New York State Department of Environmental Conservation. Hurricane Sandy's devastating storm surge inundation in Nassau County, as well as other parts of New York and New Jersey, was the impetus behind this risk management study. This study is currently examining the feasibility of different measures to mitigate the future impacts of storm surge on back bay communities. Some of the measures being examined include flood walls, bulkheads, storm surge barriers, non-structural measures, and natural and nature-based features (US Army Corps of Engineers n.d.).

The coastal regions of Nassau County are also expected to be adversely impacted by climate change. Climate change is expected to exacerbate the impacts of coastal hazards by increasing the frequency and intensity of coastal storms and raising the strength and intensity of wave action. Individual storms, strengthened by elevated sea levels and sustained by increasingly warm water temperature, will have devastating impacts.

One secondary impact of coastal hazards is saltwater intrusion, a process by which saline water moves into freshwater aquifers, contaminating drinking water. In general, saltwater intrusion can occur when too much fresh groundwater is pumped out of an aquifer, allowing the saltwater to migrate landward. Coastal hazards like sea level rise can increase the likelihood of saltwater intrusion happening. If the level of the sea is higher than the fresh groundwater level, the higher gradient water will flow towards the lower fresh groundwater. Storm surges may also push salt water inland and over the marshes on the south shore (e.g., Long Beach) and north shore (e.g., Port Washington, Kings Point, etc.) of Nassau County, contaminating drinking water wells. Continued monitoring of wells for contamination and digging deeper wells will help mitigate the future impacts of saltwater intrusion.



4.3 Drought

4.3.1 Characteristics

Droughts are typically defined as prolonged periods of dryness caused by consistently dry weather and result in deficiencies in water supply. In New York State, periods of drought are determined by comparing current precipitation levels to expected trends. Precipitation levels are calculated by monitoring precipitation depth, stream flows, and water levels in aquifers, lakes, and other water bodies (Management n.d.). There are four different kinds of droughts that communities can experience: (Planning 2019)

- **Meteorological drought** occurs when an area experiences less precipitation than expected over a certain time period, unprecedented dry conditions. The length of this period depends on the region. For example, areas characterized by year-round precipitation may identify meteorological droughts based on the number of days with precipitation below a certain threshold.
- **Hydrological drought** is the product of reduced precipitation and is characterized by changes in surface and subsurface water levels. The impacts of this type of drought can last for years beyond the initial onset of the drought. Potential impacts of this type of drought include reduced stream flow rates, decreased snowpack, and depleted aquifers.
- **Agricultural drought** is characterized by soil moisture deficits, lack of precipitation, and depleted water resources needed for irrigation, including groundwater aquifers and reservoirs. This type of drought is defined by its impact on agriculture; including crops, livestock, and forestry.
- **Socioeconomic Drought** is characterized by when the supply of goods is unable to meet the demand due to a meteorological, hydrological, or agricultural drought. An example of this type of drought is if a hydroelectric dam is unable to meet the demand of power from a community due to a drought that decreased the flow rate of its associated water source.

In New York, the Department of Environmental Conservation (DEC) monitors droughts. Management of droughts is outlined by the *New York State Comprehensive Emergency Management Plan* and its associated *Drought Management Coordination Annex*. The DEC has 13 drought regions that are roughly delineated by the state's watersheds; Nassau County is in Drought Region I. These drought regions help the DEC monitor precipitation in relation to the water levels of lakes, reservoirs, streams, and groundwater to actively assess the drought. To further drought monitoring, the USGS operates a groundwater-monitoring network on Long Island that includes Nassau County. Because groundwater is a primary source of water for Long Island's three million people, this monitoring network is critical for assessing short and long-term changes within Long Island's aquifer system (N. Y. Center 2018).

4.3.2 Location and Extent

Droughts can occur in any part of Nassau County. When droughts occur, they can impact regions and even multiple states simultaneously. The NYS DEC regularly publishes a drought monitoring report to show areas that are under a drought watch, warning, or emergency, according to the State Drought Index. The State Drought Index compares four parameters to "normal" or historic values to evaluate drought conditions: stream flows, precipitation, lake and reservoir storage



levels, and groundwater levels (N. Y. Center 2018). This index helps to assess the impact of drought on human welfare and the regional economy.

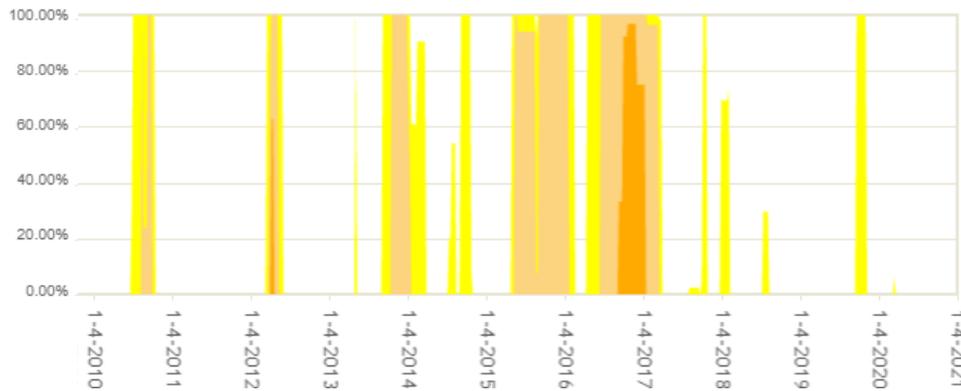
4.3.3 Recent Occurrences

Nassau County has experienced several periods of drought between 2010 and 2020, as shown in **Figure 10** (T. N. Center 2020). This graphic is was generated by the U.S. Drought Monitor and shows the percent area of Nassau County experiencing different categories of drought severity (D0 – D4) over time. The drought severity index is outlined in **Table 8**. From mid-2001 to late 2002, Nassau County went through a period of severe to extreme drought. Beginning in early 2015, Nassau County was in a period of moderate drought that lasted nearly continuously through early 2017, including a period of severe drought.

Table 8: Drought Severity Index

Category	Description
D0	Abnormally Dry
D1	Moderate Drought
D2	Severe Drought
D3	Extreme Drought
D4	Exceptional Drought

Figure 10: U.S. Drought Monitor for Nassau County, 2000 - 2020



4.3.4 Probability

Using historical occurrence rates as a baseline, the probability of occurrence for drought in Nassau County is **likely**, meaning droughts are expected to occur on average at least once every five years. However, in the future, droughts will likely increase in frequency, severity, and length due to climate change. Increasing temperatures and more variable periods of precipitation will result in longer and more severe periods of drought. The average annual temperature in Nassau County has increased steadily since 1895, as shown in **Figure 11**, while annual precipitation has stayed relatively flat, by comparison (**Figure 12**).



Figure 11: Average Annual Temperature in Nassau County, 1895 to 2020 (Climate at a Glance 2020)

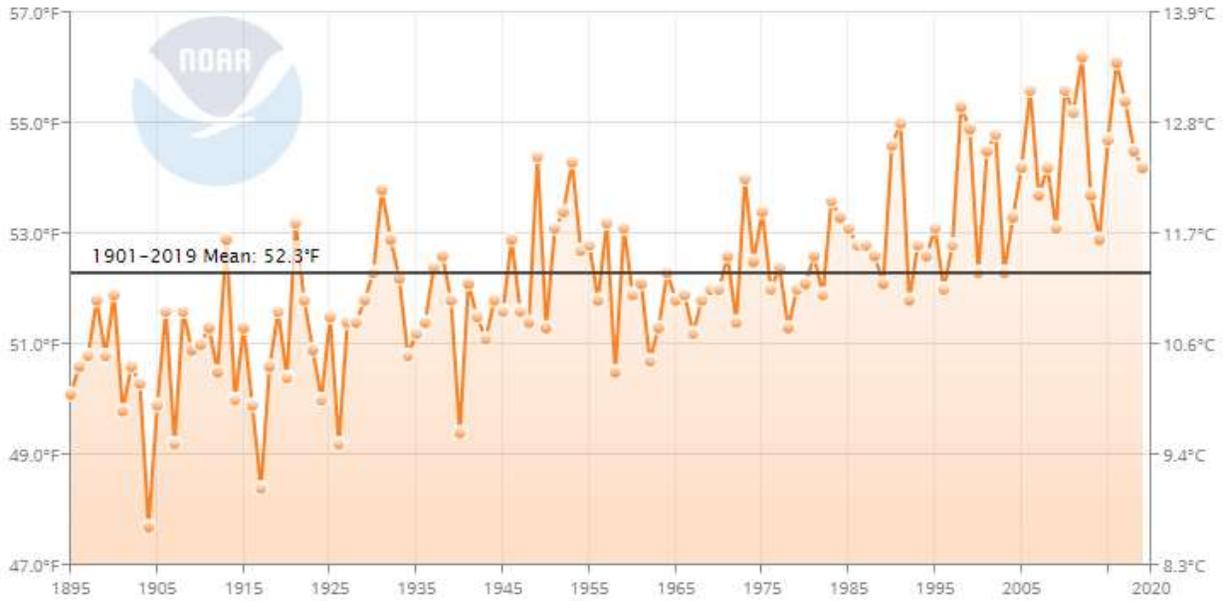
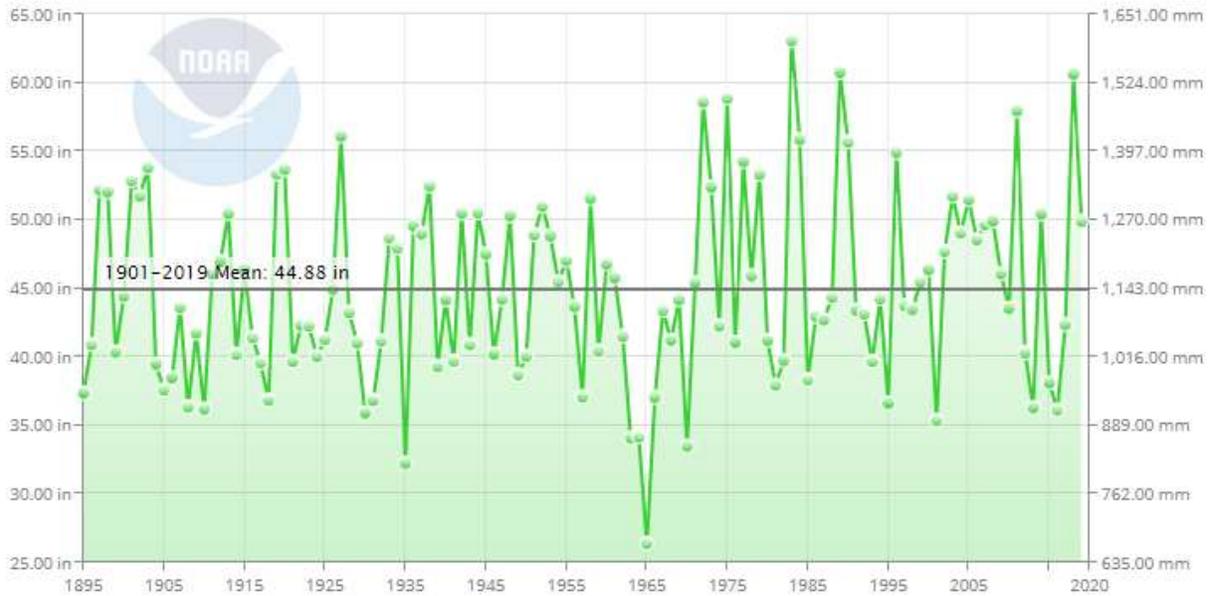


Figure 12. Average Annual Precipitation in Nassau County, 1895 to 2020 (Climate at a Glance 2020)



4.3.5 Impacts and Vulnerability

According to the HAZNY risk assessment, drought is ranked a low hazard in Nassau County. Additional details about the result of that assessment are summarized in the table below.

Drought	
Rank	Low
Potential Impact	Throughout a Large Region
Cascade Effects	Yes, Some Potential
Frequency	A Rare Event
Onset	A Week or More
Hazard Duration	More than One Week
Recovery Time	One to Two Days
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Unlikely • Little or No Damage to Private Property • Little or No Damage to Public Facilities

The National Drought Mitigation Center (NDMC) records drought impacts around the United States. NDMC defines an impact as “an observable loss or change that occurred at a specific place and time because of drought.” These impacts can include agriculture; energy; plants and wildlife; society and public health; water supply and quality; business and industry; fire, relief, response, and restrictions; and tourism and recreation (Drought Impact Reporter 2020).

Figure 13: Drought Impacts Recorded from April 2010 to April 2020

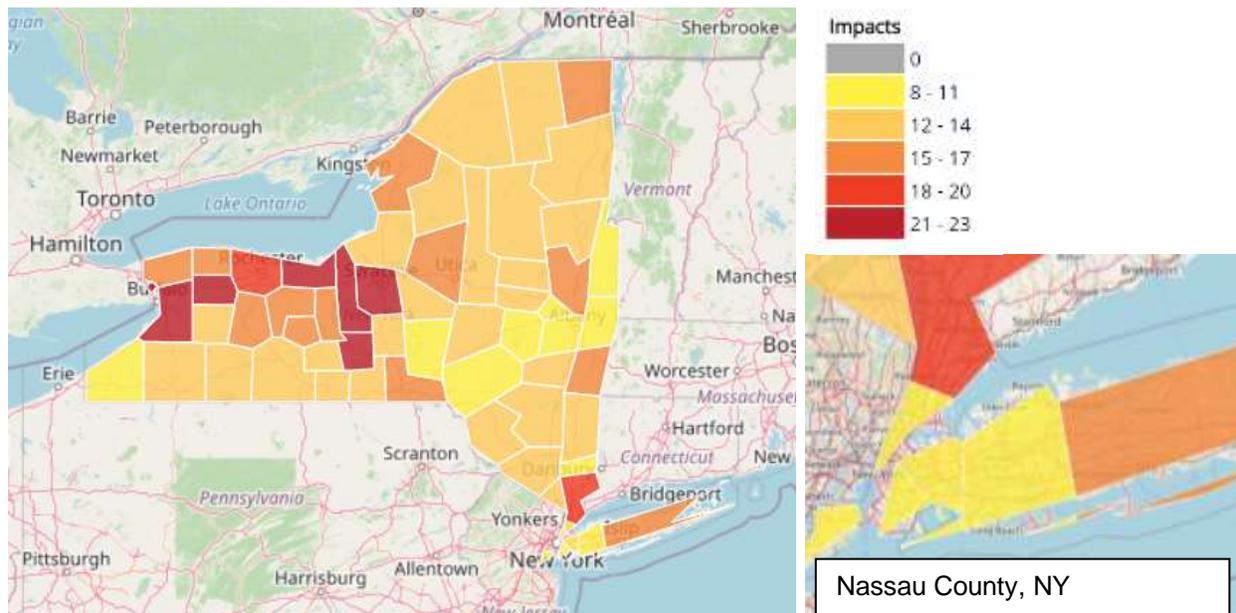


Figure 13 summarizes drought impacts in New York State from April 2010 to April 2020, according to the National Drought Mitigation Center. Nassau County has had ten recorded drought impacts during this period, many of these impacts being part of state-wide drought



watches and warnings. Some localized impacts included observations of shallow wells going dry in 2016, and shallow water in marshes affecting duck and goose hunting in the winter of 2016.

In Nassau County, droughts can negatively affect recreational resources, wildlife, and municipal water supplies, directly and indirectly impacting the local and regional economy. In general, Nassau County has a relatively low vulnerability to droughts for the following reasons:

- Crop failure is one of the main repercussions of drought. According to the 2014, Hazard Mitigation Plan, Nassau County had a very negligible 0.75 square miles of crop land usage; as of 2017, Nassau County no longer reports crop land usage, according to the 2017 Census of Agriculture, New York State and County Data report (Agriculture 2019). Therefore, drought impacts on agriculture would not directly affect Nassau County's economy.
- Water supply shortages are another effect of drought and Nassau County gets most of its water from underground aquifers that are resistant to the impacts of short-term droughts, which is the most likely type of drought to occur in Nassau County. This makes the expected likelihood of future losses associated with reductions in water supply low.
- An additional concern related to droughts is the impact they have on wildfire creation. Wildfires are not likely to occur in Nassau County; however small bushfires are possible. Even so, the expected likelihood of future losses during a drought as a result of bushfires is low across the county.

As the population and development of Nassau County expands in the future, continued monitoring of the aquifer withdrawal/recharge will be necessary during drought periods to ensure continuous supply of water the residents.



4.4 Extreme Temperatures

4.4.1 Characteristics

Extreme heat occurs when abnormally high temperatures combine with high humidity, which often happens during the summer months in Nassau County. According to the *New York State Hazard Mitigation Plan*, extreme heat is defined as an event in which the heat index reaches 105°F for at least three hours on two consecutive days and night time air temperatures do not drop below 75°F (N. Y. Services, Heat Wave 2019).

Extreme cold occurs when temperatures fall far below average and combine with high winds, which often happens during the autumn and winter months in Nassau County (Prevention 2012). The NOAA Storm Events Database defines extreme cold/wind chill as a period of extremely low temperatures that exceed locally defined warning criteria, often a temperature of -35°F or colder (NCEI 2020). While wind chill temperatures of -35°F have not been recorded in Nassau County, according to this database, the County has experienced damaging wind chills of -10 to -20°F that are hazardous to human and animal health.

4.4.2 Location and Extent

Given the nature of the hazard, all jurisdictions in Nassau County are equally likely to experience extreme temperatures. Nassau County's location places it in the path of global weather patterns that often contribute to extremely hot or cold temperatures.

NOAA uses a Heat Index (**Figure 14**) to quantify how hot it feels when relative humidity is factored in with actual air temperature (NOAA, Heat Index 2020). The wind chill index (**Figure 15**) quantifies the cooling effect that wind has when combined with outside air temperature. Wind chill temperature represents how cold people and animals feel based on the rate of heat lost from exposed skin.



Figure 14: National Weather Service Heat Index

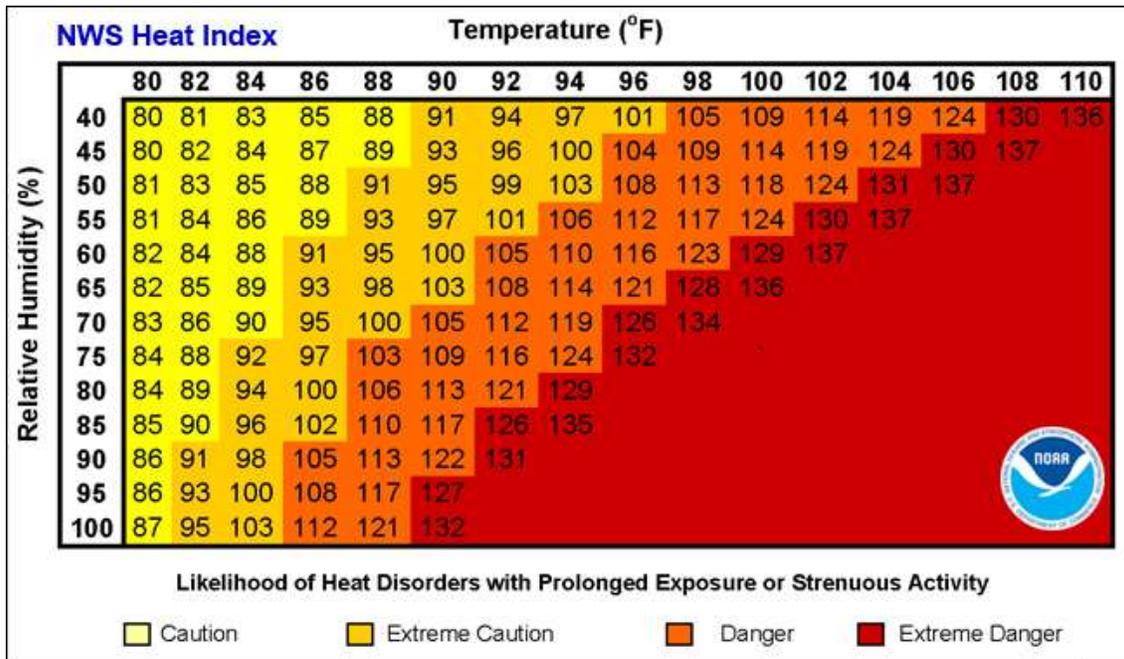
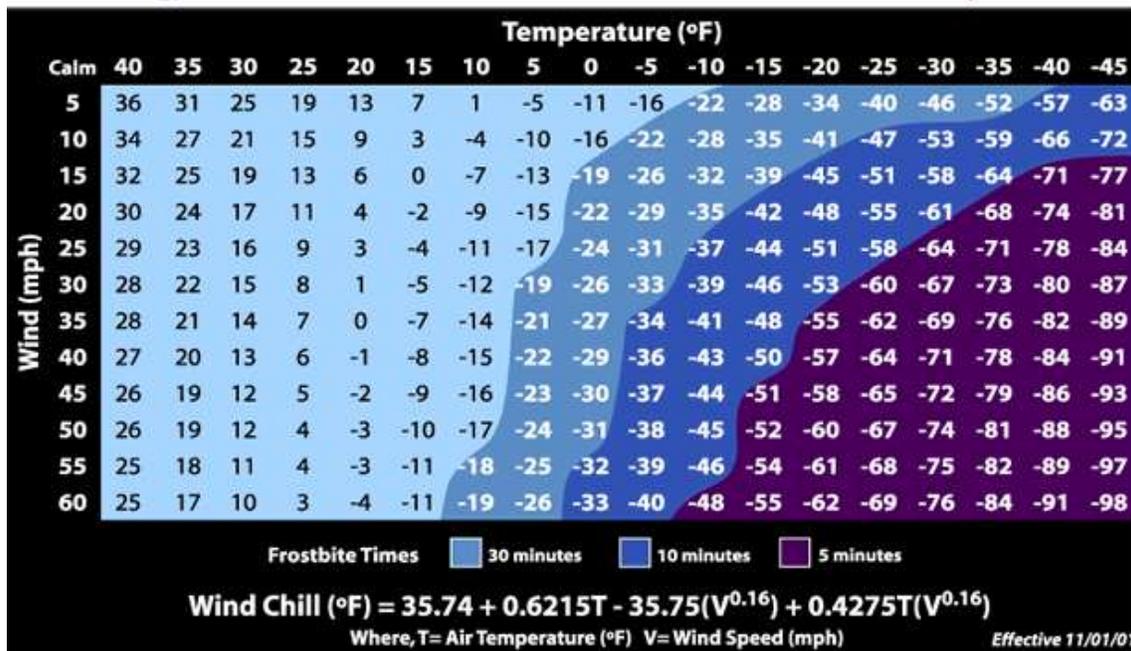


Figure 15: National Weather Service Windchill Chart



4.4.3 Recent Occurrences

According to the NOAA Storm Events Database, there were five reported days of extreme heat in Nassau County in the last 10 years (**Table 9**). There were no reports of extreme cold and wind chill events for Nassau County in the NOAA Storm Events Database.



Table 9: Extreme Temperature Events, 2010 - 2019

Date	Event Narrative
7/22/2011	Excessive heat between 95 and 105 degrees, along with heat indices more than 105 degrees occurred for a couple of days. The heat index was as high as 112 degrees at noon at Farmingdale Airport (KFRG) on July 22nd.
7/19/2013	The combination of high heat and humidity resulted in a heat index of 107 degrees at Farmingdale Airport during the afternoon hours.
8/20/2013	A 7-month-old boy died of heat exposure. He was left in a car. The outside air temperature was 85 degrees at the time at Farmingdale airport, but the car temperature was around 119 degrees.
8/12/2016	The combination of hot temperatures in the 90s, and high humidity resulted in a heat index up to 106 degrees at Republic Airport.
8/13/2016	The combination of hot temperatures in the 90s, and high humidity resulted in a heat index up to 109 degrees at Farmingdale Airport.

4.4.4 Probability

Using historical occurrence rates as a baseline, the probability of occurrence for extreme temperatures in Nassau County is **likely**, meaning extreme temperatures are expected to occur on average at least once every five years. Increased development combined with the effects of climate change may increase probability of extreme heat to highly likely, occurring at least once annually. The probability of extreme cold will remain unlikely, occurring less than once every five years.

As more development occurs, urban areas like Nassau County will grow hotter due to the “urban heat island effect.” This effect occurs because hard surfaces and pavement reflect less light and absorb more heat from the sun, warming up the surrounding area (EPA and CDC 2016). According to the New York State Department of Health “Heat and Health Profile Report” for Nassau County, temperatures during summer months (June-August) are projected to increase over the next century (Health 2019). Overall, average temperatures in Nassau County have steadily increased since 1895 (Climate at a Glance 2020). Summer temperature anomalies (a departure from a long-term average) have also been positive the last 10 years, meaning the observed temperatures were warmer than average (Health 2019).



4.4.5 Impacts and Vulnerability

According to the HAZNY risk assessment, extreme temperatures are ranked as a moderately low hazard. Additional details about the result of that assessment are summarized in the table below.

Extreme Temperatures	
Rank	Moderately Low
Potential Impact	Throughout a Large Region
Cascade Effects	Yes, Some Potential
Frequency	An Infrequent Event
Onset	Several Days Warning
Hazard Duration	Four Days to a Week
Recovery Time	Three Days to One Week
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Likely, but Not in Large Numbers • Little or No Damage to Private Property • Moderate Damage to Public Facilities

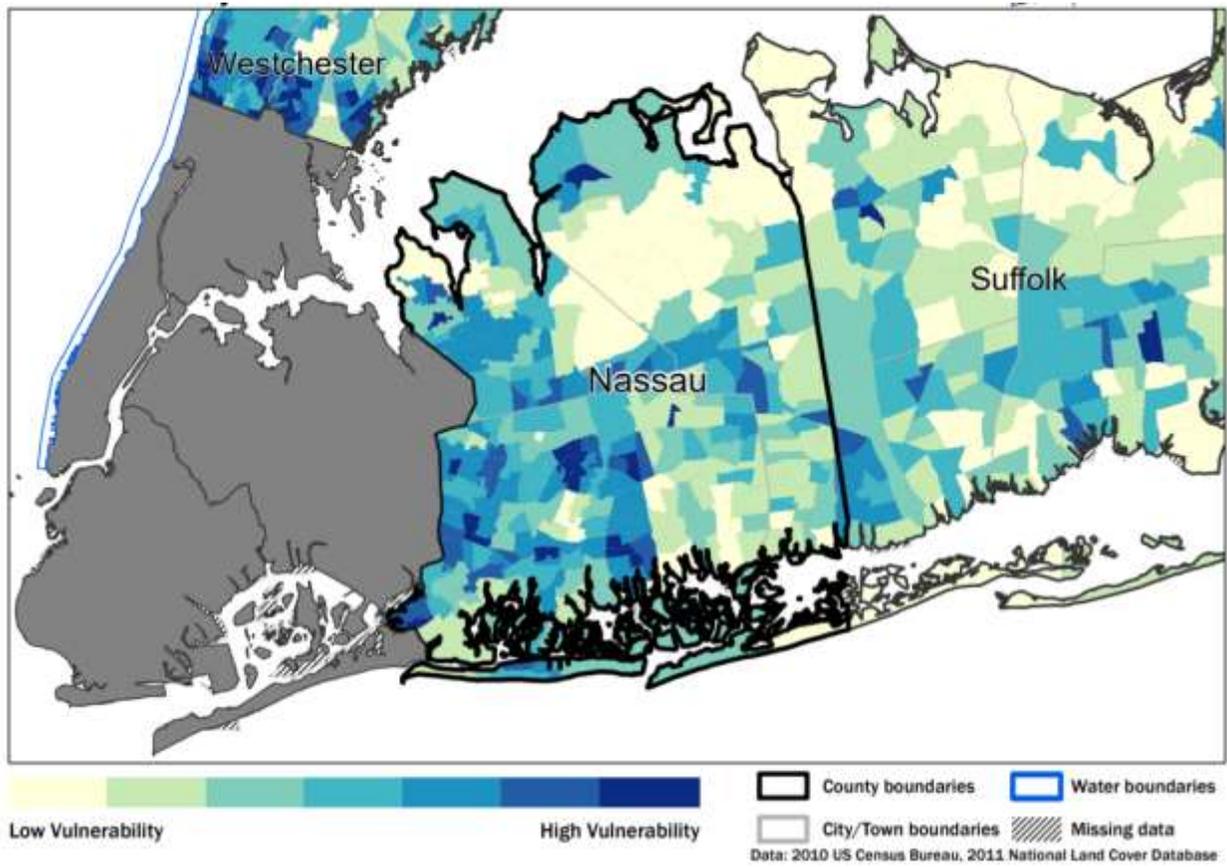
Extreme heat might be exacerbating health outcomes including heart disease, mental illness, and sunburn. In certain cases, exposure to heat has led to death. Individuals at risk of developing health outcomes due to extreme heat include older adults, young children, and people with mental illness and chronic diseases (Prevention 2012). In Nassau County, 316,163 people are under the age of five (5.5% of the population) or older than 65 years (17.8%) (U.S. Census Bureau 2019).

NYS Department of Health (DOH) developed a Heat Vulnerability Index (HVI) that combines several indicators (e.g., underlying health conditions, socio-demographics, environment) to identify areas with populations that may be more vulnerable to the effects of heat. In Nassau County, areas with higher vulnerability tend to be in the western parts of the County (**Figure 16**). To help cool down urban areas, communities should consider greenery and vegetation. Shaded areas help diminish the impact of extreme heat (EPA and CDC 2016).

Extreme cold temperatures can lead to numerous health concerns including frostbite, hyperthermia, and other life-threatening health outcomes are possible (Prevention 2012). Cold temperatures can also cause property damage, including freezing pipes that may burst and cause water damage inside homes and businesses.



Figure 16: Heat Vulnerability Index, Nassau County



4.5 Flooding

4.5.1 Characteristics

Flooding occurs when land that is typically dry is inundated with water (Definitions n.d., CDC 2017). Different types of flooding are categorized by the cause and location of the flooding. Nassau County experiences riverine flooding, flash flooding, and coastal flooding. Riverine flooding occurs when excess runoff from a precipitation event or snowmelt causes water levels to rise in rivers or streams (USGS, What are the two types of floods? n.d.). Flash flooding most commonly occurs when runoff from an extreme rainfall event causes the rapid increase in water levels in a dry riverbed or stream (USGS, What are the two types of floods? n.d., NOAA, Flash Flooding Definition n.d.). Coastal flooding occurs when coastal processes (e.g., waves, tides, storm surge) cause flooding of coastal land (CDC 2017). In Nassau County, coastal flooding caused by hurricanes, tropical storms, and nor'easters cause the most significant damage, and flash flooding occurs most frequently with smaller and more localized impacts.

4.5.2 Location and Extent

Floodplains, or any area that can be inundated by floodwater, are used to indicate flood hazard locations and extents (Definitions n.d.). FEMA classifies floodplains by the annual percent chance of inundation to indicate the likely location and extent of flooding. These floodplains include the one percent annual chance floodplain (also known as the 100 year floodplain) and the 0.2% annual chance floodplain (or 500 year floodplain) FEMA develops Flood Insurance Rate Maps (FIRMs) to show the location of these floodplains. FIRMs display different areas of flood risk that correlate to flood insurance premiums (**Figure 17**). **Table 10** lists the jurisdictions in Nassau County that are in the 100 and 500 year floodplains. While flooding can occur in areas outside of the 1% and 0.2% floodplains, these hazard areas serve as the baseline for understanding flood risk in the County.

Flooding extent is defined by the impact of the flooding event on the community. In this way, flood events can be classified into minor, moderate, and major flooding, where:

- Minor flooding is when there is minimal or no public or private property damage, mild soil erosion, but possibly some public threat or inconvenience;
- Moderate flooding is when there is some inundation of structures and roads and some evacuation of people and property is necessary; and
- Major flooding is when there is extensive inundation of structures and roads, causing life threatening conditions requiring significant evacuation of people and property (NCEI 2020, NOAA, High Level Water Terminology n.d.).

This classification can be used to compare the impacts between flood events on a community but does not represent the height of flood waters during the event (flood stage).



Figure 17: FEMA 100 and 500 Year Floodplains in Nassau County

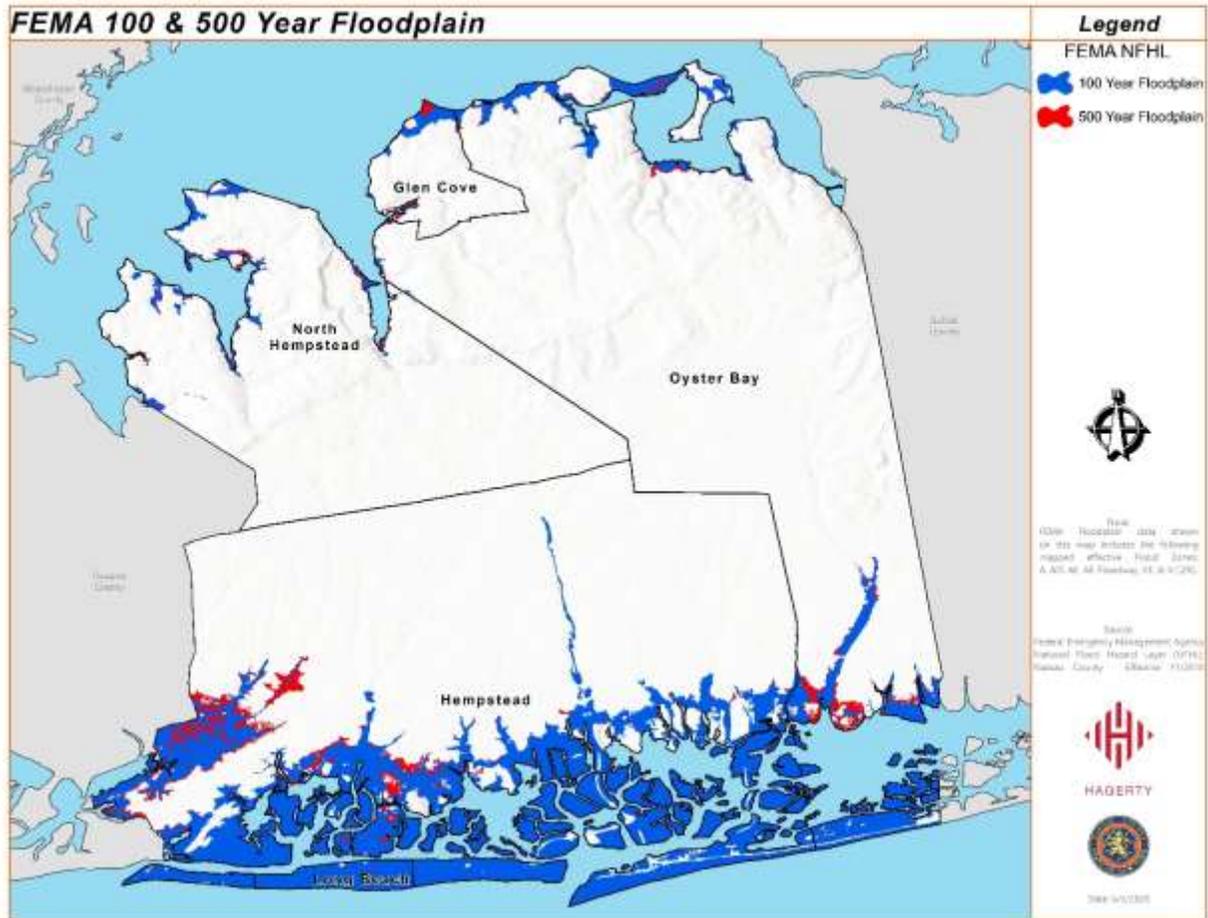


Table 10: Jurisdictions in the 100 and 500 Year Floodplains

Jurisdiction	100 Year	500 Year	Jurisdiction	100 Year	500 Year
Atlantic Beach, Village of	X	X	Manorhaven, Village of	X	X
Baxter Estates, Village of	X	X	Massapequa Park, Village of	X	X
Bayville, Village of	X	X	Matinecock, Village of		
Bellerose, Village of			Mill Neck, Village of	X	X
Brookville, Village of			Mineola, Village of		
Cedarhurst, Village of	X	X	Munsey Park, Village of		
Centre Island, Village of	X	X	Muttontown, Village of		
Cove Neck, Village of	X	X	New Hyde Park, Village of		
East Hills, Village of			North Hempstead, Town of	X	X
East Rockaway, Village of	X	X	North Hills, Village of		
East Williston, Village of			Old Brookville, Village of		
Farmingdale, Village of			Old Westbury, Village of		
Floral Park, Village of			Oyster Bay Cove, Village of	X	X
Flower Hill, Village of	X		Oyster Bay, Town of	X	X
Freeport, Village of	X	X	Plandome Heights, Village of	X	X
Garden City, Village of			Plandome Manor, Village of	X	X
Glen Cove, City of	X	X	Plandome, Village of	X	X
Great Neck Estates, Village of	X	X	Port Washington North, Village of	X	X
Great Neck Plaza, Village of	X	X	Rockville Centre, Village of	X	X
Great Neck, Village of	X	X	Roslyn Estates, Village of	X	X
Hempstead, Town of	X	X	Roslyn Harbor, Village of		
Hempstead, Village of			Roslyn, Village of	X	X
Hewlett Bay Park, Village of	X	X	Russell Gardens, Village of	X	X
Hewlett Harbor, Village of	X	X	Saddle Rock, Village of	X	X
Hewlett Neck, Village of	X	X	Sands Point, Village of	X	X
Island Park, Village of	X	X	Sea Cliff, Village of	X	X
Kensington, Village of	X	X	South Floral Park, Village of		
Kings Point, Village of	X	X	Stewart Manor, Village of		
Lake Success, Village of			Thomaston, Village of	X	X
Lattingtown, Village of	X	X	Upper Brookville, Village of		
Laurel Hollow, Village of	X	X	Valley Stream, Village of	X	X
Lawrence, Village of	X	X	Westbury, Village of		
Long Beach, City of	X	X	Williston Park, Village of		
Lynbrook, Village of	X	X	Woodsburgh, Village of	X	X
Malverne, Village of	X	X			



4.5.3 Recent Occurrences

In the last ten years, there have been 73 total flooding events reported in the County. This includes 21 flash flooding events and 45 coastal flooding events. Information regarding specific flooding events is available in **Appendix B**.

4.5.4 Probability

The probability of occurrence for flooding in Nassau County is **highly likely**. Based on historical data, flooding events are expected approximately eight times each year (NCEI 2020). Each type of flooding discussed in Nassau County’s flood profile is individually highly likely to occur, with one riverine flooding event, five flash flooding events, and two coastal flooding events expected on an annual basis (NCEI 2020). Given current climate predictions, by 2050 the New York City region is expected to have a regional precipitation increase between four and eleven percent (Horton, Bader, et al., Climate Change in New York State: Updating the 2011 ClimAid Climate Risk Information Supplement to NYSERDA Report 11-18 2014). This will likely impact the frequency of flooding events in the County, with an expectation of an increase in heavy downpours throughout New York State (Horton, Bader, et al., Climate Change in New York State: Updating the 2011 ClimAid Climate Risk Information Supplement to NYSERDA Report 11-18 2014).

4.5.5 Impacts and Vulnerability

According to the HAZNY risk assessment, inland flooding is ranked as a moderately high hazard. Coastal flooding/wave action is addressed in the **Coastal Hazards** section. Additional details about the result of that assessment are summarized in the table below.

Flooding/Inland	
Rank	Moderately high
Potential Impact	Throughout a Large Region
Cascade Effects	Yes, Some Potential
Frequency	A Frequent Event
Onset	No Warning
Hazard Duration	One Day
Recovery Time	One to Two Days
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Likely, but Not in Large Numbers • Moderate Damage to Private Property • Moderate Damage to Public Facilities

To estimate the potential impacts that the 100 year and 500 year flood events could have in Nassau County, different scenarios were run using the loss estimation program, Hazus. Hazus estimated the following countywide impacts from the 100 and 500 year events:

- About 1,100 buildings will be at least moderately damaged by the 100 year event, which is over 50 percent of the buildings in the Hazus database for this scenario. For the 500 year event, 1,487 buildings will be at least moderately damaged. Zero buildings will be completely damaged by either flood event.



- Between 129,027 (100 year) and 154,771 (500 year) people will be displaced and between 8,288 and 9,962 individuals will seek shelter. Refer to **Appendix B** for a detailed breakdown of the number of people displaced and seeking shelter, by jurisdiction, for the different flood events.
- At least moderate damage will be sustained by 28 schools, two police stations, and 12 fire stations and emergency medical services (EMS) facilities, totaling approximately \$28,180,000 in losses to these essential facilities. With the 500 year flood, an additional six schools and two fire stations and EMS facilities medical services facilities will be impacted, totaling \$36,102,000 in losses. **Appendix B** contains tables detailing the total losses sustained by each essential facility.

The total losses from the 100 and 500 year flood events are summarized in **Table 11** for the largest jurisdictions and the County. “Total losses” includes damage to buildings and its contents, as well as the cost of business interruptions such as relocation and wage losses. **Appendix B** contains tables summarizing the total losses by sector (e.g., residential, commercial, government, etc.) for each jurisdiction in Nassau County.

Table 11: Total Losses from 100 year and 500 year Flood Events

Jurisdiction	Population (Hanus)	Total Exposure	Total Losses 100 year	Total Losses 500 year
Nassau County	1,339,532	\$239,082,476,000	\$3,109,662,000	\$3,887,914,000
City of Glen Cove	29,314	\$5,042,084,000	\$14,627,000	\$18,709,000
Town of Hempstead	513,170	\$86,016,460,000	\$1,717,218,000	\$2,128,041,000
City of Long Beach	33,980	\$5,768,806,000	\$466,391,000	\$444,748,000
Town of North Hempstead	120,320	\$26,354,892,000	\$27,773,000	\$35,066,000
Town of Oyster Bay	253,188	\$49,340,000,000	\$193,316,000	\$288,556,000



Figure 18 shows the areas in the County most likely to experience losses due to the 100 year scenario within Nassau County. Of the nearly \$3.2 billion of total estimated damages associated with the 100 year event, it is estimated that nearly \$2.4 billion dollars are a direct result of business interruptions, mostly within the commercial industry.

Figure 18: Total losses due to the 100 year event

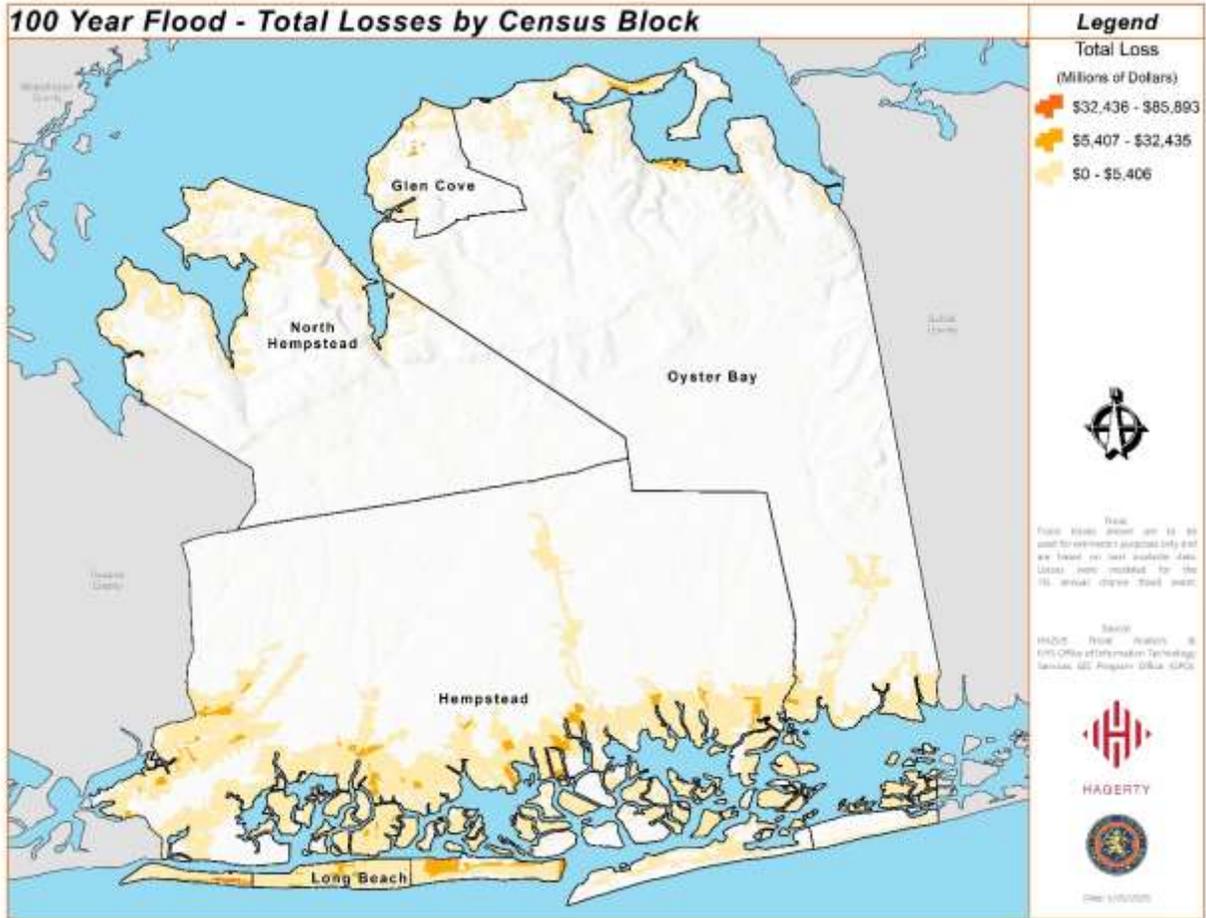
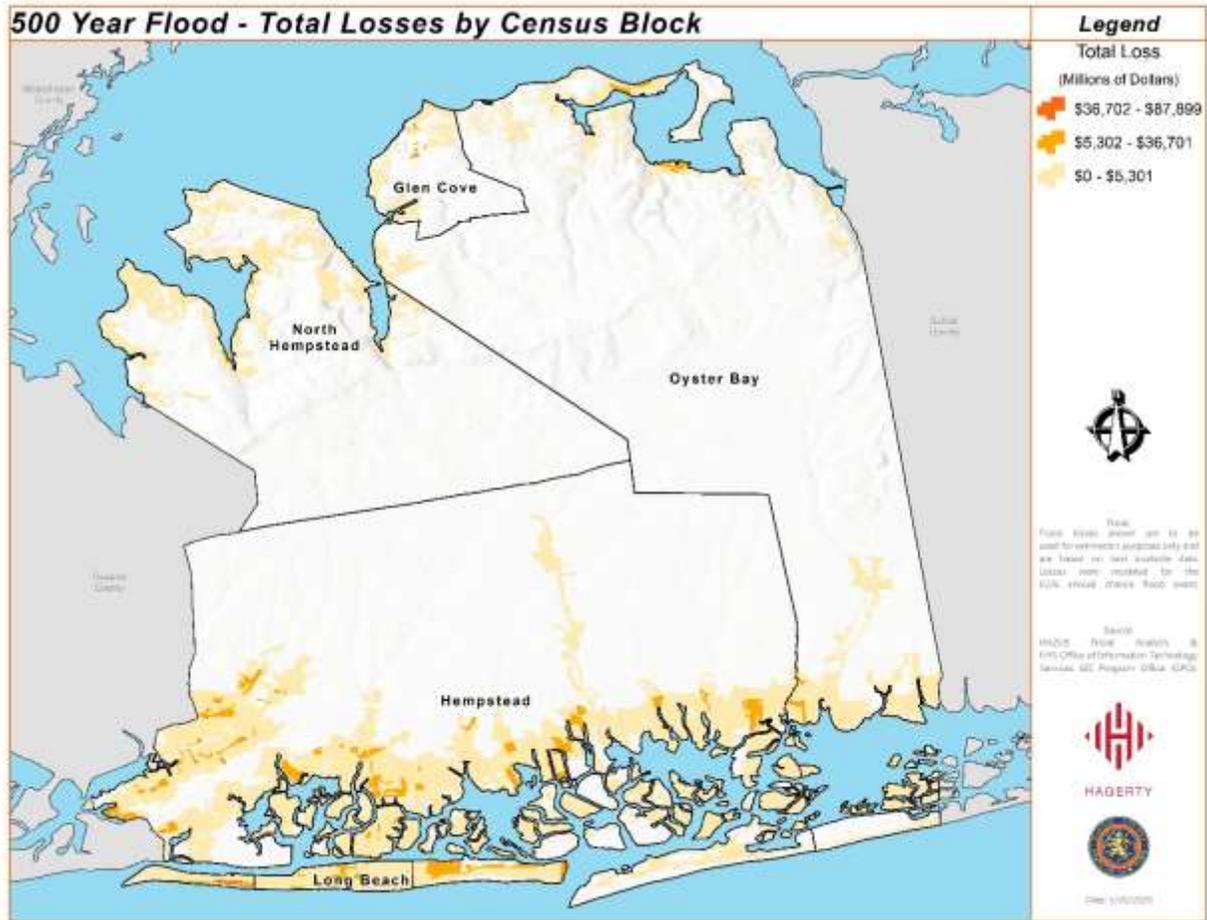


Figure 19 shows the areas in the County most likely to experience losses due to the 500 year flood event in Nassau County. Of the nearly \$3.9 billion of estimated building-related damage associated with the 500 year event, it is estimated that nearly \$3 billion dollars are a direct result of business interruptions, nearly half within the commercial industry.

Figure 19: Total Losses due to the 500 year event



4.5.6 National Flood Insurance Program

The National Flood Insurance Program (NFIP) was established by Congress with the passage of the National Flood Insurance Reform Act of 1968. Through this program, Federally-backed flood insurance is made available to homeowners, renters, and businesses in a community if that community adopts and enforces a floodplain management ordinance to reduce future flood damages within its floodplains. This includes not only preventative measures for new development, but also corrective measures for existing development. In addition to providing flood insurance, the NFIP also studies and maps the nation’s floodplains, preparing its findings in Flood Insurance Rate Maps (FIRMs) and Flood Insurance Studies (FISs).

There are 45,499 NFIP policies in Nassau County. Since 1978, the NFIP has paid \$2.2 billion to 49,224 claims. Some communities in Nassau County have high number of properties that have recurrent losses. “Repetitive loss properties” are any insurable buildings that have incurred at least two flood losses of greater than \$1,000 each in any rolling ten-year period since 1978. In total, these repetitive loss properties have experienced 19,700 repetitive losses. “Severe repetitive loss properties” are single family properties insured through the NFIP that have received:

- Four or more (separate) flood-related insurance claim payments through their NFIP coverage, with the amount of each claim payment exceeding \$5,000 and with cumulative amount of such claim payments exceeding \$20,000; or
- Two or more separate claim payments with the cumulative amount exceeding the reported value of the property (FEMA, Flood Insurance Terminology List 2020).

The information summarized in **Table 12** was obtained through NYS DHSES from FEMA Region II and represents the most specific repetitive loss information available at the time that this plan was updated. Specific information related to the types (e.g., residential, commercial, institutional, etc.) of NFIP insured structures that have been repetitively damaged by floods was requested from the towns and villages in Nassau County. The City of Glen Cove noted that there are 12 residential repetitive loss properties and no severe repetitive loss properties in their jurisdiction.

Table 12: National Flood Insurance Program Policies and Claims

Jurisdiction	Number of Policies	Total Claims Since 1978	Total Paid Since 1978	Number of Repetitive Losses ¹	Number of BCX Claims ²
Atlantic Beach, Village Of	641	297	\$11,575,264.00	N/A	N/A
Baxter Estates, Village Of	15	4	\$427,227.00	0	0
Bayville, Village Of	731	1306	\$22,574,058.00	654	32
Bellerose, Village of	NP	NP	NP	NP	NP

Jurisdiction	Number of Policies	Total Claims Since 1978	Total Paid Since 1978	Number of Repetitive Losses ¹	Number of BCX Claims ²
Brookville, Village of	NP	NP	NP	NP	NP
Cedarhurst, Village Of	362	341	\$16,336,210.00	72	22
Centre Island, Village Of	28	48	\$1,159,291.00	11	9
Cove Neck, Village Of	11	7	\$609,406.00	1	0
East Hills, Village Of	78	16	\$137,869.00	2	2
East Rockaway, Village Of	941	1121	\$45,894,198.00	506	100
East Williston, Village of	NP	NP	NP	NP	NP
Farmingdale, Village Of	1	0	\$0.00	N/A	N/A
Flower Hill, Village Of	31	2	\$6,036.00	N/A	N/A
Floral Park, Village Of	31	2	\$3,923.00	0	0
Freeport, Village Of	3225	6140	\$244,433,170.00	3738	174
Garden City, Village Of	56	6	\$4,849.00	N/A	N/A
Glen Cove, City Of	134	164	\$2,764,312.00	71	17
Great Neck Estates, Village Of	53	31	\$343,956.00	8	8
Great Neck Plaza, Village Of	5	2	\$333,604.00	2	2
Great Neck, Village Of	69	124	\$1,158,354.00	43	26
Hempstead, Town Of	21798	21374	\$964,709,056.00	7364	2040
Hempstead, Village Of	43	13	\$222,195.00	N/A	N/A
Hewlett Bay Park, Village Of	60	29	\$1,744,461.00	9	6
Hewlett Harbor, Village Of	264	235	\$18,140,774.00	71	45
Hewlett Neck, Village Of	73	67	\$5,900,637.00	9	3
Island Park, Village Of	973	1928	\$110,886,894.00	1161	189
Kensington, Village of	NP	NP	NP	NP	NP



Jurisdiction	Number of Policies	Total Claims Since 1978	Total Paid Since 1978	Number of Repetitive Losses ¹	Number of BCX Claims ²
Kings Point, Village Of	155	137	\$1,512,466.00	34	9
Lake Success, Village Of	15	17	\$267,532.00	3	3
Lattingtown, Village Of	45	38	\$1,061,047.00	7	2
Laurel Hollow, Village Of	17	8	\$21,797.00	0	0
Lawrence, Village Of	816	442	\$29,273,906.00	94	65
Long Beach, City Of	7735	8440	\$431,963,010.00	3006	1092
Lynbrook, Village Of	201	6	\$74,225.00	5	5
Malverne, Village Of	59	3	\$9,651.00	0	0
Manorhaven, Village Of	163	84	\$601,005.00	3	0
Massapequa Park, Village Of	411	557	\$14,562,449.00	226	67
Matinecock, Village of	NP	NP	NP	NP	NP
Mill Neck, Village Of	16	8	\$7,565.00	0	0
Mineola, Village Of	18	14	\$204,483.00	N/A	N/A
Munsey Park, Village Of	17	3	\$12,070.00	N/A	N/A
Muttontown, Village of	NP	NP	NP	NP	NP
New Hyde Park, Village Of	17	2	\$17,455.00	N/A	N/A
North Hempstead, Town Of	408	238	\$2,419,800.00	54	50
North Hills, Village Of	42	12	\$41,566.00	0	0
Old Brookville, Village Of	16	0	\$0.00	N/A	N/A
Old Westbury, Village Of	1	0	\$0.00	N/A	N/A
Oyster Bay Cove, Village Of	30	18	\$345,724.00	2	0
Oyster Bay, Town Of	4431	5322	\$287,872,063.00	2409	294
Plandome Heights, Village Of	13	7	\$12,145.00	3	0



Jurisdiction	Number of Policies	Total Claims Since 1978	Total Paid Since 1978	Number of Repetitive Losses ¹	Number of BCX Claims ²
Plandome Manor, Village Of	22	20	\$222,286.00	7	0
Plandome, Village Of	16	15	\$17,598.00	4	4
Port Washington, Village of	NP	NP	NP	NP	NP
Rockville Centre, Village of	NP	NP	NP	NP	NP
Roslyn Estates, Village Of	13	1	\$14,665.00	0	0
Roslyn Harbor, Village Of	19	20	\$492,405.00	0	0
Roslyn, Village Of	24	44	\$228,986.00	5	0
Russell Gardens, Village Of	8	2	\$1,555.00	0	0
Saddle Rock, Village Of	21	21	\$313,085.00	5	5
Sands Point, Village Of	140	99	\$1,230,781.00	18	5
Sea Cliff, Village Of	26	32	\$208,675.00	10	0
South Floral Park, Village of	NP	NP	NP	NP	NP
Stewart Manor, Village Of	2	0	\$0.00	0	0
Thomaston, Village Of	8	12	\$23,730.00	1	1
Upper Brookville, Village of	NP	NP	NP	NP	NP
Valley Stream, Village Of	850	294	\$3,658,238.00	70	26
Westbury, Village Of	14	1	\$0.00	N/A	N/A
Willison Park, Village of	NP	NP	NP	NP	NP
Woodsburgh, Village Of	87	50	\$4,631,643.00	12	9
Total:	45,499	49,224	\$2,230,689,350.00	19,700	4312

¹ Nassau County worked with its jurisdictions to gather as much data as possible. However, because many jurisdictions do not have full-time, dedicated floodplain administrators, in several cases, the effort to collect this information was not successful.

²“BCX claims” are those made on houses located outside of the special flood hazard area, in flood zones designated as “B”, “C”, or “X”.

NP = Not Participating (in the NFIP)



The NFIP's Community Rating System (CRS), first implemented nationwide in 1990, provides discounts on flood insurance premiums in those communities that establish floodplain management programs that go beyond NFIP minimum requirements. Communities participating in the CRS program receive 'points' for various activities and initiatives they undertake. As more points are accrued, the community's CRS Class increases. There are 10 CRS classes: Class 1 requires the most credit points and gives the largest premium reduction, while Class 10 requires not credit points and gives no premium reduction. CRS premium discounts on flood insurance range from 5 percent for Class 9 communities up to 45 percent for Class 1 communities. A total of four communities in Nassau County participate in the CRS, summarized in **Table 13**, achieving benefits in the form of premium discounts for their efforts to exceed the minimum requirements of the NFIP as depicted in the following table.

Table 13: Nassau County Communities Participating in the Community Rating System, effective October 1, 2019

Community Name	CRS Entry Date	Current Effective Date	Current Class	% Discount for SFHA	% Discount for non-SFHA	Status ¹
Bayville, Village of	10/1/1992	10/1/2003	8	10	5	C
East Rockaway, Village of	10/1/1992	10/1/1992	9	5	5	C
Freeport, Village of	10/1/1992	10/1/2009	7	15	5	C
Long Beach, City of	10/1/2009	5/1/2016	7	15	5	C

¹ Status: C = Current, R = Rescinded



4.6 Ground Failure Hazards

4.6.1 Characteristics

Ground failure hazards occur when there is ground instability due to seismic activity (USGS, Earthquake Glossary n.d.). For the purposes of the Nassau County Hazard Mitigation Plan, the Ground Failure Hazards Profile will discuss the earthquakes, landslides, and land subsidence, which are the three most common types of ground failure in Nassau County.

Earthquakes are caused by the shifting of tectonic plates below the earth's surface. When the plates suddenly slip on a fault line, the border between two plates, they create energy waves that ripple through the earth's crust and cause shaking on the surface (FEMA, Earthquake 2020). Landslides are categorized as the mass movement of rock, debris, or earth down a slope. This type of ground failure occurs when the force of gravity exceeds the forces holding the material in place. Landslides can be caused by earthquakes, rainfall, snowmelt, and coastal erosion (USGS, What is a landslide and what causes one? n.d.). Land subsidence is caused by excessive groundwater withdrawal, which also removes significant fine sediment and causes the rock to collapse and compact. Land subsidence can occur over large regions or in more acute areas, creating events such as sinkholes. Increased urbanization, higher water demands, and issues with water scarcity may increase the rate of land subsidence (USGS, Land Subsidence n.d.).

4.6.2 Location and Extent

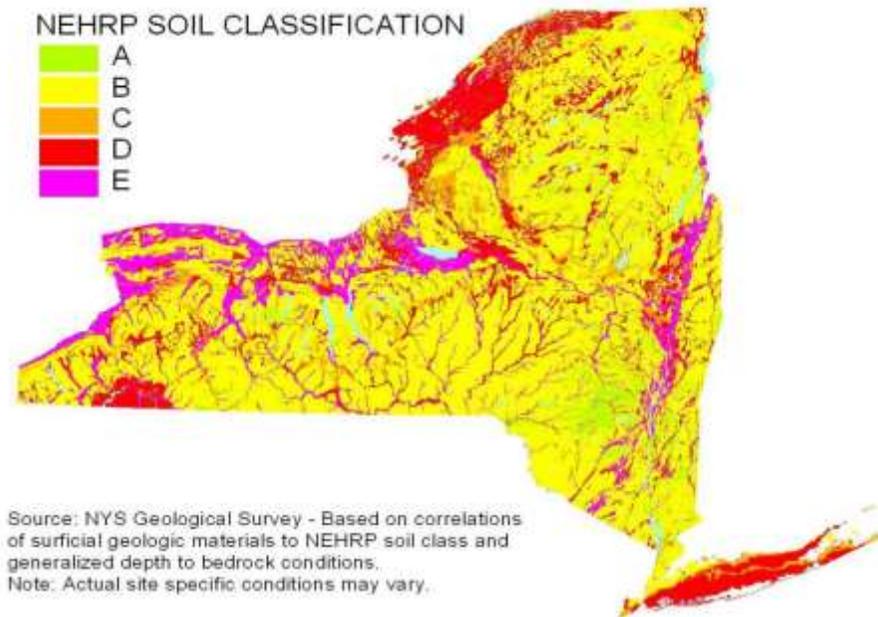
4.6.2.1 Earthquakes

Earthquake risk exists across Nassau County. The location and extent of earthquake risk can be contextualized by understanding the fault lines in New York State, the soil classifications of the area, and the map of previous earthquake epicenters.

Figure 20 illustrates the soil classification for Nassau County (N. Y. Services 2019). Harder Class A and B soils, shown in green in, tend to reduce ground motions, while soft Class D and E soils, shown in red, tend to further amplify and magnify seismic waves. The majority of Nassau County has soil type D; therefore, the County is susceptible to experiencing an amplification of ground motion during an earthquake.



Figure 20: NEHRP Soil Classification for New York State (N. Y. Services 2019)



Earthquake magnitude is a function of amplitude of the seismic waves caused by the ground’s motion. Instruments called seismographs measure the amplitude, or extent, of these waves caused by earthquakes. Charles F. Richter developed the Richter magnitude scale (or “Richter Scale”) in 1935 to compare the size of earthquakes (USGS, Earthquake Glossary n.d.). The scale ranges from 1.0, an earthquake that is unfelt, to 8.0 or greater, a catastrophic earthquake. The Richter Scale is effective for comparing earthquake magnitudes, but not for expressing potential damage.

The Modified Mercalli Intensity Scale (**Table 14**), provides a subjective measurement of earthquake extent based on a person’s observations of the resulting damage to people, buildings, and natural features (USGS, The Modified Mercalli Intensity Scale n.d.). While this scale does not have a mathematical basis, it provides an easily comprehensible description of earthquake intensity at the observation location.

Table 14: Modified Mercalli Intensity Scale (USGS, The Modified Mercalli Intensity Scale n.d.)

Intensity	Shaking	Total Exposure
I	Not felt	Not felt except by a very few under especially favorable conditions.
II	Weak	Felt only by a few persons at rest, especially on upper floors of buildings.
III	Weak	Felt quite noticeable by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated.
IV	Light	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.



Intensity	Shaking	Total Exposure
V	Moderate	Felt by nearly everyone; many awakened. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop.
VI	Strong	Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight.
VII	Very Strong	Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
VIII	Severe	Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.
IX	Violent	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.
X	Extreme	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent.

4.6.2.2 Landslides

The high cliffs on Nassau County’s north shore are more susceptible to landslides in the future, though these events have a low probability of occurrence (DHSES 2008). According to the Landslide Susceptibility map included in previous iterations of the State Hazard Mitigation Plan, sourced from the USGS National Landslides Hazards Program, portions of northern Nassau County are considered highly susceptible to landslides, while southern portions of the County are in the lowest incidence category. Using the State Plan’s weighted ranking system, Nassau County has the fifteenth highest landslide susceptibility ranking out of the 62 counties in the State (DHSES 2008).

4.6.2.3 Land Subsidence

There are two types of sink holes: cover-subsidence and cover-collapse. While cover-collapse is more widely discussed in news media, Nassau County is significantly more prone to cover-subsidence because of the soil classification associated with different types of sink holes. The majority of Nassau County is a barrier island comprised of sand and dunes. Cover-collapse sinkholes occur in clay-like soils, whereas cover-subsidence occurs in sandy soils, and therefore would be more prevalent in the County (N. Y. Services 2019).

4.6.3 Recent Occurrences

4.6.3.1 Earthquakes

The epicenter of an earthquake has never been recorded in Nassau County; however, several earthquakes have occurred in New York State and Connecticut that have caused ground shaking in Nassau County. Since 1884, Nassau County has been impacted by approximately 10 nearby earthquakes, with three of the 10 earthquake epicenters located on Long Island (Blasey 2019).



4.6.3.2 Landslides

On May 1, 2014, heavy rains caused multiple landslides in Nassau County. In Port Washington, a landslide buried multiple cars with mud. Another landslide occurred in the Village of Sea Cliff and washed away a home's backyard, creating a 100-foot drop to the Long Island Sound (Heavy rain causes 2 landslides in Port Washington and Sea Cliff 2014, DHSES 2008). However, according to the 2008 State Hazard Mitigation Plan, there were only approximately 11 landslide events between 1837 and 2007 (DHSES 2008).

4.6.3.3 Land Subsidence

A single database does not currently exist to capture previous occurrences of land subsidence in Nassau County, New York. However, online research of local news sources revealed that land subsidence has been reported in localized areas across Nassau County as well as the greater Long Island. For example, in Seaford, New York, at least a dozen homeowners have observed significant land subsidence occurring over the last 20 years, causing driveways to crack, backyards to sink, and garages to slide off their foundations (McLogan 2019). As of April 2019, USGS will begin collecting data from homeowners to understand the causes of this land subsidence (McLogan 2019).

In 2011, snow and freezing temperatures lead to the formation of a 12 foot sinkhole in North Merrick that caused a partial road collapse (Long Island News 12 2011). In the Village of Rockville Centre, a sinkhole swallowed a woman in her car while she was parked in her driveway (abc7NY 2014). Neighboring Suffolk County has also had reports of sinkholes, including reports of a public transit bus swallowed by a sink hole in 2019 as it traveled through flooded roads (Kim 2019).

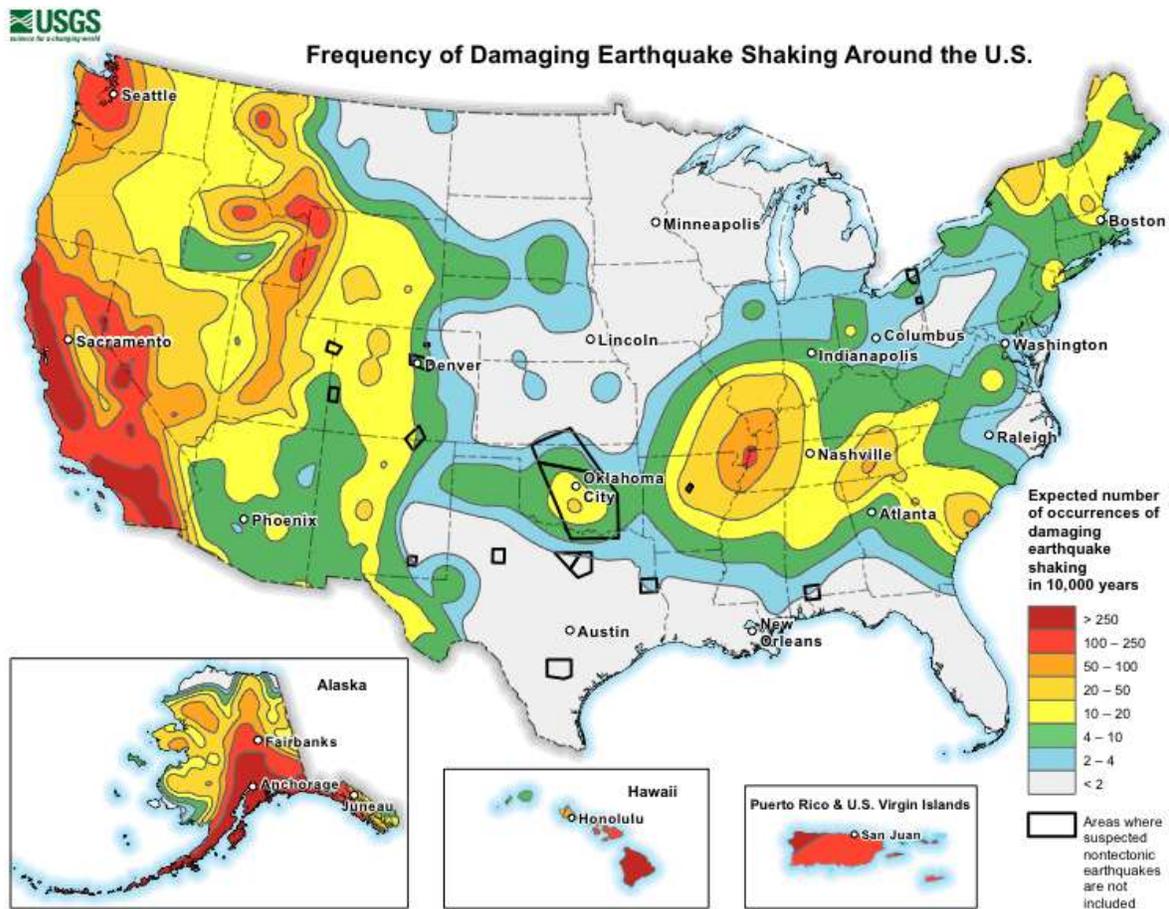
4.6.4 Probability

4.6.4.1 Earthquakes

The probability of occurrence for earthquakes in Nassau County is **unlikely**. As shown in **Figure 21**, Nassau County could experience up to 10 instances of damaging earthquake shaking in the span of 10,000 years, with the western side of the county facing higher proportional risk than the eastern side.



Figure 21: Frequency of Damaging Earthquake Shaking around the U.S.



4.6.4.2 Landslides

Looking back at estimated historic occurrences, future landslide events in Nassau County are considered **unlikely**, with events expected to occur less than once every five years.

4.6.4.3 Land subsidence

Given the iterative and ongoing land subsidence issues occurring over the last two decades, and continuing today, in Seaford, the future probability of land subsidence occurring is considered **highly likely**.



4.6.5 Impacts and Vulnerability

According to the HAZNY risk assessment, earthquake is ranked as a moderately low hazard. Additional details about the result of that assessment are summarized in the table below.

Earthquake	
Rank	Moderately Low
Potential Impact	Throughout a Large Region
Cascade Effects	Yes, Some Potential
Frequency	A Rare Event
Onset	No Warning
Hazard Duration	Less Than One Day
Recovery Time	Three Days to One Week
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Likely, but Not in Large Numbers • Little or No Damage to Private Property • Moderate Damage to Public Facilities

According to the HAZNY risk assessment, landslide is ranked as a low hazard.

Landslide	
Rank	Low
Potential Impact	Throughout a Small Region
Cascade Effects	Yes, Some Potential
Frequency	A Rare Event
Onset	No Warning
Hazard Duration	Less Than One Day
Recovery Time	One to Two Days
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Likely, but Not in Large Numbers • Little or No Damage to Private Property • Little or No Damage to Public Facilities

Ground failure hazards can heavily impact the built environment, causing damage or destruction to buildings, disrupt utilities (e.g., gas, electric, phone, water), and triggering fires. Depending on the severity of each incident these impacts could be limited and isolated or contribute to significant destruction. Landslides are more likely to cause limited damage to infrastructure and individual properties, while earthquakes may cause damage across the County.

To estimate the potential impacts that an earthquake could have on Nassau County, Hazus models were run for 250 year and 1000 year probabilistic earthquakes. Some key takeaways of this analysis include:

- Of the nearly \$120 million of estimated damage associated with the 250 year event, it is estimated that more than 75% of that damage is a direct result of actual property damage, mostly to single family residential dwellings.



- The Hazus model estimated that about 1,000 buildings will be at least moderately damaged, and eight buildings will be damaged beyond repair from the 250 year event. Additionally, Hazus also estimated that the 1000 year event will at least moderately damage about 8,329 buildings and damage 116 buildings beyond repair.
- The 250 year and 1000 year earthquake events estimated no significant long-term damage to essential facilities.
- In the worst case scenario of a 1000 year event, up to 576 households may be displaced, and 370 individuals may seek shelter. For the 250 year event, 28 households may be displaced, and 31 people may seek temporary shelter.

Table 15 summarizes the total building-related losses from the 250 year and 1000 year events. “Total losses” includes damage to buildings and its contents, as well as the cost of business interruptions such as relocation and wage losses. Total economic loss estimated for the 250 year earthquake is about \$123.73 (millions of dollars), which includes building and lifeline related losses based on the region’s available inventory. By comparison, total economic loss for the 1000 year earthquake is about \$1,968.66 (millions of dollars). **Appendix B** contains tables summarizing the total losses by sector (e.g., residential, commercial, government, etc.) for each jurisdiction in Nassau County.

Table 15: Total Building-Related Losses Associated with 250 Year and 1000 Year Earthquake Events

Jurisdiction	Population (Hazus)	Total Exposure	Total Losses 250-YR	Total Losses 1000-YR
Nassau County	1,339,532	\$239,082,476,000	\$118,990,000	\$1,760,499,627
City of Glen Cove	29,314	\$5,042,084,000	\$2,466,629	\$38,813,001
Town of Hempstead	513,170	\$86,016,460,000	\$71,628,706	\$1,058,017,641
City of Long Beach	33,980	\$5,768,806,000	\$6,469,081	\$90,714,182
Town of North Hempstead	120,320	\$26,354,892,000	\$27,335,212	\$418,916,026
Town of Oyster Bay	253,188	\$49,340,000,000	\$31,431,561	\$452,859,925



Hazus models impacts to utility systems as a result of earthquakes. The chart below summarizes the utility system pipeline damage that could result from a 250 year or 1000 year earthquake.

Table 16: Expected Utility System Pipeline Damage

System	Total Pipelines Length (Miles)	Number of Leaks (250 year)	Number of Breaks (250 year)	Number of Leaks (1000 year)	Number of Breaks (1000 year)
Potable Water	7324	6	2	42	11
Wastewater	4394	3	1	21	5
Natural Gas	64	0	0	0	0
Oil	0	0	0	0	0

Figure 22 shows the areas in the County most likely to experience building-related losses if a 250 year earthquake occurred.

Figure 22: Estimated Building Related Losses due to a 250 year Earthquake Event

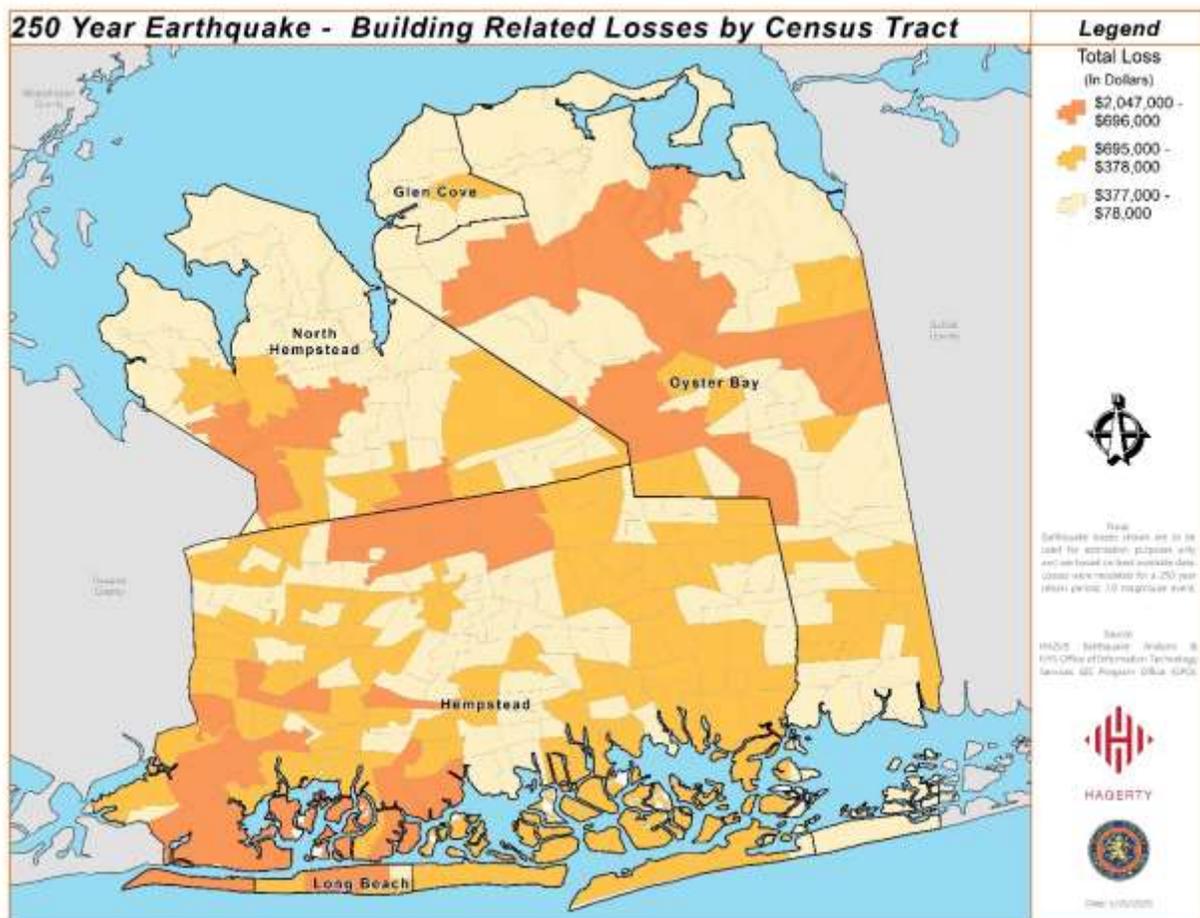
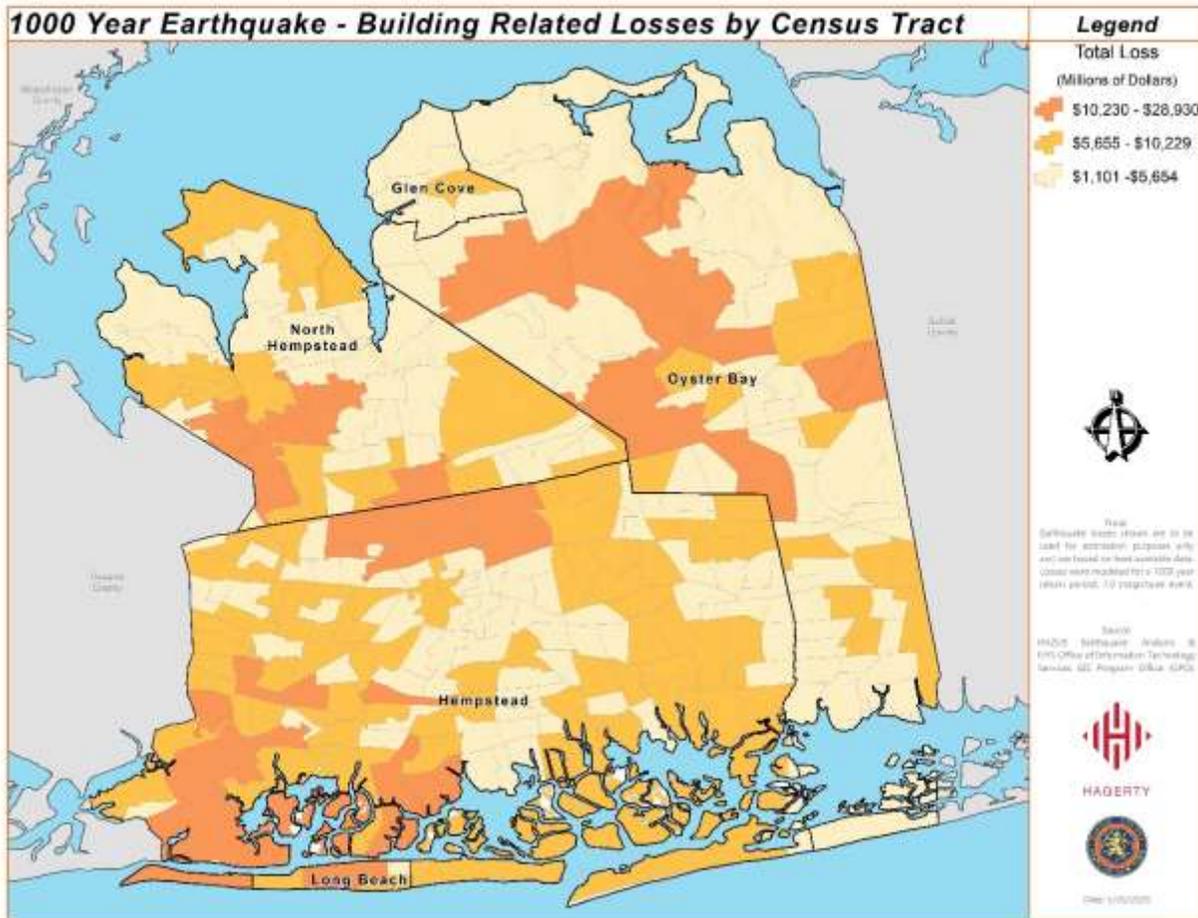


Figure 23 shows the areas in the County most likely to experience losses due to the 1000 year scenario within Nassau County.

Figure 23: Estimated Building Related Losses due to a 1000 year Earthquake Event



4.7 Hail

4.7.1 Characteristics

Hail is a form of precipitation consisting of solid ice that forms when liquid raindrops are carried by thunderstorm updrafts into extremely cold layers of the atmosphere and freeze (NOAA, Severe Weather 101: Hail Basics n.d.). Hail particles form from two processes: wet and dry growth. Wet growth is characterized by the slow freezing of water particles to the original hail piece, creating clear layers of ice. Dry growth is characterized by the rapid freezing of additional water particles (N. Y. Services 2019).

When the weight of the hail particles exceeds the force of the thunderstorm updraft, the particles fall to the ground. Additionally, larger hail typically falls closer to the updraft than smaller hail because smaller hailstones can be blown away from the updraft by horizontal winds (NOAA, Severe Weather 101: Hail Basics n.d.).

4.7.2 Location and Extent

Hail events are usually localized in nature and are equally likely to occur anywhere in Nassau County. The extent of hail is generally determined by measuring the diameter of the ice pellet, and through comparison to common objects, as outlined in **Table 17**. Hail the size of a quarter, one inch in diameter, or larger are considered severe.

Table 17: Hail Size Extent Scale (NOAA, Severe Weather 101: Hail Basics n.d.)

Description	Diameter (in.)	Description	Diameter (in.)	Description	Diameter (in.)
Pea	0.25	Quarter	1.00	Teacup	3.00
Mothball	0.50	Golf Ball	1.75	Softball	4.00
Penny	0.75	Tennis Ball	2.50	Grapefruit	4.50
Nickel	0.88	Baseball	2.75		

4.7.3 Recent Occurrences

Between January 2010 and January 2020, Nassau County experienced nine hail events, of which five were severe. Combined, these nine occurrences resulted in \$115,000 in property damage, 87 percent of which occurred during the August 2011 hail event in the Village of East Williston. Throughout the past ten years there have been no recorded losses in life or damage to crops within the County. Details about hail events between 210 and 2020 can be found in **Appendix B**.

4.7.4 Probability

The probability of occurrence for hail in Nassau County is **likely**, with more than one event expected every five years on average, based on historic occurrences. Looking forward, climate change is expected to increase the frequency and severity of hail, causing more significant impacts to property and people (Douglas 2019). Although fewer days with hail events are expected over most areas in the future, an increase in the mean hail size is projected (NCEI 2020). Since the previous update, hail has been classified as highly likely to occur and is now a significant hazard to be addressed in this Plan.



4.7.5 Impacts and Vulnerability

According to the HAZNY risk assessment, hail was not evaluated as a separate hazard. Hail is a component of “Severe Storms” (i.e., thunderstorms), which were ranked a moderately high hazard in Nassau County. Additional details about the result of that assessment are summarized in the table below.

Severe Storm	
Rank	Moderately High
Potential Impact	Throughout a Small Region
Cascade Effects	Yes, Some Potential
Frequency	A Frequent Event
Onset	Several Hours Warning
Hazard Duration	Less Than One Day
Recovery Time	One to Two Days
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Likely, but Not in Large Numbers • Severe Damage to Private Property • Severe Damage to Public Facilities

Hail hazards threaten **life, safety, and health** of the community and the **built environment**. Nassau County’s built environment is vulnerable to hail events. Larger hail may damage automobiles, aircrafts, and machinery. Hail can cause notable damage to aircrafts when it enters engines, crushes the nose cone, or damages the cockpit windscreen (NOAA n.d.). Smaller and more typical hail events in Nassau County can result in property damage to automobiles and landscaping (NCEI 2020). Nassau County is expected to experience at least one hail event each year causing an average of \$5,000 in damage (N. Y. Services, Hail 2019). In recent history, hail events in Nassau County have not resulted in any injuries, deaths, or crop damage (N. Y. Services, Hail 2019).



4.8 Hurricanes and Tropical Storms

4.8.1 Characteristics

Hurricanes and tropical storms bring heavy rainfall and strong winds and may cause other hazards such as floods, tornados, and coastal erosion. A tropical cyclone is an overarching term that encompasses all storm systems that are “non-frontal synoptic scale low-pressure system[s] over tropical or sub-tropical waters with organized convection (i.e. thunderstorm activity) and definite cyclonic surface wind circulation” (NOAA n.d.). There are four types of tropical cyclones, outlined below: (Machos n.d.)

- **Tropical Waves** are the most common of type of tropical disturbance with an average of 100 forming each season across the nation. They lack closed circulation, instead producing winds in all directions. Wind speeds are less than 25 mph.
- **Tropical Depressions** create sustained winds of 25 mph, presenting a disorganized system which has the presence of a closed circulation.
- **Tropical Storms** occur when shower and thunderstorm activity become organized with the closed circulation, and sustained winds reach at least 39 mph.
- **Hurricanes:** have sustained winds of at least 74 mph and the closed circulation becomes an eye, the center of the storm.

Tropical storms and hurricanes can be extremely destructive, delivering massive downpours of rain and winds that can push a wall of water, called a storm surge, in front of it. These storms can also spawn tornadoes that cause acute, localized damage.

4.8.2 Location and Extent

Given the large size of hurricanes and tropical storms, all jurisdictions in Nassau County are equally likely to experience the effects of a hurricane and tropical storm event. The coastal areas of the County are more likely to experience coastal erosion and storm surge associated while the entire County is susceptible to the high winds and heavy rains associated with hurricanes and tropical storms.

According to NOAA’s Historical Hurricane Tracks online tool, 21 tropical storms and 8 hurricanes have passed within a 50 mile radius of the County, including 11 tropical storms that have made direct landfall, as displayed in **Figure 24**. The extent of hurricanes and tropical storms is measured based on windspeed using the Saffir-Simpson Hurricane Wind Scale, summarized in **Table 18** (NOAA 2012). Category 3 hurricanes and greater are considered major hurricanes capable of devastating damage.



Figure 24: Hurricane and Tropical Storm Tracks within 50 Miles of Nassau County (1861 – 2020)

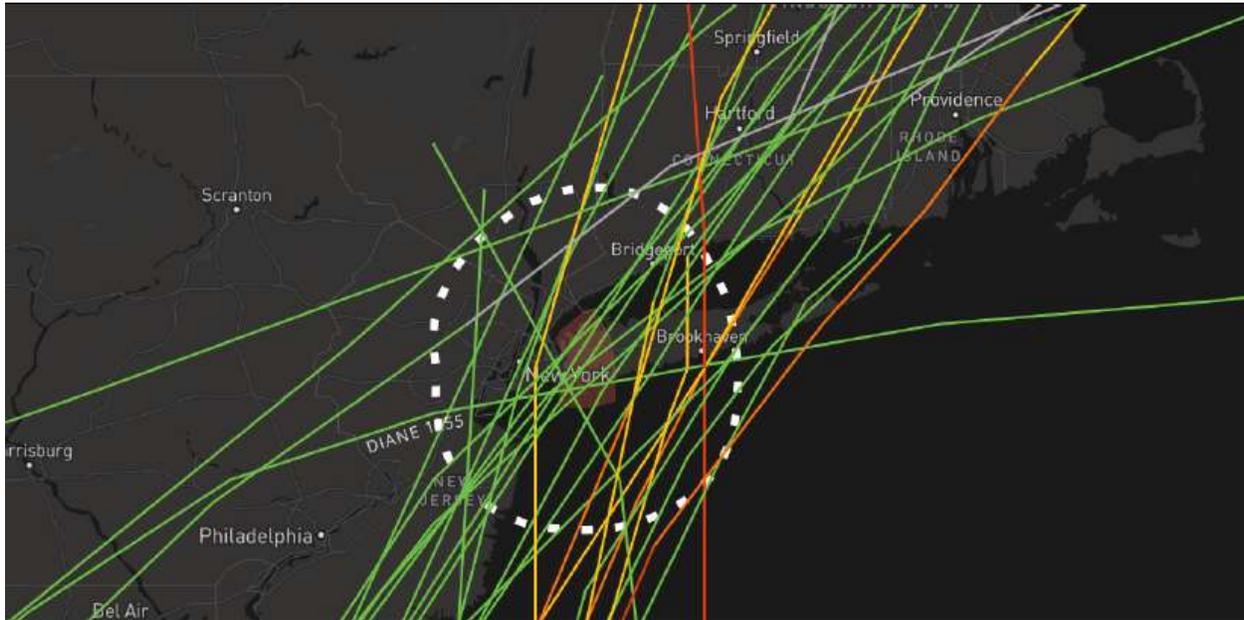


Table 18: Saffir-Simpson Hurricane Wind Scale

Category	Sustained Winds	Types of Damage Due to Hurricane Winds
1	74-95 mph	Very dangerous winds will produce some damage: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap, and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110 mph	Extremely dangerous winds will cause extensive damage: Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3	111-129 mph	Devastating damage will occur: Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4	130-156 mph	Catastrophic damage will occur: Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted, and power poles downed. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5	157 mph or higher	Catastrophic damage will occur: A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.



4.8.3 Recent Occurrences

Nassau County may go years without experiencing a severe hurricane or tropical storm event, however when major storms do occur, they prove to be extremely impactful. The strongest storm to affect New York State, specifically Long Island, was the Category 3 1938 New England Hurricane. This hurricane made landfall at a speed of 47 mph, causing 700 deaths, leaving 63,000 people homeless after destroying 8,900 homes and buildings, damaging two billion trees, and costing \$620 million in total damage (NOAA 2018).

In the last 20 years, Nassau County was greatly impacted by Hurricanes Isabel (2003), Frances (2004), Bill (2009), Irene (2011), Super Storm Sandy (2012), and Tropical Storm Isais (2020). **Table 19** summarizes details about storms that occurred most recently between 2010 and 2020 (Newsday 2017).

Table 19: Notable Hurricanes and Tropical Storms to Impact Nassau County, 2010 – 2020

Storm	Month and Year	Description
Tropical Storm Isaias	August 2020	Tropical Storm Isaias brought 50 mph winds the Nassau County, causing widespread damage and power outages to the area. Nearly one third of PSEG-Long Island 1.1 million customers in Nassau and Suffolk counties lost power during the storm.
Hurricane Jose	September 2017	While Hurricane Jose dropped to a tropical storm by the time it reached New York State, largely sparing Long Island, it still flooded Jones Beach State Park. Some minor flooding was reported in Lindenhurst, Bay Shore, Mastic Beach, and Islip. Power outages were reported. Dune erosion, dangerous riptides, and high surf occurred.
Hurricane Arthur	July 2014	The hurricane tracked east of Long Island, no direct hit, but produced larger waves, higher surf, higher rip current activity, and downpours of rain throughout the day.
Hurricane Sandy	October 2012	Hurricane Sandy evolved into a superstorm by the time it reached New York State and impacted Nassau County with life-threatening storm surges and high winds. This historic and record-setting storm destroyed 117 structures in Nassau County, with a total of 38,189 structures damaged by more than 50 percent of their value across Long Island. Multiple deaths and injuries were also reported in Nassau County as a result of the storm. Storm surge from Hurricane Sandy was so powerful it breached Fire Island in three different locations.
Hurricane Irene	August 2011	Hurricane Irene dropped to tropical storm status as it hit Long Island. However, it caused severe flooding and widespread power outages across the state of New York, suspension of Long Island Railroad, mass school closures and a statewide state of emergency declaration (Long Island Hurricane History n.d.).

4.8.4 Probability

The expansive geography of hurricanes complicates the determining their probability of impacting Nassau County. Hurricanes and tropical storms that make landfall outside of the County can still severely impact Nassau County, causing coastal flooding, erosion, wind, and other related hazards. However, these impacts that result from hurricanes and tropical storms do not register



in the NOAA Storm Events database as such, but instead are recorded as “coastal floods,” “flash floods,” “high wind,” or other interrelated event types. Therefore, other sources of historical information must be referenced to determine probability.

Looking at the historic frequency of hurricanes and tropical storms that touched Long Island, the probability of future impacts from hurricanes and tropical storms impacting Nassau County is **likely**, meaning these events should be expected at least once every five years (Newsday 2017). The historic rate of occurrence serves as a starting point for estimating future probability but does not account for anticipated changes resulting from climate change. Rising sea temperatures will increase the intensity of these storm systems and sea level rise will worsen the coastal flooding caused by storm surge.

4.8.5 Impacts and Vulnerability

According to the HAZNY risk assessment, Hurricanes/Coastal Storms are ranked as the greatest hazard to Nassau County. Additional details about the result of that assessment are summarized in the table below.

Hurricanes and Tropical Storms	
Rank	High
Potential Impact	Throughout a Large Region
Cascade Effects	Yes, Highly Likely
Frequency	A Frequent Event
Onset	Several Days Warning
Hazard Duration	Two to Three Days
Recovery Time	More Than Two Weeks
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Likely, in Extremely Large Numbers • Severe Damage to Private Property • Severe Damage to Public Facilities

Nassau County is uniquely vulnerable to hurricanes and tropical storms due to its population and zoning density. Nassau County is considered to have the greatest risk within the State of New York (NYS DHSES 2019). As a coastal county, Nassau County was impacted by almost twice as much damage (in dollars) from tropical storms and hurricanes between 1996 and 2017 as the next most-damaged County (Queens). These events in Nassau County contribute to numerous associated hazards (high winds, flooding, tornadoes, etc.) that threaten the livelihood of people, damage property, and interrupt critical community lifelines. The potential impacts and county vulnerability to these other hazards are discussed in depth in their respective sections of this Plan.

Between 1996 and 2017, Nassau County reported \$1.5 billion in losses due to tropical storms and hurricanes (NYS DHSES 2019). The annualized damage during that period was \$64.7 million, with an average of five severe events (defined as events that caused more than \$1 million in damage) occurring per year (NYS DHSES 2019).

To estimate the potential impacts that winds associated with hurricane and tropical storm events could have in Nassau County, different scenarios were run for the 100 year and 500 year wind



events using the loss estimation program, Hazus. Hazus estimated the following countywide impacts from the 100 and 500 year events:

- About 875 buildings will be at least moderately damaged and two buildings will be completely damaged as a result of the 100 year wind event. A 500 year wind event will cause considerably more building damage, with 20,838 buildings sustaining at least moderate damage and approximately five percent of the buildings in the Hazus database for this scenario (972 buildings) destroyed.
- The 100 year wind event will cause no moderate or long-term damage to essential facilities. In the 500 year wind event, four schools will sustain at least moderate damage. **Appendix B** contains tables detailing the total losses sustained by each essential facility.
- Approximately 145 households will be displaced and approximately 91 individuals will seek shelter as a result of a 100 year wind event. The 500 year wind event could displace 3,162 people and cause 1,988 individuals to seek shelter. Refer to **Appendix B** for a detailed breakdown of the number of people displaced and seeking shelter, by jurisdiction, for the different flood events.
- The model estimates 79,760 tons of debris will be generated from the 100 year wind event. This figure quadruples for a 500 year wind event, which is estimated to generate a total of 458,529 tons of debris.

After Hurricane Sandy, shelter needs were much greater due to evacuation orders and the combined impacts of wind and flooding that damaged homes and displaced residents. These additional factors are considered when conducting shelter planning.



The total losses from the 100 and 500 year wind events are summarized in **Table 20** for the largest jurisdictions and the County. “Total losses” includes damage to buildings and its contents, as well as the cost of business interruptions such as relocation and wage losses. **Appendix B** contains tables summarizing the total losses by sector (e.g., residential, commercial, government, etc.) for each jurisdiction in Nassau County.

Table 20: Total Losses from 100 year and 500 year Wind (Hurricane) Events

Jurisdiction	Population (Hazus)	Total Exposure	Total Losses 100 year
Nassau County	1,339,532	\$239,082,476,000	\$749,532,900
City of Glen Cove	29,314	\$5,042,084,000	\$21,794,842
Town of Hempstead	513,170	\$86,016,460,000	\$419,606,026
City of Long Beach	33,980	\$5,768,806,000	\$46,482,904
Town of North Hempstead	120,320	\$26,354,892,000	\$152,875,752
Town of Oyster Bay	253,188	\$49,340,000,000	\$237,171,336



Figure 25 shows the areas in the County most likely to experience losses due to the 100 year scenario within Nassau County. Of the nearly \$750 million of estimated damage associated with the 100 year event, it is estimated that more than 95% of the damage are a direct result of actual property damage, mostly to residential dwellings.

Figure 25: Total Economic Losses from 100 year Hurricane Event Wind

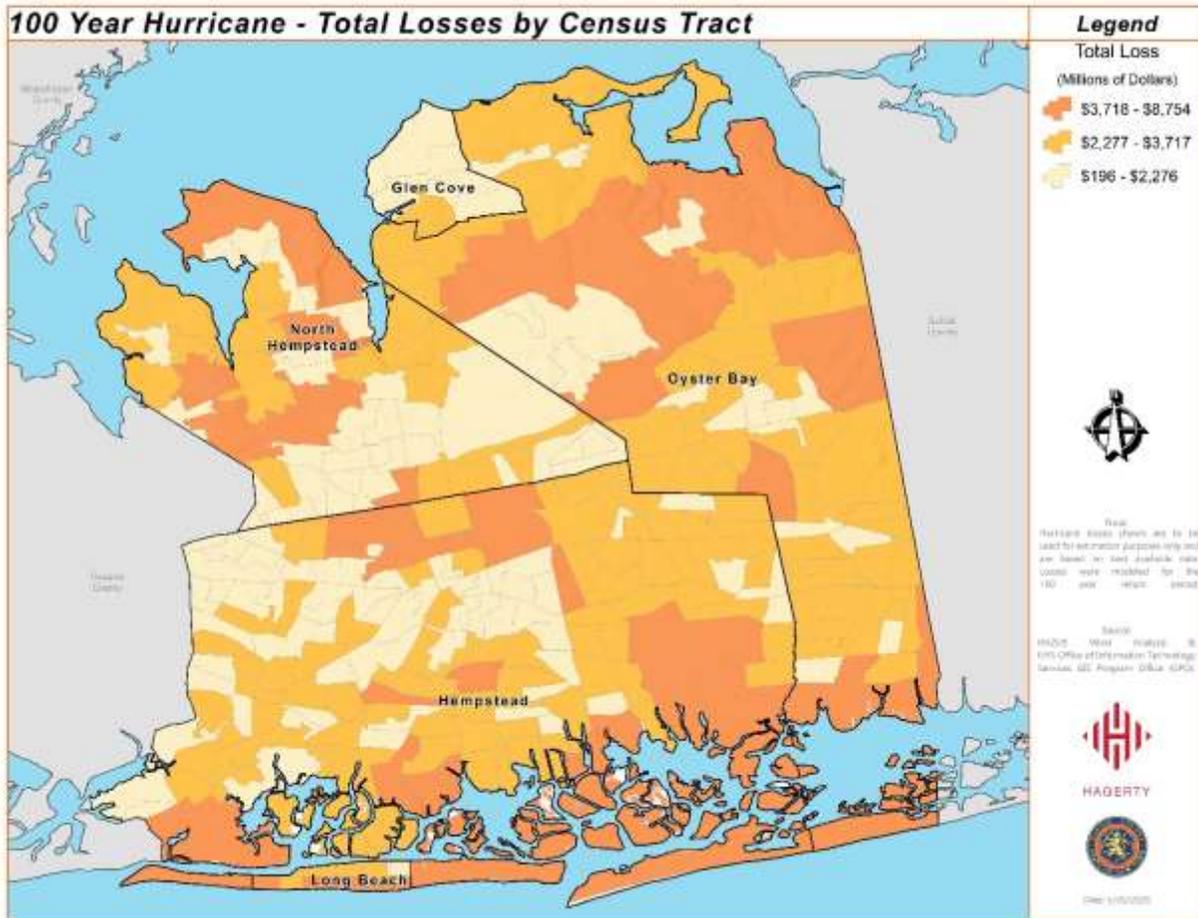
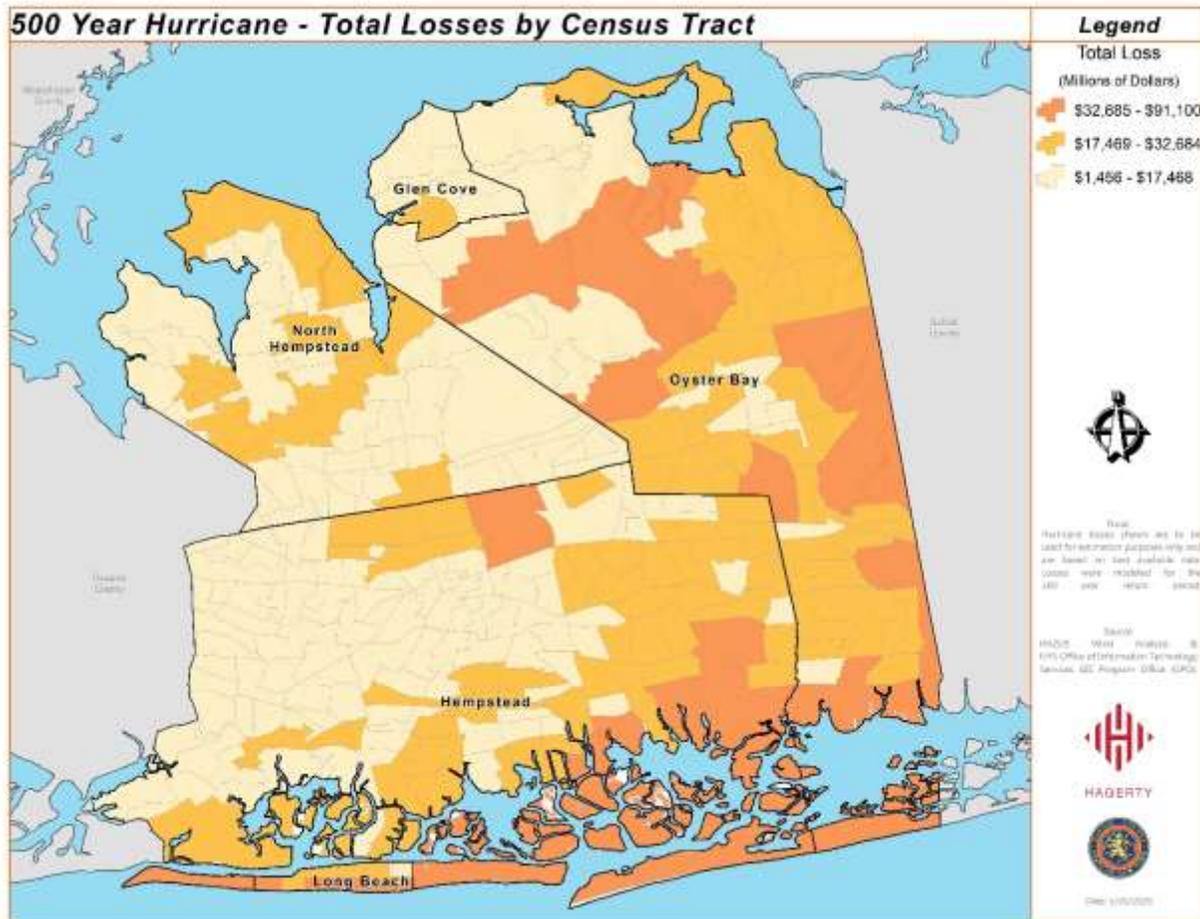


Figure 26 shows the areas in the County most likely to experience losses due to the 500 year scenario within Nassau County. Of the \$5 billion in estimated damages associated with the 500 year event, it is estimated that nearly \$4.7 billion dollars are a direct result of property damage, of which nearly 85% is related to residential dwellings.

Figure 26: Total Economic Losses from 500 year Hurricane Wind



4.9 Lightning

4.9.1 Characteristics

Lightning strikes occur when strong negative charges build up within a thunderstorm cloud and strong positive charges on the ground move up tall objects, such as buildings, trees, and telephone poles. A “stepped leader” (a negative charge descending from a thunderstorm cloud) then makes its way towards the ground, where it connects with the positive charge. That is when a bright flash of lightning (the “return stroke”) occurs (N. Y. Services 2019).

A lightning bolt can reach temperatures of approximately 50,000°F (NOAA n.d.). This extreme temperature causes the air surrounding the bolt to rapidly heat and expand, resulting in an explosive shockwave that we hear as thunder. Thunderstorms are dangerous storms that include lightning and can include powerful winds over 50 mph, create hail, and cause flash flooding and tornadoes (N. Y. Services 2019). There are four different types of lightning that can occur:

- **Cloud to Sky lightning** is a discharge jumping from a cloud into the surrounding sky.
- **Intra-Cloud lightning** occurs when oppositely charged centers within the same cloud ignite and cause a bright flash. This is the most common type of lightning.
- **Inter-Cloud lightning** occurs between oppositely charged areas of different clouds.
- **Cloud to Ground lightning** occurs when the negative charge of the bottom of a cloud travels to the positively charged ground below. It is the most dangerous to people and therefore the most researched.

4.9.2 Location and Extent

Given the nature of the hazards, all jurisdictions in Nassau County are equally likely to experience lightning. The extent of lightning events can be measured by the lightning activity level (LAL) outlined in **Table 21** (NOAA, Lightning Activity Level n.d.).

Table 21: Lightning Activity Level Extent Scale

Lightning Activity Level	Description
1	No thunderstorms
2	Isolated thunderstorms. Light rain will occasionally reach the ground. Lightning is very infrequent. One to five cloud to ground strikes in a five-minute period.
3	Widely scattered thunderstorms. Light to moderate rain will reach the ground. Lightning is infrequent, six to ten cloud to ground strikes in a five-minute period.
4	Scattered thunderstorms. Moderate rain is commonly produced. Lightning is frequent. 11 to 15 cloud to ground strikes in a five-minute period.
5	Numerous thunderstorms. Rainfall is moderate to heavy. Lightning is frequent and intense, greater than 15 cloud to ground strikes in a five-minute period.
6	Dry lightning (LAL 3 without rain). Lightning has the potential for extreme fire activity and is normally highlighted in fire weather forecasts with a Red Flag Warning.



4.9.3 Recent Occurrences

Between January 2010 and January 2020, Nassau County experienced nine significant⁷ lightning events across 12 different jurisdictions in the County (NCEI 2020). These recent occurrences caused injury to five individuals and property damage totaling \$73,5000 (NCEI 2020). **Appendix B** provides additional details on these hazard events.

4.9.4 Probability of Occurrence

The probability of occurrence for lightning in Nassau County is **likely**. Based on historic records, lightning events are expected more than once every five years (NCEI 2020). While research is inconclusive about how climate change will specifically impact lightning hazards. Research does suggest that thunderstorms will occur with greater frequency and severity which may have implications on the frequency of significant lightning.

4.9.5 Impacts and Vulnerability

According to the HAZNY risk assessment, lightning was not evaluated as a separate hazard. Lightning is a component of “Severe Storms” (i.e., thunderstorms), which were ranked a moderately high hazard in Nassau County. Additional details about the result of that assessment are summarized in the table below.

Severe Storm	
Rank	Moderately High
Potential Impact	Throughout a Small Region
Cascade Effects	Yes, Some Potential
Frequency	A Frequent Event
Onset	Several Hours Warning
Hazard Duration	Less Than One Day
Recovery Time	One to Two Days
Impact	<ul style="list-style-type: none">• Serious Injury or Death is Likely, but Not in Large Numbers• Severe Damage to Private Property• Severe Damage to Public Facilities

Nassau County is vulnerable to the impacts of lightning hazards primarily in terms of impact on **life, safety, and health** of the community and the **built environment**. The vulnerability of the community’s life, safety, and health increases as population density increases (N. Y. Services, Lightning 2019). While it has been reported only an average of 10% of people who are struck by lightning are killed, the other 90% are generally left with various degrees of disability). During the ten year period of analysis, Nassau County experienced five injuries related to lightning.

⁷ As defined by the NOAA Storm Events database.



The vulnerability of the built environment increases as the building density and the cost of the assets of the built environment increases. Lightning can strike and damage buildings and equipment. Lightning can therefore cause significant damage to infrastructure, critical facilities, and private property by igniting fires (N. Y. Services, Lightning 2019). Damage to the built environment can also impact communications and emergency response capabilities. During the ten year period of analysis, the County had about \$7,350 in annual loss per year. However, an individual incident in the County during this period caused as much as \$15,000 in damage (N. Y. Services, Lightning 2019).



4.10 Tornadoes

4.10.1 Characteristics

A tornado is a violently rotating column of air with winds ranging from 65 mph to more than 300 mph, usually attached to the base of a thunderstorm (NOAA, Tornado Definition n.d.). Typically, short-lived, these storms begin when high winds at ground level are slowed down by the friction of the earth's surface. A clear funnel begins to form when there is a change in wind speed or direction. As they pick up debris and dust, they acquire their grayish coloration (NOAA, Severe Weather 101: Types of Tornadoes n.d.). Due to typical weather patterns in Nassau County, most tornadoes advance west-to-east at an average speed of 30 mph (NOAA, Severe Weather 101: Tornado Basics n.d.).

4.10.2 Location and Extent

Given the nature of tornado hazards, all jurisdictions in Nassau County are equally likely to experience a tornado. The extent of a tornado is measured using the Enhanced Fujita Scale (EF Scale), shown in **Table 22**. The EF Scale is used to evaluate damage from a suspected tornado based on a set of 28 damage indicators and estimates wind speed based on this damage assessment (NOAA, The Enhanced Fujita Scale (EF Scale) n.d.). Tornadoes are typically considered “significant” when categorized as an EF2 or EF3 on the Enhanced Fujita Scale, and “violent” when categorized as EF4 and EF5.

Table 22: Enhanced Fujita Scale

EF Rating	Wind Speed (mph)	Damage
0	65 – 85	Light damage. Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over.
1	86 – 110	Moderate damage. Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.
2	111 – 135	Considerable damage. Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes completely destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off the ground.
3	136 – 165	Severe damage. Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations blown away some distance.
4	166 – 200	Devastating damage. Well-constructed houses and whole frame houses completely leveled; cars thrown; small missiles generated.
5	Over 200	Incredible damage. Strong frame houses leveled off foundations and swept away; automobile-sized missiles fly in excess of 109 yards; high-rise buildings have significant structural deformation; catastrophic impacts should be expected.



4.10.3 Recent Occurrences

In the past ten years, Nassau County has not recorded a tornado occurrence. Since 1950, eight tornados have been recorded in Nassau County, all of which have been EF0 and EF1 (Bansen 2019).

4.10.4 Probability

The probability of occurrence for tornados in Nassau County is **unlikely**. Based on historic records, tornadoes are expected to occur less than once every five years in the county (NCEI 2020). Current research is inconclusive about the potential influence of climate change on the frequency and severity of tornados in New York State. However, since the 2014 risk management assessment Nassau County is no longer considered among the highest risk counties in New York State (N. Y. Services, Tornado 2019).

4.10.5 Impacts and Vulnerability

According to the HAZNY risk assessment, tornados are ranked as a moderately low hazard in Nassau County. Additional details about the result of that assessment are summarized in the table below.

Tornados	
Rank	Moderately Low
Potential Impact	Several Individual Locations
Cascade Effects	Yes, Some Potential
Frequency	A Regular Event
Onset	Several Hours Warning
Hazard Duration	Less Than One Day
Recovery Time	Three Days to One Week
Impact	<ul style="list-style-type: none">• Serious Injury or Death is Likely, but Not in Large Numbers• Severe Damage to Private Property• Severe Damage to Public Facilities

Nassau County is vulnerable to the impacts of tornados primarily in terms of impact on **life, safety, and health** of the community and the **built environment**. This vulnerability is highly dependent on the location of tornado incident. In areas with increased development and population damage, there is a much higher likelihood of impacts to the County. Tornados can damage public and private property, placing a financial and operational burden not only on the state at large, but also on local government and resources. Losses can extend from infrastructure damage to the interruption of services and the general economy, including critical infrastructure (N. Y. Services, Tornado 2019). Based on projections provided in the New York State Hazard Mitigation Plan based on historic occurrences, tornados are estimated to cause an annual average of \$49,000 in damage to Nassau County (N. Y. Services 2019).



4.11 Severe Winter Weather

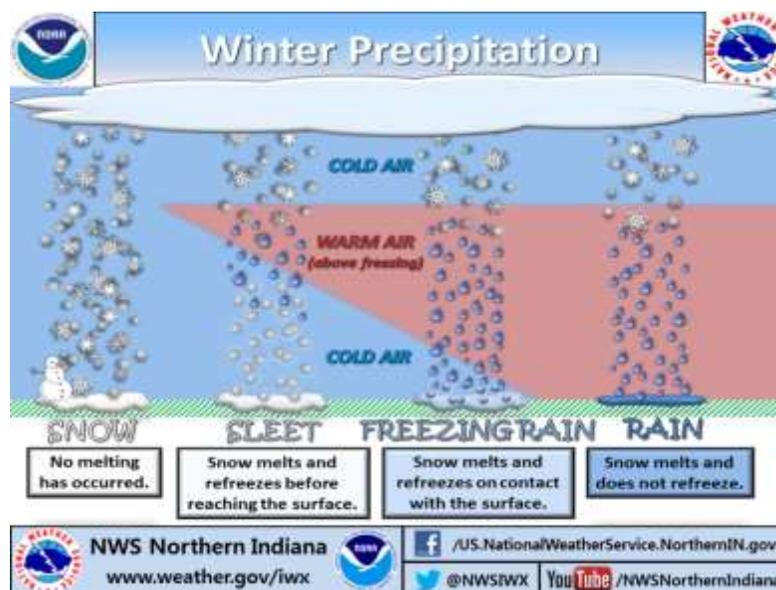
4.11.1 Characteristics

Severe winter weather is characterized by one or more of the following hazards: snow, blizzards, sleet, freezing rain, and extreme cold (NOAA, Severe Weather 101: Winter Weather n.d.). Extreme cold is discussed further in the **Extreme Temperatures** section. Strong low pressure systems move across the United States during winter months and bring severe winter weather to the Northeast. Nor'easters are a type of coastal winter storm that occurs along the East Coast of North America, between the months of September and April, and is known for causing damaging winds, storm surges, coastal erosion, and significant snow accumulations in Nassau County.

Different types of freezing precipitation are discussed below and in **Figure 27**.

- **Snow:** Snow forms when precipitation freezes in cold wintertime clouds. Snowflakes are ice crystals that cling to each other as they fall to the ground. If the air temperature remains at or below 32 degrees F from the cloud base to the ground, the precipitation will continue to fall as snow.
- **Blizzards:** Blizzards are snow events with winds that exceed 35 mph, blowing snow and sometimes reducing visibility to a quarter mile or less.
- **Sleet:** When snowflakes only partially melt after falling through a shallow layer of warm air, sleet occurs. These slushy drops refreeze as they then fall through a deep layer of freezing air above the surface, and eventually reach the ground as frozen rain drops that bounce on impact.
- **Freezing Rain:** Freezing rain occurs when snowflakes descend into a warmer layer of air and melt completely. When these liquid water drops fall through another thin layer of freezing air just above the surface, they do not have enough time to refreeze completely before reaching the ground, resulting in freezing rain. When freezing rain significantly accumulates for several hours it is called an ice storm.

Figure 27: Types of Winter Precipitation



4.11.2 Location and Extent

Given the large geographic footprint of winter storms, all jurisdictions in Nassau County are equally likely to experience severe winter weather. The Northeast Snowfall Impact Scale (NESIS) is one way that the extent of severe winter weather is measured (NOAA, Regional Snowfall Index n.d.). The index, shown in **Table 23**, differs from other meteorological indices in that it uses population information in addition to meteorological measurements. Scores are a function of the area affected by the snowstorm, the amount of snow, and the number of people living in the path of the storm.

Table 23: Northeast Snowfall Impact Scale

Category	Description	NESIS Range	Definition
1	Notable	1.0 – 2.49	These storms are notable for their large areas of 4 inch accumulations and small areas of 10 inch snowfall.
2	Significant	2.5 – 3.99	Includes storms that produce significant areas of greater than 10 inches of snow while some include small areas of 20 inch snowfalls. A few cases may even include relatively small areas of very heavy snowfall accumulations (greater than 30 inches)
3	Major	4.0 – 5.99	This category encompasses the typical major Northeast snowstorm, with large areas of 10 in. snows (generally between 50,000 and 150,000 square miles, roughly 1–3 times the size of New York State, with significant areas of 20 inch accumulations.
4	Crippling	6.0 – 9.99	These storms consist of some of the most widespread, heavy snows of the sample and can be best described as crippling to the northeast U.S, with the impact to transportation and the economy felt throughout the United States. These storms encompass huge areas of 10 inch snowfalls, and each case is marked by large areas of 20 inches and greater snowfall accumulations.
5	Extreme	10+	The storms represent those with the most extreme snowfall distributions, blanketing large areas and populations with snowfalls greater than 10, 20, and 30 inches. These are the only storms in which the 10 inch accumulations exceed 200,000 square miles and affect more than 60 million people.



The Dolan-Davis Nor'easter Intensity Scale, shown in **Table 24**, is one method used to measure the extent of nor'easter, a common type of winter storm that impacts Nassau County (County 2010). The extent of nor'easters is challenging to measure, but the Dolan-Davis Nor'easter Intensity Scale considers storm magnitude in terms of beach and coastal deterioration.

Table 24: The Dolan-Davis Nor'easter Intensity Scale

Storm Class	Description	Beach Erosion	Dune Erosion	Overwash	Property Damage
1	Weak	Minor changes	None	No	No
2	Moderate	Modest; mostly to lower beach	Minor	No	Modest
3	Significant	Erosion extends across the beach	Can be significant	No	Loss of many structures at local level
4	Severe	Severe beach erosion and recession	Severe dune erosion or destruction	On low beaches	Loss of structures at community level
5	Extreme	Extreme beach erosion	Dunes destroyed over extensive areas	Massive in sheets and channels	Extensive at regional scale; millions of dollars

4.11.3 Recent Occurrences

Between January 2010 and January 2020, Nassau County experienced 32 reported winter weather events resulting in one death and 129 injuries. The worst winter storm event to impact Nassau County in terms of injuries occurred on January 10, 2014. A storm brought widespread freezing rain across Long Island causing dozens of motor-vehicle accidents and 129 injuries in Nassau County (NCEI 2020). No crop or property damage was recorded in association with these events. **Appendix B** provides additional details on these hazard events.

4.11.4 Probability

The probability of occurrence for severe winter weather in Nassau County is **highly likely**. Based on historic events, severe winter weather is expected multiple times annually. Research suggests that climate change is fueling an increase in the intensity winter storms because the atmosphere now holds more moisture, driving heavier than normal precipitation and snowfall accumulation (Communication 2011). Additionally, researchers attribute winter weather whiplash, a sudden shift from one set of weather conditions to another, to climate change (Harvey, How Climate Change May Affect Winter 'Weather Whiplash' 2019).



4.11.5 Impacts and Vulnerability

According to the HAZNY risk assessment, severe winter weather is ranked a moderately high hazard in Nassau County. Additional details about the result of that assessment are summarized in the table below.

Severe Winter Weather	
Rank	Moderately High
Potential Impact	Throughout a Large Region
Cascade Effects	Yes, Some Potential
Frequency	A Frequent Event
Onset	Several Days Warning
Hazard Duration	Two to Three Days
Recovery Time	Three Days to One Week
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Likely, but Not in Large Numbers • Little or No Damage to Private Property • Moderate Damage to Public Facilities

Severe winter storms can cause extensive impacts to the County, fundamentally to the **life, safety, and health** of the community and the **built environment**. Winter storms contribute to hundreds of deaths that are difficult to calculate and impossible to attribute specifically to the hazard. Examples of these types of deaths include automobile accidents caused by icy roads, heart attacks while shoveling snow, or hypothermia from prolonged exposure to the cold.

Moreover, winter storms can cause extensive damage to critical infrastructure. Utilities may be disrupted, causing life safety issues. Transportation may be interrupted causing detours, delays, and cancellation of mass transportation.

Severe winter storms can also cause property damage. High winds, heavy snow, and ice can topple over trees. The paint may chip on the siding of home after years of exposure to snow and ice. Overtime, chipping can lead to water intrusion and damage.

The County’s **economy** is vulnerable to the cascading impacts of the hazard event. Severe winter weather can create the inability to commute to work, conduct business operations, purchase goods or services; in addition to the cost of snow removal and damage repairs (Directorate 2014).



4.12 Straight-Line Wind

4.12.1 Characteristics

Wind occurs when air moves from high to low pressure. Pressure differences result from the uneven heating of Earth’s surface that causes differences in temperature. Straight-line winds are produced by the downward momentum in the downdraft region of a thunderstorm and distinguished from tornadic wind by the lack of rotation. Straight-line winds are commonly associated with hurricanes and nor’easters. **Table 25** outlines different types of straight-line winds (NOAA, Severe Weather 101: Types of Damaging Winds n.d.).

Table 25: Straight-line Wind Types

Type	Description
Downdraft	A small-scale column of air that rapidly sinks toward the ground.
Downburst	Downburst is the general term for all localized strong wind events that are caused by a strong downdraft within a thunderstorm. Downbursts can be categorized as macrobursts when they are greater than 2.5 miles across and microbursts when they are less than 2.5 miles across.
Gust front	The leading edge of rain-cooled air that clashes with warmer thunderstorm inflow. Gust fronts are characterized by a wind shift, temperature drop, and gusty winds out ahead of a thunderstorm. Sometimes the winds push up air above them, forming a shelf cloud or detached roll cloud.
Derecho	Widespread, long-lived windstorm that is associated with a band of rapidly moving showers or thunderstorms. A typical derecho consists of numerous microbursts, downbursts, and downburst clusters. If the wind damage swath extends more than 240 miles (about 400 kilometers) and includes wind gusts of at least 58 mph (93 km/h) or greater along most of its length, then the event may be classified as a derecho.

4.12.2 Location and Extent

Straight-line winds can occur anywhere in Nassau County; therefore, all jurisdictions are equally likely to experience this hazard. Generally, straight-line winds are considered severe when they meet or exceed 58 mph.⁸ Furthermore, the extent of straight-line wind can be measured utilizing the Beaufort Scale, shown in **Table 26** (Beaufort wind scale n.d.). Current research has determined that nationwide, the wind speed of significant wind events has increased since 2010 (Harvey, The World's Winds Are Speeding Up 2019).

⁸ Per the National Weather Service.



Table 26: Beaufort Scale

Grade	Kind of wind	Knots	Km/h	Effects	Height of waves (meters)
0	Calm	<1	<1	Smoke rises vertical	-
1	Very light	1-3	1-5	The wind bends smoke	0.1
2	Light breeze	4-6	6-11	It can be felt on face	0.2 – 0.3
3	Gentle breeze	7-10	12-19	It shakes leaves	0.6 – 1.0
4	Moderate breeze	11-16	20-28	It lifts dust and papers	1.0 – 1.5
5	Fresh breeze	17-12	29-38	It shakes branches	2.0 – 2.5
6	Strong breeze	22-27	39-49	It shakes big branches	3.0 – 4.0
7	Near gale	28-33	50-61	It impedes walking	4.0 – 5.5
8	Gale	34-40	62-74	It shakes big trees	5.5 – 7.5
9	Strong gale	41-47	75-88	Chimney pots and slate removed	7.0 – 10.0
10	Storm	48-55	89-102	It uproots trees	9.0 – 12.5
11	Violent Storm	56-63	103-117	Serious devastation	11.5 – 16.0
12	Hurricane	> 64	>118	Very serious catastrophes	>14

4.12.3 Recent Occurrences

Between January 2010 – January 2020, Nassau County reported 75 significant⁹ straight-line wind events (NCEI 2020). These recent occurrences caused injury to three individuals and property damage totaling \$1,572,000 (NCEI 2020). **Appendix B** provides additional details on these hazard events.

4.12.4 Probability

The probability of occurrence for significant straight-line wind hazards in Nassau County is **highly likely**. High wind hazards are expected to occur in the County more than once per year.

4.12.5 Impacts and Vulnerability

According to the HAZNY risk assessment, straight-line wind was not evaluated as a separate hazard. Straight-line wind is a component of “Severe Storms” (i.e., thunderstorms), which were ranked a moderately high hazard in Nassau County. Additional details about the result of that assessment are summarized in the table below.

⁹ As defined by the NOAA Storm Events database.



Severe Storm	
Rank	Moderately High
Potential Impact	Throughout a Small Region
Cascade Effects	Yes, Some Potential
Frequency	A Frequent Event
Onset	Several Hours Warning
Hazard Duration	Less Than One Day
Recovery Time	One to Two Days
Impact	<ul style="list-style-type: none"> • Serious Injury or Death is Likely, but Not in Large Numbers • Severe Damage to Private Property • Severe Damage to Public Facilities

Nassau County is vulnerable to the impacts of wind hazards primarily in terms of impact on the **life, safety, and health** and **built environment**. Extreme winds pose a significant threat to lives, property, and vital utilities due to flying debris, such as rocks, lumber, fuel drums, sheet metal and loose gear of any type that can be picked up by the wind and hurled with great force.

Vulnerability increases in areas that have more structures of light construction, particularly manufactured homes, which suffer more damage from high winds. Moreover, older buildings, especially those that were built prior to when the County adopted modern building codes, are susceptible to damage from straight-line winds. These buildings are less likely to have enough design to mitigate wind damage. Even structurally sound buildings can suffer costly damage with potential for secondary impacts, such as broken windows (N. Y. Services, Wind 2019).

Extreme winds also down trees and power lines, often resulting in power outages across an affected area (N. Y. Services, Wind 2019). During the ten year period of analysis, straight-line winds have caused about \$19,700 in annual losses in Nassau County. However, one event during this time period caused about \$100,000 in damage (N. Y. Services, Wind 2019).



5 Capability Assessment

This section summarizes the capabilities that Nassau County has in place that can support hazard mitigation. These capabilities include plans, ordinances, staff, financial resources, and program participation. This Capability Assessment was used to help drive the identification and development of the projects presented in the Mitigation Strategy to make sure that they are appropriate in scope and achievable to implement. Capability assessments specific to the participating jurisdictions of this multi-jurisdictional Plan are available in the Jurisdictional Annexes.

5.1 Progress after Superstorm Sandy

After Superstorm Sandy, the capabilities of Nassau County and the cities, towns, and villages within Nassau County have increased related to disaster management and hazard mitigation. Superstorm Sandy devastated Nassau County, causing over \$1 billion in damage to infrastructure and over 35,000 residents requesting FEMA assistance. Due to the storm, these jurisdictions have extensively utilized various funding streams, including the FEMA's Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) as well as funding from the Governor's Office of Storm Recovery (GOSR).

Specifically, Nassau County's Department of Public Works has led the way in understanding risk to the County's infrastructure that was exposed from Superstorm Sandy. Since then there has been extensive work to mitigate risk, including:

- West Shore Road and seawall repair in Bayville
- Emergency generator elevation for Bayville and Long Beach Bridges
- Purchase of portable traffic signal trailers for use throughout the County
- Purchase of portable message sign trailers for use throughout the County
- Purchase of emergency generator trailers for use throughout the County
- Purchase of traffic camera trailers for use throughout the County
- Purchase of highway advisory radios for use in the County
- Purchase of incident management response trailers for use in the County
- Traffic signal infrastructure improvements
- Signal Management System upgrades
- Restoration of Bay Park in East Rockaway
- Hardening of North Woodmere Park and Wantagh Park
- Restoration of Bay Park Wastewater Treatment Plant and Sewage Pumping Stations
- Barnes Avenue/Third Place sanitary sewer overflow mitigation in the Villages of Baldwin and Hempstead

Specific mitigation related projects implemented after Super Storm Sandy are also included in the Jurisdictional Annexes.



5.2 Legal and Regulatory Capabilities

Legal and regulatory capabilities are assessed during the mitigation planning process in order to understand the County’s framework for implementing a diverse range of mitigation actions. Moreover, legal and regulatory capabilities can often in and of themselves be mitigation actions, by strategically guiding development and planning for the future.

Legal and regulatory capabilities that can support mitigating risk to a community include:

- Access and functional needs plans
- Building codes
- Capital improvement plans
- Climate action plans
- Community development plans
- Comprehensive plans
- Master plans
- Economic development plans
- Emergency response plans
- Floodplain management plans
- Growth management plans
- Flood damage prevention ordinances
- Open space plans
- Post disaster recovery ordinances
- Post disaster recovery plans
- Real estate disclosure requirements
- Resilience plans
- Site plan review requirements
- Small area development plans
- Special purpose ordinances
- Stormwater management plans
- Subdivision ordinances
- Transportation plans
- Zoning ordinances

The purpose of this piece of the assessment is not to evaluate the County based on these potential capabilities but rather to understand the capabilities the County currently has to help guide and prioritize future planning efforts. **Table 27** lists the existing legal and regulatory capabilities that the County has that support mitigation. Specific capabilities of individual jurisdictions are listed in the Jurisdictional Annexes.

Table 27: Nassau County’s Existing Legal and Regulatory Capabilities

Regulatory Tool	Details
2017 Comprehensive Emergency Management Plan (CEMP)	Operational plan to outline how the Nassau County will manage an emergency.
2010 Nassau County Master Plan	The Master Plan is a policy framework for Nassau County that sets goals and actions for how jobs, places, and infrastructure will grow and improve to prosper on the road to 2030 and beyond.
Departmental COOP Protocols, 2020	Nassau County underwent a comprehensive continuity of operations planning effort with Nassau County government departments.
Environmental Review	Section §1611 of the County Charter charges the Nassau County Planning Commission with providing a State Environmental Quality Review Act (SEQRA) recommendation to the County Legislature or the County Executive regarding certain actions of the County. The



Regulatory Tool	Details
	Legislature or the Executive then uses that recommendation to act as Lead Agent under the State Environmental Quality Review Act (SEQRA).
Nassau Inter-County Express (NICE) Plan	Countywide plan for transportation and transit across Nassau County.
Subdivision Review	Nassau County has jurisdiction over the subdivision of land within the unincorporated portions of the Towns of Hempstead, North Hempstead and Oyster Bay. On average, the Nassau County Planning Department will review 120-140 subdivision applications over the course of a year.
2005 - 2030 Regional Transportation Plan	This plan lays out the Region's transportation needs and desires over a minimum twenty year period to provide a continuing, coordinated, comprehensive transportation planning process while assuring air quality. The Planning Department participates in NYMTC's Working Groups needed to support the RTP.
Zoning Referral	New York State General Municipal Law Section 239m requires that municipalities refer certain proposed actions to the Nassau County Planning Commission for its recommendation, including the adoption of Comprehensive Plans and Master Plans or any Plan with land use planning implications; approval of site plan; and boundary of any city, village, or town. A comprehensive list can be found on the Nassau County Planning Department's website.
U.S. Housing and Urban Development (HUD) 5-Year Consolidated Plan (2014 – 2019)	This Plan strategizes for the effective use of funding to address the revitalization needs of the 31 member Urban County Consortium.



5.3 Administrative and Technical Capabilities

Administrative and technical capabilities are assessed during the mitigation planning process in order to understand the County’s capability to planning for and implement mitigation projects. This assessment also helps to highlight the additional support that may be needed to partake in certain mitigation activities. The specific capabilities of Nassau County and participating jurisdictions are listed in the Jurisdictional Annexes.



5.4 Fiscal Capabilities

Fiscal capabilities are assessed during the mitigation planning process in order to gain perspective on how projects outlined in the Mitigation Strategy can be immediately funded or funded in the future. Fiscal capabilities that can support mitigating risk to a community include:

- Ability to incur debt through general obligation bonds
- Ability to incur debt through private activity bonds
- Ability to incur debt through special tax bonds
- Authority to levy taxes for specific purposes
- Capital Improvements Project Funding
- Authority to withhold public expenditures in hazard prone areas
- Authority to utilize user fees for utility services
- Community Development Block Grants (CDBG)
- Impact fees for home buyers and/or developers
- State and federal mitigation grant programs

Table 28 lists the existing fiscal capabilities that the County has that support mitigation. Specific capabilities of individual jurisdictions are listed in the Jurisdictional Annexes.

Table 28: Nassau County's Existing Fiscal Capabilities

Fiscal Tool	Details
Community Development Block Grants (CDBG)	The Nassau Urban County Consortium is an entitlement community under the CDBG program. The CDBG program provides housing to support housing and community development in low-income and vulnerable communities.
Flood Mitigation Assistance (FMA) Program	The FMA program is a fiscal capability available to Nassau County to reduce flood risk. The County has obtained funding through the program for both riverine and coastal elevation projects.
Hazard Mitigation Grant Program (HMGP)	The HMGP program is a fiscal capability available to Nassau County. The HMGP supports communities in implementing long-term risk reduction measures post-disaster.
Pre-Disaster Mitigation (PDM) Grant Program / Building Resilient Infrastructure and Communities (BRIC)	The PDM grant program is a fiscal capability to Nassau County. The County obtained a grant through the program to fund the development of this plan update and has obtained funds previously for elevations and other infrastructure protection measures through the program. In 2020, the PDM program was replaced by FEMA's new BRIC program.



5.5 Community Classification Assessment

Community classifications are assessed during the mitigation planning process in order to gain a better understanding of what the County is already doing to promote risk reduction. Additionally, certain community classifications can influence other capabilities listed previously in this document. Community classifications that can support mitigating risk to a community include:

- Building Code Effectiveness Grading Schedule (BCEGS)
- Public Protection Classification Program
- Community Rating System (CRS)
- Climate Smart Communities Program

Table 29 lists the existing fiscal capabilities that the County has that support mitigation. These classifications generally pertain to local communities and are listed in the Jurisdictional Annexes.

Table 29: Nassau County's Community Classifications

Classification	Details
Climate Smart Communities Program	<p>On January 2, 2020 Nassau County passed a resolution to participate in the New York State Department of Environmental Conservation's (NYSDEC's) Climate Smart Communities Program. This program aims to provide technical support to local jurisdictions to reduce greenhouse gas emissions and mitigate / adapt to the impacts of climate change.</p> <p>Eight municipalities in Nassau County have taken the Climate Smart Communities pledge, including:</p> <ul style="list-style-type: none"> • Town of Hempstead • Town of North Hempstead • Town of Oyster Bay • Village of East Rockaway • Village of Great Neck Plaza • Village of Sea Cliff • Village of Woodsburgh • Nassau County <p>The City of Long Beach has a Bronze Certification in the Program.</p>
StormReady Communities	<p>The StormReady program is run by the National Oceanic and Atmospheric Administration's (NOAA's) National Weather Service (NWS) to support community preparedness to extreme weather. Nassau County is a StormReady Community.</p>



5.6 National Flood Insurance Program Summary

The National Flood Insurance Program (NFIP) was created in 1968 to provide an incentive to communities that enact and enforce regulations that regulate development in floodplain areas through federally backed, affordable, flood insurance to residents and business owners in those communities. The NFIP is administered by FEMA.¹⁰ Flood insurance through the NFIP is only available to those in communities that participate in the program. In Nassau County, the NFIP is administered at the local level. Each village, town, and city that participates in the NFIP has adopted a floodplain management ordinance that stipulates how floodplain management will be enforced. Details about how each jurisdiction oversees and maintains their participation in the NFIP can be found in the Jurisdictional Annexes.

5.7 Planning for Displaced Residents

5.7.1 Intermediate Housing Needs

The New York State Mitigation Planning Guide requires that viable parcels of land be pre-identified for use if a disaster causes significant damage to residences and temporary housing is needed. Nassau County analyzed Real Property Tax Parcels throughout the County against the following list of criteria to ensure their safety and viability to accommodate temporary housing:

- Outside the 100-year floodplain, as identified on FEMA's flood insurance rate maps;
- Utilities available (e.g., water and electric);
- Ingress and egress;
- Parcel size – larger than one acre; and
- Publicly owned, ideally, though privately owned sites also considered.

Through this analysis, the County identified the **greater Hub region of Nassau County** as an area that could potentially be used to site temporary housing. This area is desirable because it contains several County-owned properties (e.g., Nassau County Community College) that would allow the County to more easily facilitate a temporary housing mission. Many of the large parking lots in this area are close to utilities and could provide ideal locations to place temporary housing. In addition, a shelter and disaster resource center could be opened in the greater Nassau Hub region in the event of a disaster. Co-locating temporary housing may be advantageous from a logistics and public information perspective. This area is easily accessible by car and has several mass transportation options available as well. The County will conduct a more detailed planning effort in the future to further scope out the potential needs for temporary housing and examine how sites in and/or outside of the greater Nassau Hub region could be used to address this need.

¹⁰ FEMA, 2020. Flood Insurance. Retrieved at: <https://www.fema.gov/national-flood-insurance-program>.



5.7.2 Long-Term Permanent Housing Needs

In the event of a severe flooding event, structures currently located in the special flood hazard area may need to be relocated and rebuilt. Nassau County is highly developed with minimal to no vacant land that is viable for construction (i.e., not in a floodplain or wetland). Therefore, the County analyzed the number of residential parcels that are not located in a 100-year floodplain, as identified by FEMA. **Table 30** summarizes the properties that the County would have to work with outside the high-risk area. Strategies for long-term housing relocation would need to include home buyouts and a further examination of the subdivision and rezoning of previously developed property to allow for higher density development. Exploration of this approach would consider proven current technologies that would assist in the County's focus on risk reduction in all communities.

Table 30: Summary of Residential Parcels Outside the 100-Year Floodplain

Jurisdiction	Number of residential parcels	Total acreage of residential parcels
Atlantic Beach, Village of	28	3
Baxter Estates, Village of	229	58
Bayville, Village of	1455	352
Bellerose, Village of	349	46
Brookville, Village of	641	1630
Cedarhurst, Village of	1149	183
Centre Island, Village of	155	436
Cove Neck, Village of	101	542
East Hills, Village of	2279	852
East Rockaway, Village of	1814	308
East Williston, Village of	830	202
Farmingdale, Village of	1798	330
Floral Park, Village of	4394	487
Flower Hill, Village of	1480	654
Freeport, Village of	5437	960
Garden City, Village of	6465	1421
Glen Cove, City of	6323	1902
Great Neck Estates, Village of	2540	482
Great Neck Plaza, Village of	826	306
Great Neck, Village of	143	18
Hempstead, Town of	122057	18669
Hempstead, Village of	7412	993



Jurisdiction	Number of residential parcels	Total acreage of residential parcels
Hewlett Bay Park, Village of	137	158
Hewlett Harbor, Village of	257	164
Hewlett Neck, Village of	108	65
Island Park, Village of	29	4
Kensington, Village of	321	100
Kings Point, Village of	1278	1320
Lake Success, Village of	824	300
Lattingtown, Village of	592	1440
Laurel Hollow, Village of	596	1331
Lawrence, Village of	1159	449
Long Beach, City of	67	8
Lynbrook, Village of	5024	657
Malverne, Village of	2985	408
Manorhaven, Village of	1270	138
Massapequa Park, Village of	5568	878
Matinecock, Village of	262	1025
Mill Neck, Village of	361	1122
Mineola, Village of	4542	524
Munsey Park, Village of	836	212
Muttontown, Village of	1080	2043
New Hyde Park, Village of	2819	301
North Hempstead, Town of	27575	4586
North Hills, Village of	801	276
Old Brookville, Village of	757	1872
Old Westbury, Village of	1078	2822
Oyster Bay Cove, Village of	723	1873
Oyster Bay, Town of	68119	14418
Plandome Heights, Village of	407	186
Plandome Manor, Village of	314	78
Plandome, Village of	245	146
Port Washington North, Village of	712	115
Rockville Centre, Village of	5915	1056
Roslyn Estates, Village of	434	136



Jurisdiction	Number of residential parcels	Total acreage of residential parcels
Roslyn Harbor, Village of	404	192
Roslyn, Village of	355	355
Russell Gardens, Village of	242	63
Saddle Rock, Village of	266	91
Sands Point, Village of	846	1502
Sea Cliff, Village of	1633	384
South Floral Park, Village of	402	46
Stewart Manor, Village of	658	78
Thomaston, Village of	644	144
Upper Brookville, Village of	559	1784
Valley Stream, Village of	9196	1092
Westbury, Village of	3747	684
Williston Park, Village of	2153	234
Woodsburgh, Village of	192	101
Total:	326397	77796

5.8 Planning for Evacuation and Sheltering

Nassau County’s *Coastal Storm Plan* outlines the viable evacuation routes in the event of a coastal storm. The County also maintains a Hurricane Preparedness Section on the Nassau County OEM website that includes a link to the evacuation routes.

- Hurricane Evacuation Routes: <https://www.nassaucountyny.gov/2931/Hurricane-Evacuation-Routes>

Information about the types of shelters and accommodations available to Nassau County residents during the time of an emergency can be found here on the Nassau County OEM website:

- Shelter Information: <https://www.nassaucountyny.gov/1627/Emergency-Preparedness>

The County has taken steps to analyze that all Coastal Storm shelters are located outside of the flood zones. A list of these shelters is included as part of a redacted appendix to this Plan. The County does not publicly post the full list of shelter locations because these locations are only opened based on the event. The County does not want people to assume that all the shelters will always be opened. In the event of an emergency, the County will publicly post information about shelter locations as they are opened at the following link:

- Hurricane Evacuation Shelters: <https://www.nassaucountyny.gov/1633/Hurricane-Evacuation-Shelters>



6 Mitigation Strategy

This section presents the Mitigation Strategy for the Nassau Hazard Mitigation Plan. **Figure 28** below summarizes the different components of the Mitigation Strategy: the goals of the County's Mitigation Program, the review and development of mitigation action plans, and the implementation strategy. Nassau County's mitigation actions are presented in this section of the plan. Actions for each of the participating jurisdictions can be found in their respective Jurisdictional Annex. It is through these actions that Nassau County and its jurisdictions aim to reduce long-term exposure and losses to the natural hazards reviewed in the Risk Assessment.

Figure 28: Summary of Mitigation Strategy



6.1 Mitigation Strategy Goals

The Mitigation Strategy Goals are the mitigation targets that the Planning Committee defined for the 2021 Nassau County Hazard Mitigation Plan Update. These goals outline the mitigation priorities that the County and its jurisdictions will address over the next five years. The Planning Committee, in coordination with the Steering Committee, reviewed and adjusted the 2014 Mitigation Goals to better align with the current priorities of the County and its jurisdictions. Changes in development and increased hazard risk informed many of the adjustments made.

- **Goal 1:** Build stronger by promoting mitigation actions that emphasize sustainable construction and design measures to reduce or eliminate the impacts of natural hazards now and in the future.
- **Goal 2:** Build and support local capacity to prepare for, respond to, and recover from disasters.
- **Goal 3:** Protect existing property including public, historic, private structures, state-owned/operated buildings, and critical facilities and infrastructure.
- **Goal 4:** Increase awareness of hazard risk and mitigation capabilities among stakeholders, citizens, elected officials, and property owners to enable the successful implementation of mitigation strategies.
- **Goal 5:** Develop and implement long-term, cost effective, and resilient mitigation projects to preserve or restore the functions of natural systems.
- **Goal 6:** Improve coordination between land use and redevelopment planning to encourage safe, economically sound investments.



6.2 Mitigation Strategy Development

This section discusses the approach taken to develop the Plan's Mitigation Strategy, including the Planning Committee's process of reviewing the previous plans actions and developing new actions to address changes in risk. Nassau County's mitigation actions are discussed and summarized in this section of the plan. The actions for each of the participating jurisdictions can be found in their corresponding Jurisdictional Annex.

6.2.1 Updates to the 2014 Mitigation Action Plan

As a part of the hazard mitigation planning process, the Planning Committee members who participated in the 2014 plan reviewed the 2014 Mitigation Action Plan to report on the status of each action and evaluate these actions in light of current and emerging priorities. As detailed in the **Planning Process**, the structure of the Planning Committee has changed significantly compared to the 2014 plan.

For this plan update, Nassau County's municipal governments (i.e., 2 cities, 3 towns, and 64 villages) were invited to participate as adopting jurisdictions. As much as possible, actions from the 2014 plan that were provided by special-purpose local governments (e.g., school districts, special districts) or non-profit entities were assigned to a municipal government based on their geographic location, or to the County. The County and its municipalities are not responsible for the projects from these entities or for pursuing grants for these projects. Nassau County and its municipalities contacted these entities to try to obtain a status update for these actions. A status update is provided where responses were received. This approach was taken to leverage local ties to more effectively update the previous plan's actions.

The County's updates to the 2014 mitigation actions can be found in the Nassau County Jurisdictional Annex. The 2014 mitigation actions were used as a foundation for the development of the 2020 Nassau County Mitigation Action Plan. Assessing and evaluating previous elements of the mitigation strategy helps keeps this Plan up-to-date, supports creativity in mitigation practice, and supports the development of an appropriate and effective mitigation strategy.



6.2.2 Identification of Mitigation Actions

In order to develop the 2020 Mitigation Action Plan, Planning Committee members reviewed their 2014 actions (if applicable), developed their 2020 Mitigation Action Plan, and completed at least two NYS DHSES mitigation action worksheets. Once these materials were completed, Nassau County and each participating jurisdiction had a one-on-one consultation call with Hagerty Consulting to discuss their mitigation strategy, the appropriateness of actions, and the completeness of the submitted documentation for the Plan. On these calls, jurisdictions voiced challenges with securing funding for mitigation and having limited staff capacity to manage a mitigation program alongside the ongoing disaster response to COVID-19. The Planning Committee will continue mitigation-focused discussions as they convene throughout the coming years, including considerations for undeveloped land and open space. As the Planning Committee moves forward with implementing their mitigation actions, they will continue to share ideas and resources with each other to support the identification of funding and building capacity.



6.3 2020 Nassau County Mitigation Action Plan

This section presents an explanation of the Nassau County’s 2020 Mitigation Action Plan in **the County Annex**. The action plan contains the following information as specifically as possible to support project implementation:

- Project Name and Number:** The project name and number are unique for each project (action). The mitigation actions in the 2014 plan were not numbered; a new numbering system has been implemented for this Plan update.
- Goal being met:** Each action must be consistent with one or more of the goals identified in the Plan.
- Hazard to be mitigated:** The hazard(s) to be mitigated by this action.
- Description of the Problem:** A brief description of hazard’s impact to the community, including damages and/or potential damages.
- Description of the Solution:** A brief description of the proposed project, including location and scope of work of mitigation action (including studies/assessments required or already performed).
- Critical Facility:** Is this project related to a critical facility?
- EHP Issues:** Will this project require an Environmental and Historic Preservation (EHP) related review and/or permitting?
- Estimated Timeline:** The time required for completion of the project upon implementation.
- Lead Agency:** The lead agency or department responsible for implementation.
- Estimated Costs:** The estimated cost for implementation. Rough dollar figures are included where possible.
- Estimated Benefits:** A description of the estimated benefits, either quantitative and/or qualitative.
- Potential Funding Sources:** The funding sources that will be used to implement this project.

For some of the actions, Nassau County completed a “Mitigation Action Worksheet” that provides additional information about the project and its implementation. Refer to **Mitigation Strategy** in the County’s Jurisdictional Annex. The County and each adopting jurisdiction must complete at least two of these worksheets to meet one of the New York State hazard mitigation planning requirements. Mitigation action worksheets for each participating jurisdiction are contained in their corresponding annex to the hazard mitigation plan.

6.4 Implementing the Mitigation Strategy

The Nassau County Mitigation Program consists of implementing the hazard mitigation projects outlined in this plan, building hazard mitigation capabilities over time, and updating the hazard mitigation plan every five years. The Planning Committee will implement the Mitigation Program by completing mitigation projects and meeting regularly to maintain the Plan according to the five-year cycle outlined in **Figure 29**.

Figure 29: Nassau County Mitigation Program



6.4.1 Plan Adoption

Participating jurisdictions adopt the Plan to demonstrate their intent to implement the Plan, in accordance with regulations outlined in the Stafford Act and Title 44 Code of Federal Regulations (CFR) § 201.6. Each participating jurisdiction provides documentation to FEMA (e.g., a resolution) demonstrating that the Plan was formally adopted by its governing body.

Responsibility: Planning Committee Members

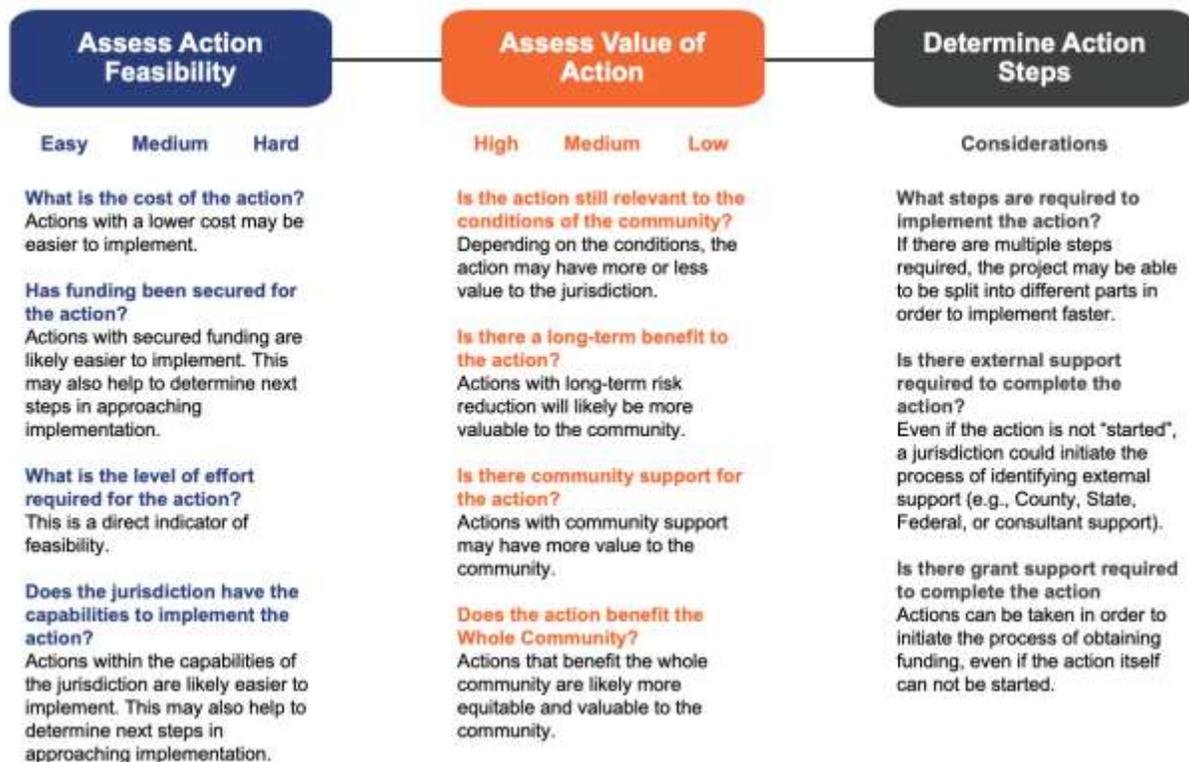
Frequency: Year 1, One-Time

Support Tools: Appendix C

6.4.2 Action Prioritization

Members of the Planning Committee will meet annually to prioritize projects. The Committee will use the action prioritization methodology presented in **Figure 30** to determine the priority of their jurisdiction’s actions and update their action plans for the year. Factors like the feasibility of the action, its value, and considerations for next steps will help determine these priorities. Jurisdictions may include additional factors to help further refine the prioritization.

Figure 30: Action Prioritization Methodology



6.4.3 Plan Maintenance

The Planning Committee will meet at least twice a year to maintain the Nassau County Hazard Mitigation Plan and keep it up to date. Plan maintenance will consist of:

- **Monitoring** – tracking and reporting on mitigation project completion over the five-year Nassau County Mitigation Program cycle.
- **Evaluating** – assessing how effectively the Plan has been at supporting the Nassau County Mitigation Program.
- **Updating** – reviewing and revising the Plan’s content to reflect changes in development, progress in local mitigation efforts, changes in priorities, and new hazard risks.

	Monitoring	Evaluating	Updating
Responsibility:	Planning Committee	Planning Committee	Planning Committee
Frequency:	Twice a year	Twice a year	At least once every five years and after major events
Support Tools:	Appendix C	Appendix C	

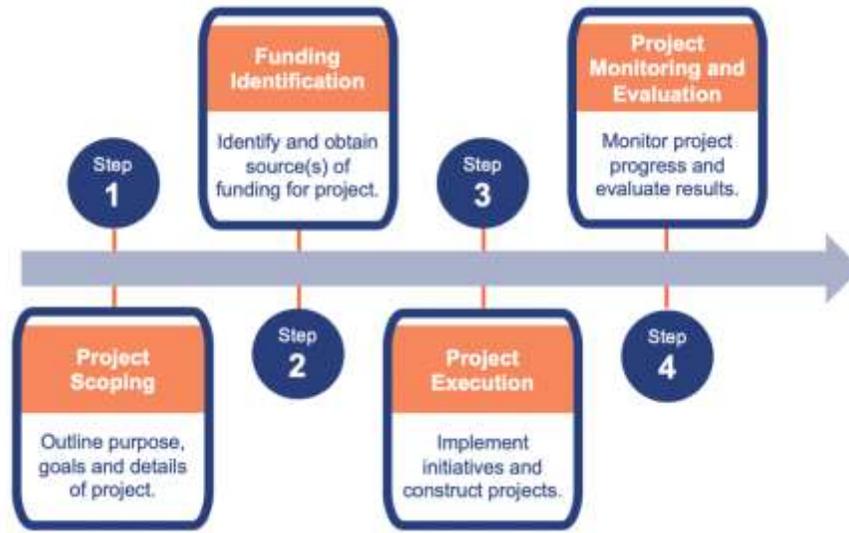
6.4.4 Project Implementation

Planning Committee members will implement the mitigation actions contained in this Plan to reduce Nassau County’s long-term risk to natural hazards. As shown in **Figure 31**, project implementation consists of four main steps: project scoping, funding identification, project execution, and project monitoring and evaluation

- Responsibility:** Planning Committee Members
- Frequency:** Ongoing
- Support Tools:** Appendix C



Figure 31: Project Implementation Process



6.4.5 Public Engagement

Public engagement will be conducted regularly to support the Nassau County Mitigation Program. This engagement will ensure the Plan is consistently addressing the needs of stakeholders and community members who are experiencing the impacts of natural hazards. The public will be engaged annually by the Planning Committee through a variety of potential engagement methods, including:

- Public surveys
- Public meetings
- Document publication

Responsibility: Planning Committee Members

Frequency: Annually

Support Tools: Nassau County OEM website and social media, jurisdiction websites and social media

6.4.6 Plan Integration

Nassau County and its municipal governments will use scheduled voluntary and required updates to planning documents as opportunities to integrate relevant information from this Hazard Mitigation Plan into other local planning mechanisms. For example, comprehensive plans guide future development and address community values related to land use, transportation, infrastructure, housing, economic development, and natural resources. The goals and actions in this hazard mitigation plan can inform the goals and strategies in future comprehensive plan updates. Nassau County and the participating municipal governments will refer to FEMA’s guide “Plan Integration: Linking Local Planning Efforts” and similar resources to help inform this process of plan integration.



Bibliography

- abc7NY. 2014. "Sinkhole swallows car in Rockville Centre." *abc7NY*, February 21.
<https://abc7ny.com/archive/9440673/>.
- Agriculture, United States Department of. 2019. "2017 Census of Agriculture: New York State and County Data."
https://www.nass.usda.gov/Publications/AgCensus/2017/Full_Report/Volume_1,_Chapter_2_County_Level/New_York/nyv1.pdf.
- Bansen, Geoff. 2019. "Are tornadoes becoming more common on Long Island?" *News 12 Long Island*, September 5. <http://longisland.news12.com/story/41004515/are-tornadoes-becoming-more-common-on-long-island#:~:text=Long%20Island%20hadn't%20yet,widespread%20straight%2Dline%20wind%20damage.&text=Since%201950%2C%20Nassau%20and%20Suffolk,about%20one%20every%20other%20ye>.
- n.d. "Beaufort wind scale." *Eniscoula Energy and Environment*.
<http://www.eniscoula.net/en/mediateca/beaufort-wind-scale/>.
- Blasey, Laura. 2019. "Did you feel that? A history of earthquakes on Long Island." *Newsday*. February 11.
<https://projects.newsday.com/long-island/long-island-earthquake-history/>.
- CDC. 2017. "Coastal Flooding Climate Change and Your Health."
<https://www.cdc.gov/climateandhealth/pubs/CoastalFloodingClimateChangeandYourHealth-508.pdf>.
- Center, New York Water Science. 2018. "Long Island Groundwater Network." *USGS*.
<https://www.usgs.gov/centers/ny-water/science/long-island-groundwater-network>.
- Center, The National Drought Mitigation. 2020. "Tabular Data Archive." *United States Drought Monitor*.
<https://droughtmonitor.unl.edu/Data/DataTables.aspx>.
2020. "Climate at a Glance." *NOAA National Centers for Environmental Information*. April.
<https://www.ncdc.noaa.gov/cag/county/time-series/NY-059/tavg/60/10/1895-2020>.
- Climate Central. 2020. *Surging Seas: Extreme Scenario 2100*. Accessed June 3, 2020.
<http://sealevel.climatecentral.org/>.
2019. "Coasts." *U.S. Climate Resilience Toolkit*. September 18. <https://toolkit.climate.gov/topics/coastal-flood-risk>.
- Communication, Climate. 2011. "Winter Storms." *Climate Communication: Science & Outreach*.
<https://www.climatecommunication.org/new/features/extreme-weather/winter-storms/>.
- Conners, Deanna. 2012. "Sandy caused 30 years of change to NY coastline, study shows." *EarthSky*. December 8. <https://earthsky.org/earth/sandy-caused-30-years-of-change-to-ny-coastline-study-shows>.



- County, Onondaga. 2010. "DMA 2000 Hazard Mitigation Plan."
<http://www.ongov.net/planning/haz/documents/Section5.4.2-SevereWinterStorm.pdf>.
- n.d. "Definitions." *FEMA*. <https://www.fema.gov/national-flood-insurance-program/definitions>.
- DHSES. 2008. "New York State Hazard Mitigation Plan."
<http://www.dhSES.ny.gov/recovery/mitigation/archive/documents/2008/S3.J-Landslide-Hazard-Profile.pdf>.
- Directorate, DHS: National Protection and Programs. 2014. "Critical Infrastructure Security and Resilience Note: Winter Storms and Critical Infrastructure."
http://www.npstc.org/download.jsp?tableId=37&column=217&id=3277&file=OCIA_Winter_Storms_and_Critical_Infrastructure_141215.pdf.
- Douglas, Paul. 2019. "Are we seeing more hail in a warmer, wetter world? Experts say not yet." *The Washington Post*. June 13. <https://www.washingtonpost.com/weather/2019/06/13/are-we-seeing-more-hail-warmer-wetter-world-experts-say-not-yet/>.
2020. "Drought Impact Reporter." *National Drought Mitigation Center*. <http://droughtreporter.unl.edu/map/>.
- EPA, and CDC. 2016. "Climate Change and Extreme Heat: What You Can Do To Prepare." EPA 430-R-16-061. <https://www.epa.gov/sites/production/files/2016-10/documents/extreme-heat-guidebook.pdf>.
- Fallon, Kathleen M. 2018. *Coastal Processes on Long Island*. Stony Brook: New York Sea Grant.
- FEMA. 2007. *Design Guide for Improving Critical Facility Safety from Flooding and High Winds (FEMA 543)*. Federal Emergency Management Agency. https://www.fema.gov/media-library-data/20130726-1557-20490-1542/fema543_complete.pdf.
- . 2020. *Earthquake*. <https://www.fema.gov/earthquake>.
- . 2020. *Flood Insurance Terminology List*. July. <https://www.fema.gov/flood-insurance/terminology-index>.
- . 2020. *Hazard Mitigation Planning*. June. <https://www.fema.gov/hazard-mitigation-planning>.
- . 2019. "OpenFEMA Dataset: Disaster Declarations Summaries - V2." *FEMA*. November 21. <https://www.fema.gov/openfema-dataset-disaster-declarations-summaries-v2>.
- . 2001. "Understanding Your Risks: Identifying Hazards and Estimating Losses." *FEMA*. August 1. <https://www.fema.gov/media-library/assets/documents/4241>.
- Hallegatte, Stephane, Adrien Vogt-Schilb, Mook Bangalore, and Julie Rozenberg. 2017. *Unbreakable : Building the Resilience of the Poor in the Face of Natural Disasters*. Washington, D.C.: World Bank. Hallegatte, Stephane, Adrien Vogt-Schilb, Mook Bangalore, and Julie Rozenberg. *Unbreakable: building the resilience of the poor in the face of natural disasters*. World Bank Publications, 2016.
- Harvey, Chelsea. 2019. "How Climate Change May Affect Winter 'Weather Whiplash'." *Scientific American*. February 11. <https://www.scientificamerican.com/article/how-climate-change-may-affect-winter-weather-whiplash/>.



- . 2019. "The World's Winds Are Speeding Up." *Scientific American*. November 19. <https://www.scientificamerican.com/article/the-worlds-winds-are-speeding-up/>.
- Health, New York State Department of Health: Center for Environmental. 2019. "Heat and Health Profile Report: Nassau County." <https://health.ny.gov/environmental/weather/profiles/docs/nassau.pdf>.
2014. "Heavy rain causes 2 landslides in Port Washington and Sea Cliff." *News12 Long Island*. May 1. <http://longisland.news12.com/story/34754350/heavy-rain-causes-2-landslides-in-port-washington-and-sea-cliff>.
- Horton, Radley M., Daniel A. Bader, Cynthia Rosenzweig, Arthur T. DeGaetano, and William Solecki. 2014. *Climate Change in New York State: Updating the 2011 ClimAID Climate Risk Information*. Technical Report, Albany: New York State Energy Research and Development Authority (NYSERDA). <https://www.nyserdera.ny.gov/About/Publications/Research%20and%20Development%20Technical%20Reports/Environmental%20Research%20and%20Development%20Technical%20Reports/Response%20to%20Climate%20Change%20in%20New%20York>.
- Horton, Radley M., Daniel A. Bader, Cynthia Rosenzweig, Arthur T. DeGaetano, and William Solecki. 2014. *Climate Change in New York State: Updating the 2011 ClimAid Climate Risk Information Supplement to NYSERDA Report 11-18*. Albany: New York State Energy Research and Development Authority.
- Kim, Michelle. 2019. "Back of Bus Gets Swallowed in Massive Sinkhole on Long Island." *NBC New York*, March 1. <https://www.nbcnewyork.com/news/local/suffolk-county-bus-stuck-sinkhole-long-island/51136/>.
- n.d. "Long Island Hurricane History." *Hurricane-Blizzards-Noreasters*. <http://www.hurricanes-blizzards-noreasters.com/Higher>.
- Long Island News 12. 2011. "Crews work to repair 12-foot sinkhole in North Merrick." *Long Island News 12*, January 28. <http://longisland.news12.com/story/34754648/crews-work-to-repair-12-foot-sinkhole-in-north-merrick>.
- Machos, G. n.d. "Stages of Development." *Hurricaneville*. <http://www.hurricaneville.com/stages.html>.
- Management, Bureau of Water Resource. n.d. "Drought." *New York State: Department of Environmental Conservation*. Accessed 2020. <https://www.dec.ny.gov/lands/5011.html>.
- McLogan, Jennifer. 2019. "Long Island Residents Desperate For Help As Their Homes Mysteriously Sink In Seaford." *CBSN New York*, April 19. <https://newyork.cbslocal.com/2019/04/19/seaford-sinking-homes-long-island/>.
- . 2019. "Long Island Residents Desperate For Help As Their Homes Mysteriously Sink In Seaford." *CBSN New York*. April 19. <https://newyork.cbslocal.com/2019/04/19/seaford-sinking-homes-long-island/>.
- Miller, Erica. 2019. "Long Island Beach Erosion." *ArcGIS Story Maps*. August 1. <https://storymaps.arcgis.com/stories/0788b5f6e3154caba3c5902230024acb>.



- NASA. 2020. *Global Warming vs. Climate Change*. June 3. Accessed June 3, 2020. <https://climate.nasa.gov/resources/global-warming-vs-climate-change/>.
- Nassau County Planning Department. 2011. "Master Plan." *Nassau County New York Government*. January 6. Accessed 2020. <https://www.nassaucountyny.gov/2872/Master-Plan>.
- NCEI. 2020. "Storm Events Database." *NOAA*. <https://www.ncdc.noaa.gov/stormevents>.
- New York State Department of Environmental Conservation. 2020. *Atlantic Ocean/Long Island Watershed*. <http://www.dec.ny.gov/lands/48375.html>.
- New York State Department of Homeland Security and Emergency Services (NYS DHS&ES). 2017. "New York State Hazard Mitigation Planning Standards Guide." Planning Guide.
- Newsday. 2017. "Storms that Touched Long Island." *Newsday*. <https://projects.newsday.com/databases/long-island/storms/>.
- NOAA. n.d. "Flash Flooding Definition." *National Weather Service*. <https://www.weather.gov/phi/FlashFloodingDefinition>.
- . 2020. "Heat Index." *National Weather Service*. <https://www.weather.gov/safety/heat-index>.
- . n.d. "High Level Water Terminology." *National Weather Service*. <https://www.weather.gov/aprfc/terminology>.
- . n.d. "How Hot is Lightning?" *National Weather Service*. <https://www.weather.gov/safety/lightning-temperature>.
- . n.d. "Lightning Activity Level." *National Weather Service*. <https://graphical.weather.gov/definitions/defineLAL.html>.
- . n.d. "Regional Snowfall Index." *National Centers for Environmental Information*. <https://www.ncdc.noaa.gov/snow-and-ice/rsi/nesis>.
- . 2012. "Saffir-Simpson Hurricane Wind Scale." *National Hurricane Center and Central Pacific Hurricane Center*. <https://www.nhc.noaa.gov/aboutsshws.php>.
- . n.d. "Severe Weather 101: Frequently Asked Questions About Hail." *National Severe Storms Laboratory*. <https://www.nssl.noaa.gov/education/svrwx101/hail/faq/>.
- . n.d. "Severe Weather 101: Hail Basics." *National Severe Storm Laboratory*. <https://www.nssl.noaa.gov/education/svrwx101/hail/>.
- . n.d. "Severe Weather 101: Tornado Basics." *National Severe Storms Laboratory*. <https://www.nssl.noaa.gov/education/svrwx101/tornadoes/>.
- . n.d. "Severe Weather 101: Types of Damaging Winds." *National Severe Storms Laboratory*. <https://www.nssl.noaa.gov/education/svrwx101/wind/types/>.
- . n.d. "Severe Weather 101: Types of Tornadoes." *National Severe Storms Laboratory*. <https://www.nssl.noaa.gov/education/svrwx101/tornadoes/types/>.



- . n.d. "Severe Weather 101: Winter Weather." *National Severe Storms Laboratory*.
<https://www.nssl.noaa.gov/education/svrwx101/winter/types/>.
- . n.d. "The Enhanced Fujita Scale (EF Scale)." *National Weather Service*.
<https://www.weather.gov/oun/efscale>.
- . 2018. "The Great New England Hurricane of 1938." *National Weather Service*.
<https://www.weather.gov/okx/1938HurricaneHome>.
- . n.d. "Tornado Definition." *National Weather Service*. . <https://www.weather.gov/phi/TornadoDefinition>.
- . n.d. "What is a Hurricane, Typhoon, or Tropical Cyclone?" *NASA*.
<https://gpm.nasa.gov/education/articles/what-hurricane-typhoon-or-tropical-cyclone>.
- . 2020. "What threats do coastal communities face?" *National Ocean Service*. April 8.
<https://oceanservice.noaa.gov/facts/coastalthreat.html>.
- NYS DHSES. 2019. "Hurricane." *MitigateNY*. <https://mitigateny.availabs.org/hazards/hurricane>.
- Planning, Division of Homeland Security and Emergency Services (DHSES) - Mitigation. 2019. "Drought." *MitigateNY*. <https://mitigateny.availabs.org/hazards/drought>.
- Prevention, Centers for Disease Control and. 2012. "Extreme Cold: A Prevention Guide to Promote Your Personal Health and Safety." <https://www.cdc.gov/disasters/winter/pdf/extreme-cold-guide.pdf>.
- Rosenzweig, Cynthia, William Solecki, Arthur DeGaetano, Megan O'Grady, Susan Hassol, and Paul Grabhorn. 2011. *Responding to Climate Change In New York State: The ClimAID Integrated Assessment for Effective Climate Change Adaptation in New York State*. Technical Report, Albany: New York State Energy Research and Development Authority (NYSERDA).
[https://www.nyserdera.ny.gov/About/Publications/Research%20and%20Development%20Technical%20Reports/Environmental%20Research%20and%20Development%20Technical%20Reports/R](https://www.nyserdera.ny.gov/About/Publications/Research%20and%20Development%20Technical%20Reports/Environmental%20Research%20and%20Development%20Technical%20Reports/Response%20to%20Climate%20Change%20in%20New%20York)
[esponse%20to%20Climate%20Change%20in%20New%20York](https://www.nyserdera.ny.gov/About/Publications/Research%20and%20Development%20Technical%20Reports/Response%20to%20Climate%20Change%20in%20New%20York).
- SeaLevelRise.org. 2016. "New York's Sea Level Has Risen 9" Since 1950." *SeaLevelRise.org*.
<https://sealevelrise.org/states/new-york/>.
- Services, National Ocean Service Center for Operational Oceanographic Products and. 2018. "Patterns and Protections of High Tide Flooding Along the U.S. Coastline Using a Common Impact Threshold." Technical Report NOS CO-OPS 086, Silver Spring.
https://tidesandcurrents.noaa.gov/publications/techrpt86_PaP_of_HTFlooding.pdf.
- Services, New York Division of Homeland Security and Emergency. 2019. "2019 New York State Hazard Mitigation Plan." <http://www.dhSES.ny.gov/recovery/mitigation/plan.cfm>.
- Services, New York State Division of Homeland Security and Emergency Planning. 2019. "Hail." *MitigateNY*. <https://mitigateny.availabs.org/hazards/hail>.
- . 2019. "Heat Wave." *MitigateNY*. <https://mitigateny.availabs.org/hazards/heatwave>.
- . 2019. "Lightning." *MitigateNY*. <https://mitigateny.availabs.org/hazards/lightning>.
- . 2019. "Tornado." *MitigateNY*. <https://mitigateny.availabs.org/hazards/tornado>.



- . 2019. "Wind." *MitigateNY*. <https://mitigateny.availabs.org/hazards/wind>.
- U.S. Census Bureau. 2019. "QuickFacts - Nassau County, New York." *Population Estimates*. July 1.
- United States Census Bureau 2012 Economic Census. 2019. "Nassau County, New York Quick Facts." *United States Census Bureau*. <https://www.census.gov/quickfacts/nassaucountynewyork>.
- United States Census Bureau. 2018. "2018 ACS 1-Year Selected Economic Characteristics Estimates." *United States Census Bureau*. <https://data.census.gov/cedsci/table?q=Nassau%20County,%20New%20York&g=0500000US36059&tid=ACSDP1Y2018.DP03&hidePreview=true&vintage=2018&table=DP03>.
- . 2018. "2018 ACS 1-Year Selected Housing Characteristics Estimates." *United States Census Bureau*. <https://data.census.gov/cedsci/table?q=Nassau%20County,%20New%20York&g=0500000US36059&tid=ACSDP1Y2018.DP04&hidePreview=true&vintage=2018&table=DP04>.
- . 2018. "2018: ACS 1-Year Demographic and Housing Estimates." *U.S. Census Bureau* . <https://data.census.gov/cedsci/table?q=Nassau%20County,%20New%20York&g=0500000US36059&tid=ACSDP1Y2018.DP05&hidePreview=true&vintage=2018&table=DP05>.
- . 2018. "2018: ACS 1-Year Selected Social Characteristics Estimates." *United States Census Bureau*. <https://data.census.gov/cedsci/table?q=Nassau%20County,%20New%20York&g=0500000US36059&tid=ACSDP1Y2018.DP02&hidePreview=true&vintage=2018&table=DP02>.
- . 2018. "ACS 5- Year Narrative Profile of Nassau County, New York." *United States Census Bureau*. <https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2018/report.php?geotype=county&state=36&county=059>.
- . 2018. "Nassau County, New York American Community Survey 5- Year Estimates ." <https://data.census.gov/cedsci/profile?q=Nassau%20County,%20New%20York&g=0500000US36059>.
- US Army Corps of Engineers. n.d. <https://www.nap.usace.army.mil/Missions/Civil-Works/Nassau-County-Back-Bays-Study/>. <https://www.nap.usace.army.mil/Missions/Civil-Works/Nassau-County-Back-Bays-Study/>.
- USGS. n.d. "Earthquake Glossary." *USGS*. <https://earthquake.usgs.gov/learn/glossary/?term=ground%20failure#:~:text=ground%20failure,the%20stability%20of%20the%20ground>.
- . n.d. "Earthquake Glossary." *USGS*. <https://earthquake.usgs.gov/learn/glossary/?term=Richter%20scale>.
- . n.d. *Land Subsidence*. https://www.usgs.gov/special-topic/water-science-school/science/land-subsidence?qt-science_center_objects=0#qt-science_center_objects.
- . n.d. "The Modified Mercalli Intensity Scale." *USGS*. https://www.usgs.gov/natural-hazards/earthquake-hazards/science/modified-mercalli-intensity-scale?qt-science_center_objects=0#qt-science_center_objects.
- . n.d. "What are the two types of floods?" *USGS*. https://www.usgs.gov/faqs/what-are-two-types-floods?qt-news_science_products=0#qt-news_science_products.



—. n.d. "What is a landslide and what causes one?" *USGS*. https://www.usgs.gov/faqs/what-a-landslide-and-what-causes-one?qt-news_science_products=0#qt-news_science_products.



HAGERTY

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T. Kennedy, Mayor

FROM: Michael J. Smith, Chief of Police

DATE: August 20th, 2024

RE: Approval of the New York State Highway Safety Program

This is to request Village Board approval of the attached contract from the Governors Traffic Safety Committee (GTSC) between the Village of Freeport and the State of New York. The New York State Highway Safety Program for Pedestrian safety consists of funding for overtime patrols to participate in initiatives to reduce the number of pedestrian related crashes, injuries and deaths on New Yorks roads.

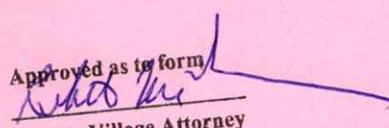
The contract provides \$16,389.00 for this project and is in effect from October 1,2024 to September 30, 2025. There is no matching funds requirement for this program.

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 the wet copy of signature page of the contract. The signatures must be notarized.

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


Michael J. 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 New York State Governor's Traffic Safety Committee has offered a contract for the Pedestrian Safety and Education Grant between the Village of Freeport and the State of New York; and

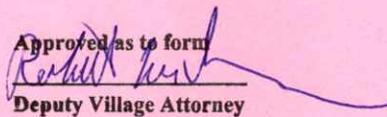
WHEREAS, the program consists of funding for overtime patrols to participate in initiatives to reduce the number of pedestrian related crashes, injuries and deaths on New York's roads; and

WHEREAS, the contract provides \$16,389.00 with no matching funds requirement from the Village for a term from October 1, 2024 to September 30, 2025; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby authorized to execute any and all documentation necessary to effectuate a grant agreement between the New York State Governor's Traffic Safety Committee, 6 Empire State Plaza Room 410B, Albany, NY 12228 and the Incorporated Village of Freeport, in the amount of \$16,389.00, for a term from October 1, 2024 to September 30, 2025.

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

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T007283</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>FREEPORT VILLAGE OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) <input type="checkbox"/> Amendment (list periods)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000956 Federal Tax ID Number: 116002111</p>	<p>PROJECT NAME:</p> <p>Pedestrian Safety (HS1-2025-Freeport Village PD -00118-(030))</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20.616</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>46 N OCEAN AVE FREEPORT, NY 11520</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>46 N OCEAN AVE</p> <p>FREEPORT, NY 11520</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>40 NORTH OCEAN AVENUE FREEPORT, NY 11520</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p> <p>j.ramo@freeportpolice.org</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2024 To: 09/30/2025</p> <p>AMENDED TERM:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p><i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i></p> <p>CURRENT: \$16,389</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
---	---

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- Appendix A

- Attachment A:
 - A-1 Agency Specific Terms and Conditions
 - A-2 Program Specific Terms and Conditions
 - A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

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

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

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement"), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) 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 operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work 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 and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

¹ For modifications required by the Federal government see Section I.(M).

B. Funding: Funding for the term of the 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 Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the 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.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification 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 proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

F. Interpretation: The headings in the 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 gender neutral. The 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.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, 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 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 Contract.

I. 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 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 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 the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

K. 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 and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) 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-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event 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 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. Notification to the Contractor of the State's intent to not renew the 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 Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the 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 Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the 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 or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the 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 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: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

Where the 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 Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. 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 formal written notice outlining the specific details 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 Contract.

III. ADDITIONAL 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 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 Contract and/or any subcontract entered into under the 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 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 Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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, 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. 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). 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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as 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. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

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. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) 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.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the 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. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out

its obligations under the Contract.

d) 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 specified in the 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.

e) 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 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 Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169- 2).

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 Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

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 Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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 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.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential

Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "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.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written 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 State and 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 Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; 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 Contract (but are not deliverable under the 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 III (F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. 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.

1. 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: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. 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 Contract.

J. 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

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 Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. 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.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the 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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3-4
6. Wage and Hours Provisions	4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4-5
12. Equal Employment Opportunities For Minorities and Women	5-6
13. Conflicting Terms	6
14. Governing Law	6
15. Late Payment	6
16. No Arbitration	6
17. Service of Process	6
18. Prohibition on Purchase of Tropical Hardwoods	6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6-7
21. Reciprocity and Sanctions Provisions	7
22. Compliance with Breach Notification and Data Security Laws	7
23. Compliance with Consultant Disclosure Law	7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7-8
26. Iran Divestment Act	8
27. Admissibility of Contract	8

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section

239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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 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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section

312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment 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.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their 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 they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. 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.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY

CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

27. 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.

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

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

Notices to the Contractor shall be addressed to:

Jessica Ramo
Police Officer
Village of Freeport Police Department
40 N Ocean Avenue
Freeport, NY 11520

or

Email: j.ramo@freeportpolice.org

End of Attachment A-1 – Agency Specific Terms and Conditions

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Equipment that costs \$10,000 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) 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 outside of the regular reporting format. This reporting would be in addition to the reports outlined in Attachment D.

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.

End of Attachment A-2 - Program Specific Terms and Conditions

ATTACHMENT A-3
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

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

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

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

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

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

NONDISCRIMINATION

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));

- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The contractor:

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

POLITICAL ACTIVITY (HATCH ACT)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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. 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.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

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

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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. 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.
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-3 - Federally Funded Grants and Requirements Mandated by Federal Laws

**ATTACHMENT B
BUDGET**

Budget Type: B-1 Expenditure Based Budget

Contract Periods

Contract Type: **Fixed Term Agreement**

Contract Term: **10/01/2024 to 09/30/2025**

Contract Amount: \$16,389.00

Contract Period Information Details

For Fixed Term contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Work Plan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Work Plan Indicator
1	10/01/2024 - 09/30/2025	\$16,389.00			X	X

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

PROJECT NAME: Pedestrian Safety (HS1-2025-Freeport Village PD -00118-(030))

CONTRACTOR NAME: FREEPORT VILLAGE OF

CONTRACT PERIOD NUMBER: 1

CONTRACT PERIOD: From: 10/01/2024
To: 09/30/2025

Detailed Budget Summary

Personal Services

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

Commodities

Item	Amount
N/A	\$0.00
Total:	\$0.00

Travel: In-State

Description	Amount
N/A	\$0.00
Total:	\$0.00

Travel: Out-of-State

Description	Amount
N/A	\$0.00
Total:	\$0.00

Equipment

Description	Amount
N/A	\$0.00
Total:	\$0.00

Other Costs

Description	Is cost for a subcontractor?	Amount
N/A	Yes	\$0.00
Total:		\$0.00

Total Other Than Personal Services: \$0.00

Grand Total: \$16,389.00

**ATTACHMENT C
WORK PLAN
SUMMARY**

PROJECT NAME: Pedestrian Safety (HS1-2025-Freeport Village PD -00118-(030))

CONTRACTOR NAME: FREEPORT VILLAGE OF

CONTRACT PERIOD NUMBER: 1

CONTRACT PERIOD: From: 10/01/2024
To: 09/30/2025

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

SEE ATTACHED WORK PLAN

Project Name
Pedestrian Safety (HS1-2025-Freeport Village PD -00118-(030))

Contractor Name
FREEPORT VILLAGE OF

Contract Period Number
1

Contract Period
10/01/2024 - 09/30/2025

GRANT GOAL(S)

- Reduce the amount of Pedestrian Related accidents
- Educate pedestrians safety to the residents

PROBLEM IDENTIFICATION:

During the reporting period of October 2022 through September 2023, the Freeport Police Department responded to 1575 crashes. Of those crashes 55 involved a pedestrian and 53 injuries. More than half of those pedestrian involved accidents occurred on our busiest and commercial roads (Sunrise Hwy, Merrick Rd, N Main St). We would like to target these areas specifically. The main contributing factor was failure to yield the right of way (56%) and pedestrian error (16%).

This data was retrieved from the Freeport Police Department Records Management system.

PROPOSED SOLUTION:

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

GOAL:

The goal of this program is a reduction of pedestrian related crashes by 20%. During the reporting period the total of 31 pedestrian involved crashes in the target area, a decrease of at least 6 crashes is the goal.

OPERATIONAL PLAN:

Freeport Police Department will participate in the state's annual "Operation See! Be Seen!" pedestrian safety enforcement mobilization in June. In advance of the campaign, the police department will work to educate the community through distribution of pamphlets and other safety materials via officers patrolling the target corridor. Press releases to alert the media about the upcoming enforcement campaign. During the two-week mobilization period, officers will be assigned to the target area to enforce the laws pertaining to pedestrian safety. During the first week of the campaign, warnings will be issued to violators. Tickets will be issued during week 2 with a zero-tolerance approach. Multiple officers will work each detail. At the conclusion of the mobilization period, enforcement results will be transmitted to the GTSC. Followed by enforcement activity.

Press releases and announcements on social media will be issued in conjunction with enforcement operations.

EVALUATION PLAN:

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

End of Attachment C - Work Plan

ATTACHMENT D PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, 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 and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. 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 Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC'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.
7. If travel expenses are an approved expenditure under the 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.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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.
9. All vouchers must be submitted by the Contractor 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.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract

term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this 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 and submit the claim to the State Agency.

11. The State shall not be liable for payments on the 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.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, 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. 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.

B. Advance Payments and Claiming Requirements:

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 for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. 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.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims 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.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Period 1: October 1, 2024 – September 30, 2025			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2024 – 12/31/2024	01/30/2025
2	Quarterly Reimbursement	01/01/2025 – 03/31/2025	04/30/2025
3	Quarterly Reimbursement	04/01/2025 – 06/30/2025	07/30/2025
4	Quarterly Reimbursement	07/01/2025 – 09/30/2025	10/30/2025

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be 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.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. 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.
- 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.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. 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 generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the 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 Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, 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 the 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.

2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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.).

3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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).

4. *Consolidated Fiscal Report*: The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: October 1, 2024 – September 30, 2025			
Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	10/01/2024 – 03/31/2025	04/15/2025
2	Work Plan Based	10/01/2024- 09/30/2025	10/15/2025

E. Special Payment and Reporting Provisions

Claims for Reimbursement:

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

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

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

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

Reports:

This Attachment D (Payment and Reporting) 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 outside of the regular reporting format. This reporting would be in addition to the reports outlined in this Attachment D.

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

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

To: Mayor Robert T. Kennedy

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

Date: August 14, 2024

Re: 2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES (REBID)

Eighteen (18) bids were distributed and five (5) bid were received on August 6, 2024 for the referenced requirements contract. This contract provides for the landscaping of the Freeport Recreation Center, Freeport Electric power plants, substations, transformer locations, Freeport Memorial Library, and Water Department well sites. The contract includes spring weekly lawn maintenance, thatching, fertilizing and fall cleanup. This contract was previously bid and awarded, however the contractor defaulted on the contract and therefore it was necessary to rebid. Although the contract was bid to include a full year of landscaping, the contractor will only be pay for work completed. This was done in anticipation of the contractor extending the contract next year.

This Contract can be utilized by the Water Department, the Village portion of the Library, the Electric Department, and the Recreation Center 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.

F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, N.Y. 11520 is the low bidder in the amount of \$74,335.00 for this requirements contract. We have reviewed and checked the bid and find it in good order. Attached is a copy of the bid tabulation for your use.

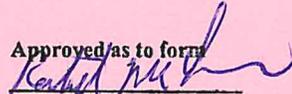
Accordingly, it is recommended that the contract, "**2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES**" be awarded to,

F. Acosta Landscaping Inc.
48 Lillian Avenue
Freeport, N.Y. 11520

in the amount of **\$74,335.00** for this requirements contract. The contract will begin upon award and expire on February 28, 2025, with an option for two one-year extensions if mutually accepted.



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

Approved as to form


Deputy Village Attorney

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

WHEREAS, on July 15, 2024 the Board authorized the Village Clerk to publish a Notice to Bidders for the “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid”; and

WHEREAS, eighteen (18) bids were distributed and five (5) bids were received on August 6, 2024 for the referenced requirements contract; and

WHEREAS, the lowest bidder was submitted by F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, NY11520, in the amount of \$74,335.00; and

WHEREAS, the contract will begin upon award and end on February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, although the contract was bid to include a full year of landscaping, the contractor will only be pay for work completed; and

WHEREAS, this Contract can be utilized by the Water Department, the Village portion of the Library, the Electric Department, and the Recreation Center 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 approves and the Mayor be and hereby authorized to effectuate any documentation necessary to award the “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid” to F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, NY11520, in the amount of \$74,335.00 for a term upon award date to February 28, 2025, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

IF ACOSTA LANDSCAPING
48 LILLIAN AVENUE
FREEPORT, NY 11520

LOUIS BARBATO LAND,
1600 RAILROAD AVENUE
HOLBROOK, NY 11741

EVERGREEN LAND, INC
504 NASSAU ROAD
ROOSEVELT, NY 11575

PROJECT: 2024 ANNUAL MAINTENANCE & LANDSCAPING OF VARIOUS VILLAGE PROPERTIES REBID
BID DATE: AUGUST 6, 2024

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST (30)	UNIT PRICE	TOTAL COST (30)	UNIT PRICE	TOTAL COST (30)
E-1A	SPRING CLEANUP - ELECTRIC PP#1 SUNRISE HWY SUBSTATION 4F	EA	1	\$ 400.00	\$ 400.00	\$ 550.00	\$ 550.00	\$ 380.00	\$ 380.00
E-2A	WKLY SERVICE - ELECTRIC PP#1 SUNRISE HWY SUBSTATION 4F	WK	30	\$ 125.00	\$ 3,750.00	\$ 150.00	\$ 4,500.00	\$ 110.00	\$ 3,300.00
E-3A	FALL CLEANUP - ELECTRIC PP#1 SUNRISE HWY SUBSTATION 4F	EA	1	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 380.00	\$ 380.00
E-1B	SPRING CLEANUP - ELECTRIC PP#2	EA	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 740.00	\$ 740.00
E-2B	WKLY SERVICE - ELECTRIC PP#2	WK	30	\$ 120.00	\$ 3,600.00	\$ 175.00	\$ 5,250.00	\$ 260.00	\$ 7,800.00
E-3B	FALL CLEANING - ELECTRIC PP#2	EA	1	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 740.00	\$ 740.00
E-1C	SPRING CLEANUP - ELECTRIC SUBSTATIONS: B, D, & PRKG FIELD#11	EA	1	\$ 50.00	\$ 50.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
E-2C	WKLY SERVICE - ELECTRIC SUBSTATIONS: B, D, & PRKG FIELD#11	WK	30	\$ 50.00	\$ 1,500.00	\$ 100.00	\$ 3,000.00	\$ 90.00	\$ 2,700.00
E-3C	FALL CLEANING - ELECTRIC SUBSTATIONS: B, D, & PRKG FIELD#11	EA	1	\$ 50.00	\$ 50.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00
LIB-1	SPRING CLEANUP - FREEPORT LIBRARY	EA	1	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 740.00	\$ 740.00
LIB-2	WKLY SERVICE - FREEPORT LIBRARY	WK	30	\$ 110.00	\$ 3,300.00	\$ 150.00	\$ 4,500.00	\$ 260.00	\$ 7,800.00
LIB-3	FALL CLEANUP - FREEPORT LIBRARY	EA	1	\$ 1,850.00	\$ 1,850.00	\$ 750.00	\$ 750.00	\$ 740.00	\$ 740.00
LIB-4	THATCHING - FREEPORT LIBRARY	EA	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ -	\$ -
LIB-5	FERTILIZE GROUNDS - FREEPORT LIBRARY	EA	4	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ -	\$ -
LIB-6	VETERANS DAY - FREEPORT LIBRARY	ONCE	1	\$ 110.00	\$ 110.00	\$ 150.00	\$ 150.00	\$ -	\$ -
LIB-7	MEMORIAL DAY - FREEPORT LIBRARY	ONCE	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ -	\$ -
LIB-8A	WEED REMOVAL IN SHRUB AREAS - FREEPORT LIBRARY	EA	3	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ -	\$ -
REC-1	SPRING CLEANUP - REC CENTER	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 1,400.00	\$ 1,400.00
REC-2	WKLY SERVICE - REC CENTER	WK	30	\$ 500.00	\$ 15,000.00	\$ 300.00	\$ 9,000.00	\$ 700.00	\$ 21,000.00
REC-3	FALL CLEANUP - REC CENTER	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00
REC-4	THATCHING - REC CENTER	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
REC-5	FERTILIZE GROUNDS - REC CENTER	EA	4	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -
W-1A	SPRING CLEANUP - WELL #7	EA	1	\$ 140.00	\$ 140.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00
W-2A	WKLY SERVICE - WELL #7	WK	30	\$ 55.00	\$ 1,650.00	\$ 100.00	\$ 3,000.00	\$ 80.00	\$ 2,400.00
W-3A	FALL CLEANUP - WELL #7	EA	1	\$ 180.00	\$ 180.00	\$ 250.00	\$ 250.00	\$ 280.00	\$ 280.00
W-1B	SPRING CLEANUP - WELL #9	EA	1	\$ 190.00	\$ 190.00	\$ 250.00	\$ 250.00	\$ 220.00	\$ 220.00
W-2B	WKLY SERVICE - WELL #9	WK	30	\$ 72.00	\$ 2,160.00	\$ 100.00	\$ 3,000.00	\$ 110.00	\$ 3,300.00
W-3B	FALL CLEANUP - WELL #9	EA	1	\$ 830.00	\$ 830.00	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00
W-1C	SPRING CLEANUP - PRINCE AVE. WELL FIELD	EA	1	\$ 975.00	\$ 975.00	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00
W-2C	WKLY SERVICE - PRINCE AVE. WELL FIELD	WK	30	\$ 193.00	\$ 5,790.00	\$ 225.00	\$ 6,750.00	\$ 320.00	\$ 9,600.00
W-3C	FALL CLEANUP - PRINCE AVE. WELL FIELD	EA	1	\$ 3,650.00	\$ 3,650.00	\$ 4,000.00	\$ 4,000.00	\$ 900.00	\$ 900.00
W-4C	INITIAL CLEARING PRINCE AVENUE WELL FIELD	EA	1	\$ 850.00	\$ 850.00	\$ 900.00	\$ 900.00	\$ -	\$ -
W-5C	WEEKLY SERVICE - PRINCE AVENUE WELL FIELD	EA	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -
W-1D	SPRING CLEANUP - NORTHEAST WELL FIELD	EA	1	\$ 1,250.00	\$ 1,250.00	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00
W-2D	WKLY SERVICE - NORTHEAST WELL FIELD	WK	30	\$ 222.00	\$ 6,660.00	\$ 250.00	\$ 7,500.00	\$ 260.00	\$ 7,800.00
W-3D	FALL CLEANING - NORTHEAST WELL FIELD	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00
ADD	ADDITIONAL WORKS NOT INCLUDED IN CONTRACT	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
				\$	\$ 74,335.00	\$	\$ 75,150.00	\$	\$ 79,920.00

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works July 16, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 15, 2024:

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

WHEREAS, the current Landscaping Contractor has defaulted on the contract and is no longer servicing the Village; therefore, it is necessary to bid the contract for remainder of this year; and

WHEREAS, the Superintendent of Public Works is requesting the Board to authorized the Village Clerk to advertise a Notice to Bidders for the “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid”; and

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

WHEREAS, this contract provides for the landscaping of the Freeport Recreation Center, Freeport Electric power plants, substations, transformer locations, Freeport Memorial Library, and Water Department well sites; and

WHEREAS, the contract will begin upon award and end on February 28, 2025, with an option for two one-year extensions if mutually accepted; and

WHEREAS, the anticipate annual cost for the contract will be approximately \$74,000.00; and

WHEREAS, funding for this contract is included in the 2024-25 Fiscal Budget as well as the Electric and Water operating budgets; 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 “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid” in the Freeport Herald and other relevant publications of general circulation on July 18, 2024, with bid documents available from July 22, 2024 through August 2, 2024, with a return date of August 6, 2024.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Squeri	Excused
Trustee Sanchez	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: August 14, 2024

RE: INSTALLATION OF PLAYGROUND SAFETY SURFACING

Twelve (12) bids were picked up and six (6) bids were received on August 6, 2024 for the referenced project. The project calls for the removal of existing safety surfacing and the installation of new playground safety surfacing at the following Village parks:

- Cow Meadow Park
- Randall Park
- Waterfront Park
- North East Park
- Glacken Park
- MLK Park

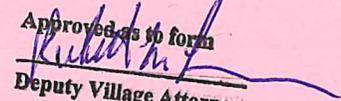
The bids ranged from a high of \$1,074,000.00 to the low bid of \$771,325.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this project will come from a capital account that was authorized by the Village Board for this project (H719702 522170). The project is fully reimbursable with a grant from the Freeport Community Development Agency.

The lowest responsible bid was submitted by **Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford MI, 48328 in the amount of \$771,325.00**. We have checked their references and all appear to be in good order.

Accordingly, it is recommended that the contract, “**INSTALLATION OF PLAYGROUND SAFETY SURFACING**” be awarded to the lowest responsible bidder, **Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford MI, 48328 in the amount of \$771,325.00 total bid**.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on July 15, 2024, the Board authorized the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “Installation of Playground Safety Surfacing”; and

WHEREAS, the project calls for the removal of existing safety surfacing and the installation of new playground safety surfacing at the following Village parks:

- Cow Meadow Park
- Randall Park
- Waterfront Park
- North East Park
- Glacken Park
- MLK Park

WHEREAS, twelve (12) bids were picked up and six (6) bids were received on August 6, 2024, for the referenced project; and

WHEREAS, the bids ranged from a high of \$1,074,000.00 to the low bid of \$771,325.00 and the Village has reviewed and checked all bids and find them in good order; and

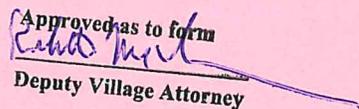
WHEREAS, the lowest and responsible bidder was submitted by Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford, Michigan 48328, in the amount of \$771,325.00; and

WHEREAS, funding for this project will come from a capital account that was authorized by the Village Board for this project (H719702 522170), and the project is fully reimbursable with a grant from the Freeport Community Development Agency; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby authorized to effectuate any documentation necessary to award the “Installation of Playground Safety Surfacing” to Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford, Michigan 48328, in the amount of \$771,325.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works July 16, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 15, 2024:

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

WHEREAS, the Superintendent of Public Works is requesting the Board to authorized the Village Clerk to advertise a Notice to Bidders for the “Installation of Playground Safety Surfacing”; and

WHEREAS, the project calls for the removal of existing safety surfacing and the installation of new playground safety surfacing at the following Village parks:

- Cow Meadow Park
- Randall Park
- Waterfront Park
- North East Park
- Glacken Park
- MLK Park

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

WHEREAS, the estimated cost for this project is \$250,000.00; and

WHEREAS, funding for this project will come from a capital account that was authorized by the Village Board for this project (H719702 522170); 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 “Installation of Playground Safety Surfacing” in the Freeport Herald and other relevant publications of general circulation on July 18, 2024, with bid documents available from July 22, 2024 through August 2, 2024, with a return date of August 6, 2024.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: INSTALLATION OF PLAYGROUND SAFETY SURFACING

BID DATE: AUGUST 6, 2024

		INNOVISTA LLC DBA SOFTLINE SOLUTIONS 2100 SCOTT LAKE ROAD WATERFORD, MI 48328		ARS LANDSCAPING CORP PO BOX 816 WESTBURY, NY 11590			
ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	WATERFRONT PARK 957 SOUTH LONG BEACH AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	9,600	\$ 21.50	\$ 206,400.00	\$ 22.98	\$ 220,608.00
2	RANDALL PARK 500 GUY LOMBARDO AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	6,200	\$ 21.25	\$ 131,750.00	\$ 22.98	\$ 142,476.00
3	GLACKEN PARK 51 TERRACE AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	3,200	\$ 21.50	\$ 68,800.00	\$ 22.98	\$ 73,536.00
4	NORTHEAST PARK 100 PARSONS AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	6,200	\$ 21.25	\$ 131,750.00	\$ 22.98	\$ 142,476.00
5	MARTIN LUTHER KING PARK 49 STEVENS STREET PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	4,300	\$ 21.50	\$ 92,450.00	\$ 22.98	\$ 98,814.00
6	COW MEADOW PARK 701 SOUTH MAIN STREET PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	6,300	\$ 22.25	\$ 140,175.00	\$ 22.98	\$ 144,774.00
	TOTAL				\$ 771,325.00		\$ 822,684.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: INSTALLATION OF PLAYGROUND SAFETY SURFACING

BID DATE: AUGUST 6, 2024

		LOUIS BARBATO LANDSCAPING 1600 RAILROAD AVENUE HOLBROOK, NY 11741		TURF TEK USA 6137 JERICHO TPKE COMMACK, NY 11725	
ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	TOTAL COST
1	WATERFRONT PARK 957 SOUTH LONG BEACH AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	9,600	\$ 23.28	\$ 223,488.00
2	RANDALL PARK 500 GUY LOMBARDO AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	6,200	\$ 23.28	\$ 144,336.00
3	GLACKEN PARK 51 TERRACE AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	3,200	\$ 23.28	\$ 74,496.00
4	NORTHEAST PARK 100 PARSONS AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	6,200	\$ 23.28	\$ 144,336.00
5	MARTIN LUTHER KING PARK 49 STEVENS STREET PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	4,300	\$ 23.28	\$ 100,104.00
6	COW MEADOW PARK 701 SOUTH MAIN STREET PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	6,300	\$ 23.28	\$ 146,664.00
TOTAL				\$	\$ 833,424.00
				\$	\$ 154,350.00
				\$	\$ 877,100.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: INSTALLATION OF PLAYGROUND SAFETY SURFACING

BID DATE: AUGUST 6, 2024

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	PLAYSITES + SURFACES, INC		YOUNG EQUIPMENT SOLUTIONS	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	WATERFRONT PARK 957 SOUTH LONG BEACH AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	9,600	\$ 20.76	\$ 199,296.00	\$ 30.00	\$ 288,000.00
1	RANDALL PARK 500 GUY LOMBARDO AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	6,200	\$ 20.10	\$ 124,620.00	\$ 30.00	\$ 186,000.00
2	GLACKEN PARK 51 TERRACE AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	3,200	\$ 20.70	\$ 66,240.00	\$ 30.00	\$ 96,000.00
3	NORTHEAST PARK 100 PARSONS AVENUE PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	6,200	\$ 20.10	\$ 124,620.00	\$ 30.00	\$ 186,000.00
4	MARTIN LUTHER KING PARK 49 STEVENS STREET PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	4,300	\$ 20.12	\$ 86,516.00	\$ 30.00	\$ 129,000.00
5	COW MEADOW PARK 701 SOUTH MAIN STREET PLAYGROUND SAFETY SURFACING (POURED IN PLACE COLORED)	SF	6,300	\$ 20.09	\$ 126,567.00	\$ 30.00	\$ 189,000.00
6	TOTAL				****\$1,025,715.00		\$ 1,074,000.00

**** Contractor added additional costs that were to be included in the bid pricing

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Elizabeth Comerford, Manager, Recreation Center
Date: August 12, 2024

**Re: Personal Service Agreement
Shawn Garnier**

The Freeport Recreation Center would like come to an agreement with Shawn Garnier. Mr. Garnier will be teaching different dance classes throughout the year. The highlights of the program are as follows:

Contract Type: NEW X RENEWAL _____ AMENDMENT _____

Contract Term: September 1, 2024—February 28, 2025

Contract Rate: \$50.00 per hour

Sessions: 20 week Dance session beginning in the Fall for children.
10 week sessions for Adult Hip Hop classes in the Fall, Winter & Spring

Description: We will be offering a basic ballet class, a ballet/tap combo and a tap/jazz combo class for children. Also, Mr. Garnier will be introducing an Adult hip hop class.

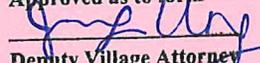
Classes: Children Dance: Saturdays 9am-12pm
Adult Hip Hop: Tuesdays 7pm-8:30pm

Compensation: The total fee to be paid to Mr. Garnier will be \$50.00 per hour with a cap of \$5,400.00.

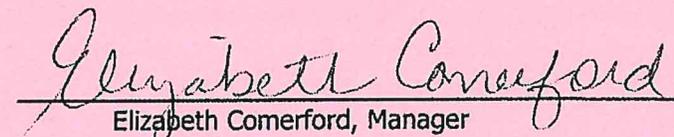
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants \$150 for Residents and \$190 for Non-Residents per 20 week session for the children programs. We will be charging \$95 for Residents & \$120 for Non-Residents per 10 week session for the Adult program.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

Approved as to form

Deputy Village Attorney

Shawn Garnier
190 N. Long Beach Ave.
Freeport, NY 11520
(646) 271-0885


Elizabeth Comerford, Manager

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

WHEREAS, the Freeport Recreation Center needs an individual to teach dance classes for children and adults at the Recreation Center; and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service for a term from September 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 with a cap of \$5,400; and

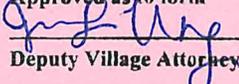
WHEREAS, these classes will each be conducted at least once a week; and

WHEREAS, funding for this service comes out of account A714004 545700 (non-employee salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby authorized to sign any paperwork necessary to effectuate a Personal Services Agreement with Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, for a term from September 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 with a cap of \$5,400.

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Shawn Garnier

September 1, 2024 – February 28, 2025

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as “IVF”), and Shawn Garnier, located at 190 N. Long Beach Ave., Freeport, NY 11520 (hereinafter referred to as “Shawn Garnier”):

WITNESSETH:

WHEREAS, Shawn Garnier, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of dance classes for children and adults, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on September 1, 2024 and shall terminate on February 28, 2025. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Shawn Garnier.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Shawn Garnier under this Agreement, the IVF shall pay Shawn Garnier a fee not to exceed \$5,400. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Shawn Garnier and submitted to the Freeport Recreation Center for processing.

5. Duties

Shawn Garnier shall provide the following services to IVF:

Shawn Garnier shall conduct basic ballet class, a ballet/tap combo and a tap/jazz combo class for children and will be introducing an Adult hip hop class at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

Shawn Garnier shall devote such time, attention and energies to the IVF as is required. Shawn Garnier shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage.

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue

Shawn Garnier
190 N. Long Beach Ave.

Freeport, NY 11520
Attn: Village Attorney

Freeport, NY 11520
(646) 271-0885

11. Entire Agreement and Waiver.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement", whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

12. Amendments.

No supplement, modifications or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

13. Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

14. Severability.

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

15. Subject Headings.

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

16. Applicable Law.

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of New York.

17. Conflicts of Interest

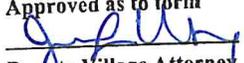
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Shawn Garnier hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Shawn Garnier

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Elizabeth Comerford, Manager, Recreation Center
Date: August 12, 2024

**Re: Personal Service Agreement
Stay Fresh Stories, LLC**

The Freeport Recreation Center would like to come to an agreement with Stay Fresh Stories, LLC, owned and operated by Susan Garcia. Ms. Garcia will be teaching a "Mindful Me" (arts & crafts class) program throughout the year. The highlights of the program are as follows:

Contract Type: NEW X RENEWAL _____ AMENDMENT _____

Contract Term: September 1, 2024—February 28, 2025

Contract Rate: \$50.00 per hour

Sessions: 8 week sessions in the Fall, Winter & Spring

Description: "Mindful Me" is a collection of arts & crafts workshops designed to provide a safe space for kids to gain self-awareness, talk about kindness, make positive affirmations and learn about resilience & community! Children learn through literature and express themselves through craft projects.

Classes: Saturdays 11am-12pm

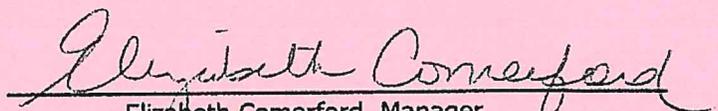
Compensation: The total fee to be paid to Stay Fresh Stories will be \$50.00 per hour with a cap of \$2,000.00.

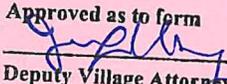
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants \$60 for Residents and \$75 for Non-Residents per 8 week session.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

Stay Fresh Stories, LLC
711 Koelbel Ct.
Baldwin, Ny 11510
(516) 652-0861


Elizabeth Comerford, Manager

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Recreation Center needs an individual to teach arts and crafts classes for children at the Recreation Center; and

WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, Stay Fresh Stories, LLC, 711 Koelbel Ct., Baldwin, NY 11510, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service for a term from September 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 with a cap of \$2,000; and

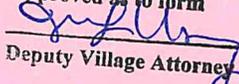
WHEREAS, these classes will each be conducted at least once a week; and

WHEREAS, funding for this service comes out of account A714004 545700 (non-employee salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby authorized to sign any paperwork necessary to effectuate a Personal Services Agreement with Stay Fresh Stories, LLC, 711 Koelbel Ct., Baldwin, NY 11510, for a term from September 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 with a cap of \$2,000.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Stay Fresh Stories, LLC

September 1, 2024 – February 28, 2025

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Stay Fresh Stories, LLC, located at 711 Koelbel Ct., Baldwin, NY 11520 (hereinafter referred to as "Stay Fresh Stories, LLC"):

WITNESSETH:

WHEREAS, Stay Fresh Stories, LLC, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of dance classes for children and adults, and,

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

TERMS AND CONDITIONS

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

1. Employment.

IVF hereby employs Stay Fresh Stories, LLC as an independent contractor, and Stay Fresh Stories, LLC hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on September 1, 2024 and shall terminate on February 28, 2025. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Stay Fresh Stories, LLC.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Stay Fresh Stories, LLC under this Agreement, the IVF shall pay Stay Fresh Stories, LLC a fee not to exceed \$2,000. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Stay Fresh Stories, LLC and submitted to the Freeport Recreation Center for processing.

5. Duties

Stay Fresh Stories, LLC shall provide the following services to IVF:

Stay Fresh Stories, LLC shall conduct arts & crafts workshops designed to provide a safe space for kids to gain self-awareness, talk about kindness, make positive affirmations and learn about resilience & community. Children learn through literature and express themselves through craft projects at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

Stay Fresh Stories, LLC shall devote such time, attention and energies to the IVF as is required. Stay Fresh Stories, LLC shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage.

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

This Agreement may not be assigned by Stay Fresh Stories, LLC without the prior written consent of the IVF.

10. Notices.

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

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, NY 11520
Attn: Village Attorney

Stay Fresh Stories, LLC
711 Koelbel Ct.
Baldwin, NY 11510
(516) 652-0861

11. Entire Agreement and Waiver.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement", whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

12. Amendments.

No supplement, modifications or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

13. Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

14. Severability.

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

15. Subject Headings.

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

16. Applicable Law.

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of New York.

17. Conflicts of Interest

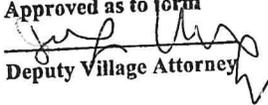
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Stay Fresh Stories, LLC hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Stay Fresh Stories, LLC

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 construction of various electric system improvements, including upgrades to the power plants in the Village, specifically the appropriation of \$9,500,000 in bonds and authorizing the issuance of bonds in the principal amount of \$9,500,000 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:

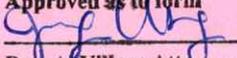
1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result 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

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Village Attorney's Office

TO: Robert T. Kennedy, Mayor
FROM: Howard E. Colton Village Attorney
DATE: August 16, 2024
RE: Parking Ticket Fees

This office, in conjunction with the Court's third party administrator for parking ticket enforcement, has reviewed the fines that are currently imposed for violations of the Vehicle and Traffic Regulations of the Village of Freeport. A complete review has not been done for over 6 years.

It has been determined that an increase in the fine for each parking violation issued under the Vehicle and Traffic Regulations of the Village of Freeport and the Vehicle and Traffic Law of the State of New York should be increased by twenty dollars (\$20.00), except those fines pre-empted by State law.

The Code of the Village of Freeport authorizes the Vehicle and Traffic Regulations and further permits the Village Board to set the fines for enforcement of those regulations.

If this meets with your approval, please place on the next available agenda for review and approval by the Board.



Howard E. Colton
Village Attorney

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village Attorney's Office is requesting Board approval for an increase in the fine for each parking violation issued under the Vehicle and Traffic Regulations of the Village of Freeport; and

WHEREAS, this office, in conjunction with the Court's third party administrator for parking ticket enforcement, has reviewed the fines that are currently imposed for violations of the Vehicle and Traffic Regulations of the Village of Freeport; a complete review has not been done for over 6 years; and

WHEREAS, it has been determined that an increase in the fine for each parking violation issued under the Vehicle and Traffic Regulations of the Village of Freeport and the Vehicle and Traffic Law of the State of New York should be increased by twenty dollars (\$20.00), except those fines pre-empted by State law; and

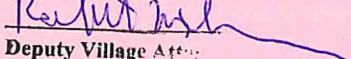
WHEREAS, the Code of the Village of Freeport authorizes the Vehicle and Traffic Regulations and further permits the Village Board to set the fines for enforcement of those regulations; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board approves and the Mayor be and hereby authorized to execute any and all documentation necessary to approve an increase in the fine for each parking violation issued under the Vehicle and Traffic Regulations of the Village of Freeport and the Vehicle and Traffic Law of the State of New York by twenty dollars (\$20.00), except those fines pre-empted by State law.

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 Attor:

**VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Pamela Walsh Boening, Village Clerk

Date: August 19, 2024

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Macedo Contracting Services Inc. Total: \$21,797.50

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 127-2023

Owner: **Jorge A. Ramirez**
71 Atlantic Avenue
Freeport, NY 11520
71 Atlantic Avenue
Sec, Blk., Lot (s): 62-085-125

Location: **71 Atlantic Avenue**

Contractor: Macedo Contracting Services Inc.

Charges: \$2,128.00

Sidewalk Survey # MSW 134-2023

Owner: **Edner Geneste**
125 Atlantic Avenue
Freeport, NY 11520

125 Atlantic Avenue
Sec, Blk., Lot (s): 62-083-419
Location: **125 Atlantic Avenue**
Contractor: Macedo Contracting Services Inc.
Charges: \$1,350.50

Sidewalk Survey # MSW 213- 2023
Owner: **Luis Rodriguez**
350-354 Atlantic Avenue
Freeport, NY 11520
350 Atlantic Avenue
Sec, Blk., Lot (s): 62-036-156
Location: **350 Atlantic Avenue**
Contractor: Macedo Contracting Services Inc.
Charges: \$787.50

Sidewalk Survey # MSW 151-2023
Owner: **CVS Caremark #0992**
In Care of Store Accounting Dept.
One CVS Drive
Woonsocket, RI 02895
403 Atlantic Avenue
Sec, Blk., Lot (s): 54-312-46
Location: **403 Atlantic Avenue**
Contractor: Macedo Contracting Services Inc.
Charges: \$10,347.50

Sidewalk Survey # MSW 70-2023
Owner: **Andrew and Phyllis Taub**
22 Davison Place
Freeport, NY 11520
22 Davison Place
Sec, Blk., Lot (s): 62-073-562
Location: **22 Davison Place**
Contractor: Macedo Contracting Services Inc.
Charges: \$651.00

Sidewalk Survey # MSW 179-2023

Owner: **Freeport Union Free School**
In care of Facilities Office
235 N Ocean Avenue
Freeport, NY 11520
450 S Ocean Avenue
Sec, Blk., Lot (s): 62-167-1
Location: **450 S Ocean Avenue**
Contractor: Macedo Contracting Services Inc.
Charges: \$1,320.00

Sidewalk Survey # MSW 11-2024

Owner: **Esther and Wilson Albert**
75 Rosedale Avenue
Freeport, NY 11520
75 Rosedale Avenue
Sec, Blk., Lot (s): 55-231-216
Location: **75 Rosedale Avenue**
Contractor: Macedo Contracting Services Inc.
Charges: \$536.00

Sidewalk Survey # MSW 1-2024

Owner: **Ruth Reyes**
556 Southside Avenue
Freeport, NY 11520
556 Southside Avenue
Sec, Blk., Lot (s): 54-299-286
Location: **556 Southside Avenue**
Contractor: Macedo Contracting Services Inc.
Charges: \$2,310.00

Sidewalk Survey # MSW 47-2023

Owner: **BGF Bobby Q's Inc**
447 N Main Street
Freeport, NY 11520
365 W Sunrise Highway
Sec, Blk., Lot (s): 54-075-5
Location: **365 W Sunrise Highway**
Contractor: Macedo Contracting Services Inc.
Charges: \$2,367.00

Pamela Walsh Boening
Pamela Walsh Boening, Village Clerk

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED AUGUST 26, 2024, AUTHORIZING THE CONSTRUCTION OF VARIOUS ELECTRIC SYSTEM IMPROVEMENTS, INCLUDING UPGRADES TO THE POWER PLANTS IN THE VILLAGE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$9,500,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$9,500,000 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 construct various electric system improvements, including upgrades to the power plants in the Village. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$9,500,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds or notes of the Village in the principal amount of not to exceed \$9,500,000 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 or notes and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Village in the principal amount of not to exceed \$9,500,000 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 the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 5 of the Law, is thirty (30) 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 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 of the Law 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 Section 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 the execution of 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 is subject to a permissive referendum and the Village Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in "*Freeport Herald Leader*," a newspaper having a general circulation within said Village and hereby designated the official newspaper of the Village for such publication, and posted in at least six (6) public places and in each polling place in the Village, a Notice in substantially the following form:

HAWKINS

HAWKINS DELAFIELD & WOOD LLP
7 WORLD TRADE CENTER, 250 GREENWICH STREET, NEW YORK, NEW YORK 10007
(212) 820-9300 | HAWKINS.COM

(212) 820-9620

August 22, 2024

Village of Freeport, New York
\$9,500,000 Bonds for Electric System Improvements
(Our File Designation: 7673/47239)

Pamela Walsh Boening
Village Clerk
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Dear Pam:

At the request of the Village, I have prepared the attached draft Extract of Minutes of the Board of Trustees meeting to be held on August 26, 2024, showing adoption of the above bond resolution. Section 7 of the bond resolution contains the form of notice to be published in the official Village newspaper and posted in six (6) locations throughout the Village, and in each Village polling place, within ten (10) days after adoption of the bond resolution. **Please note that adoption of the bond resolution requires at least a two-thirds vote of the entire membership of the Board of Trustees, without taking into account any temporary absences or vacancies. Therefore, four affirmative votes are required for adoption.**

Also attached is the Affidavit of Posting to be executed by you, as the Village Clerk. A copy of the notice, as posted, should be attached to this Affidavit.

I am forwarding the enclosed bond resolution with the understanding that all requirements of the New York State Environmental Quality Review Act ("SEQRA"), including either a negative declaration or the appropriate level of review of the project, have been complied with or will be complied with prior to adoption.

Please obtain and forward to me a certified copy of the Extract of Minutes, an executed Affidavit of Posting, and an original Affidavit of Publication from the newspaper. Upon receipt of such items, I will forward to the Village the additional documents required with respect to the estoppel publication.

Please do not hesitate to call if you have any questions or concerns regarding the foregoing.

With best regards, I am

Very truly yours,

A handwritten signature in black ink, appearing to read 'William J. Jackson', with a long horizontal flourish extending to the right.

William J. Jackson

WJJ/ml

Enclosures

cc: Howard E. Colton, Esq., Village Attorney
Ismaela M. Hernandez, Village Treasurer
Valarie Montes, Deputy Village Treasurer
Alvin McDaniel, Comptroller
Jennifer Ungar, Esq., Deputy Village Attorney
David Tanner, Liberty Capital Services

EXTRACT OF MINUTES

Meeting of the Board of Trustees of the
Village of Freeport, in the
County of Nassau, New York

August 26, 2024

* * *

A meeting of the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, 46 North Ocean Avenue, Freeport, New York, on August 26, 2024.

There were present: Robert T. Kennedy, Mayor; and

Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk

* * *

_____ offered the following resolution and moved its
adoption:

VILLAGE OF FREEPORT, NEW YORK

PLEASE TAKE NOTICE that on August 26, 2024, the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, adopted a bond resolution entitled:

“Bond Resolution of the Village of Freeport, New York, adopted August 26, 2024, authorizing the construction of various electric system improvements, including upgrades to the power plants in the Village, stating the estimated maximum cost thereof is \$9,500,000, appropriating said amount for such purpose, and authorizing the issuance of bonds in the principal amount of \$9,500,000 to finance said appropriation,”

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Village to construct various electric system improvements, including upgrades to the power plants in the Village; STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$9,500,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes the issuance of bonds or notes of the Village in the principal amount of not to exceed \$9,500,000 to finance said appropriation, and the levy of a tax upon all the taxable real property within the Village to pay the principal of said bonds and interest thereon;

SECOND: AUTHORIZING the issuance of not to exceed \$9,500,000 bonds of the Village pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is thirty (30) years; 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 and the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Village for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds and any bond anticipation notes issued in anticipation of said bonds and the renewals of said bond anticipation notes shall be general obligations of the Village; and PLEDGING to their payment the faith and credit of the Village;

FIFTH: DELEGATING to the Village Treasurer the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: August 26, 2024

Pamela Walsh Boening
Village Clerk

Section 8. The Village Clerk is hereby directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

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.

CERTIFICATE

I, Pamela Walsh Boening, Village Clerk of the Village of Freeport, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Village of Freeport duly called and held on August 26, 2024, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
corporate seal of said Village of Freeport on August
26, 2024.

(SEAL)

Village Clerk

AFFIDAVIT OF POSTING

Pamela Walsh Boening, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly qualified and acting Village Clerk of the Village of Freeport, in the County of Nassau, State of New York;

That on _____, 2024, she has caused to be conspicuously posted and fastened up in the following places a Notice setting forth an abstract of the bond resolution duly adopted by the Board of Trustees on August 26, 2024, a copy of which is annexed hereto and made a part hereof, said places constituting at least six (6) of the most conspicuous public places in said Village, and at least one copy in each polling place in said Village:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Village Clerk

Subscribed and sworn to before me
this _____ day of _____ 2024.

Notary Public, State of New York

VILLAGE OF FREEPORT

INTER-OFFICE CORRESPONDENCE

To: Mayor Robert Kennedy

Date: 8/2/24

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Installation of SCADA system for the Village water system" and associated capital WE107 150111 2018 SCADA Installation project. The New York State Comptroller mandates that the Village Board give authorization to close out capital projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the Water Fund reserve for Debt Service WE131 113489.

Debt History of Project:

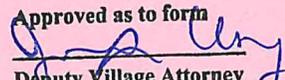
Authorized: 8/20/2018
Amount Authorized: \$115,000
Initial Financing: 2019 Series A BAN 2/26/19
Rolled to 2019 Series A BOND 4/30/19

Remaining in Project from Debt Proceeds	\$ 216.23
Interest Earned as of 7/31/24	<u>3,566.58</u>
Total cash remaining	\$3,782.81
To be transferred to Water Debt Service reserve	

Please see the attached copy of the capital project expenditures for this project.

Thank you.


Valerie Montes
Deputy Treasurer

Approved as to form

Deputy Village Attorney

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

WHEREAS, authorization is requested to close out the Bond resolution titled “Installation of SCADA system for the Village water system” and associated capital WE107 150111 2018 SCADA Installation project; and

WHEREAS, the **Debt History of Project** is as follows:

Authorized:	8/20/2018
Amount Authorized:	\$115,000
Initial Financing:	2019 Series A BAN 2/26/19
	Rolled to 2019 Series A BOND 4/30/19

Remaining in Project from Debt Proceeds	\$ 216.23
Interest Earned as of 7/31/24	<u>3,566.58</u>
Total cash remaining	\$3,782.81
To be transferred to Water Debt Service reserve	

WHEREAS, the NYLFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

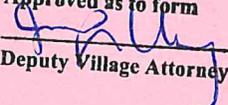
WHEREAS, the remaining cash available will be transferred to the Water Fund reserve for Debt Service WE131 113489; and

NOW THEREFORE BE IT RESOLVED, that the Board authorize the closing of the above referenced bond authorization and associated Capital Project and the remaining debt proceeds and interest, in the amount of Three Thousand, Seven Hundred, Eighty-Two Dollars and Eighty-One Cents (\$3,782.81) (as of July 31, 2024) and any additional accrued interest on such amount to the date of such transfer be moved to the Water Fund reserve for Debt Service WE131 113489.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT

INTER-OFFICE CORRESPONDENCE

To: Mayor Robert Kennedy

Date: 8/5/24

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Replacement of a sewer pump on Buffalo Avenue" and associated capital H819702 527100 2020 Buffalo Ave Sewer Pump. The New York State Comptroller mandates that the Village Board give authorization to close out capital projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund Reserve for Debt Service cash account A200 120171.

Debt History of Project:

Authorized: 2/3/2020 amended 10/3/2022
Amount Authorized: \$293,000
Initial Financing: **BAN#1 \$62,000**
2020 Series F BAN 12/15/2020
Rolled to 2021 Series A BOND 4/28/2021

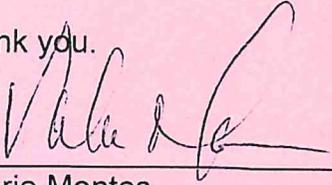
BAN #2 \$100,000
2023 Series A BAN 2/23/23
Rolled to 2023 Series C BAN 4/26/23
Principal payment of \$10,000 made 4/26/24
Balance of \$90,000.00 rolled to 2023 Series B BAN on 4/26/2024

Amount remaining in authorization of \$131,000 was rescinded on 7/1/2023

Remaining in Project from Debt Proceeds	\$ 0.00
Interest Earned as of 7/31/24	<u>333.27</u>
Total cash remaining as of 7/31/24	\$333.27
To be transferred to reserve for Debt Service	

Please see the attached copy of the capital project expenditures for this project.

Thank you.



Valerie Montes
Deputy Treasurer

Approved as to form



Deputy Village Attorney

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

WHEREAS, authorization is requested to close out the Bond resolution titled “Replacement of a sewer pump on Buffalo Avenue” and associated capital H819702 527100 2020 Buffalo Ave Sewer Pump; and

WHEREAS, the **Debt History of Project** is as follows:

Authorized:	2/3/2020 amended 10/3/2022
Amount Authorized:	\$293,000
Initial Financing:	BAN#1 \$62,000 2020 Series F BAN 12/15/2020 Rolled to 2021 Series A BOND 4/28/2021
	BAN #2 \$100,000 2023 Series A BAN 2/23/23 Rolled to 2023 Series C BAN 4/26/23 Principal payment of \$10,000 made 4/26/24 Balance of \$90,000.00 rolled to 2023 Series B BAN on 4/26/2024

Amount remaining in authorization of \$131,000 was rescinded on 7/1/2023

Remaining in Project from Debt Proceeds	\$ 0.00
Interest Earned as of 7/31/24	<u>333.27</u>
Total cash remaining as of 7/31/24	\$333.27
To be transferred to reserve for Debt Service	

WHEREAS, the NYLFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

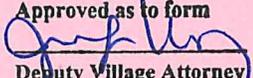
WHEREAS, the remaining cash available will be transferred to the General Fund reserve for Debt Service account A200 120171; and

NOW THEREFORE BE IT RESOLVED, that the Board authorize the closing of the above referenced bond authorization and associated Capital Project and the remaining debt proceeds and interest, in the amount of Three Hundred, Thirty-Three Dollars and Twenty-Seven Cents (\$333.27) (as of July 31, 2024) and any additional accrued interest on such amount to the date of such transfer be moved to the General Fund reserve for Debt Service account A200 120171.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT

INTER-OFFICE CORRESPONDENCE

To: Mayor Robert Kennedy

Date: 8/5/24

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Installation of flood proofing dam doors at the Village Recreation Center and Department of Public Works Facility" and associated capital H719702 522121 Recreation Center Flood Dam Doors. The New York State Comptroller mandates that the Village Board give authorization to close out capital projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund Reserve for Debt Service cash account A200 120171.

Debt History of Project:

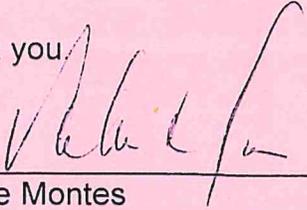
Authorized: 8/22/2018 amended 6/28/2021
Amount Authorized: \$320,000
Initial Financing: **BAN#1 \$255,000**
2019 Series E 7/31/2019
Rolled to 2020 Series E BAN 4/29/2020
Principal payment of \$15,000.00 made on 4/29/21
Balance of \$240,000.00 rolled to 2021 Series B BAN on 4/28/2021
Principal payment of \$15,000 made on 4/28/2022
Balance of \$225,000.00 rolled to 2022 Series C BAN on 4/27/2022
Principal payment of \$15,000 made on 4/26/2023
Balance of \$210,000.00 rolled to 2023 Series C BAN on 4/26/2023
Principal payment of \$15,000 made on 4/26/2024
Balance of \$195,000.00 rolled to 2024 Series B BAN on 4/25/2024

BAN #2 \$65,000.00
2021 Series D BAN 11/16/2021
Rolled to 2022 Series E BAN 11/15/2022
Principal payment of \$5,000 made on 11/15/2023
Balance of \$60,000.00 rolled to 2023 Series E BAN on 11/15/2023

Remaining in Project from Debt Proceeds	\$ 0.00
Interest Earned as of 7/31/24	<u>3,656.77</u>
Total cash remaining as of 7/31/24	\$3,656.77
To be transferred to reserve for Debt Service	

Please see the attached copy of the capital project expenditures for this project.

Thank you



Valerie Montes
Deputy Treasurer

Approved as to form



Deputy Village Attorney

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

WHEREAS, authorization is requested to close out the Bond resolution titled “Installation of flood proofing dam doors at the Village Recreation Center and Department of Public Works Facility” and associated capital H719702 522121 Recreation Center Flood Dam Doors; and

WHEREAS, the Debt History of Project is as follows:

Authorized:	8/22/2018 amended 6/28/2021
Amount Authorized:	\$320,000
Initial Financing:	BAN#1 \$255,000
	2019 Series E 7/31/2019
	Rolled to 2020 Series E BAN 4/29/2020
	Principal payment of \$15,000.00 made on 4/29/21
	Balance of \$240,000.00 rolled to 2021 Series B BAN on 4/28/2021
	Principal payment of \$15,000 made on 4/28/2022
	Balance of \$225,000.00 rolled to 2022 Series C BAN on 4/27/2022
	Principal payment of \$15,000 made on 4/26/2023
	Balance of \$210,000.00 rolled to 2023 Series C BAN on 4/26/2023
	Principal payment of \$15,000 made on 4/26/2024
	Balance of \$195,000.00 rolled to 2024 Series B BAN on 4/25/2024
	BAN #2 \$65,000.00
	2021 Series D BAN 11/16/2021
	Rolled to 2022 Series E BAN 11/15/2022
	Principal payment of \$5,000 made on 11/15/2023
	Balance of \$60,000.00 rolled to 2023 Series E BAN on 11/15/2023
Remaining in Project from Debt Proceeds	\$ 0.00
Interest Earned as of 7/31/24	<u>3,656.77</u>
Total cash remaining as of 7/31/24	\$3,656.77
To be transferred to reserve for Debt Service	

WHEREAS, the NYLFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

WHEREAS, the remaining cash available will be transferred to the General Fund reserve for Debt Service account A200 120171; and

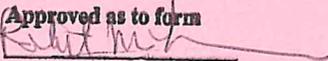
NOW THEREFORE BE IT RESOLVED, that the Board authorize the closing of the

above referenced bond authorization and associated Capital Project and the remaining debt proceeds and interest, in the amount of Three Thousand, Six Hundred, Fifty-Six Dollars and Seventy-Seven Cents (\$3,656.77) (as of July 31, 2024) and any additional accrued interest on such amount to the date of such transfer be moved to the General Fund reserve for Debt Service account A200 120171.

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

		Authorized	8/22/2018	255,000.00		
			6/28/2021	65,000.00		
	INV#	PO#	PAID			
H719702 522121 2018 REC CENTER FLOOD DAM DOORS						
NICOLINO CONSTRUCTION	9543	20213992	3/8/2021	6,500.00		
HAUGLAND ENERGY GROUP	ICE481.01	20215800	4/26/2021	98,054.25		
HAUGLAND ENERGY GROUP	ICE481.02	20220735	5/24/2021	137,000.00		
HAUGLAND ENERGY GROUP	481.02	20222012	8/9/2021	72,745.75		
ZORO TOOLS	10104988	20223019	10/6/2021	2,753.94		
FINANCING COSTS						
LA TRIBUNA	8789	20192855	9/18/2018	85.50		
HERALD COMMUNITY NEWSPAPER	CL00154204	20192844	9/18/2018	107.36		
HERALD COMMUNITY NEWSPAPER	CL00156165	20193543	10/16/2018	77.44		
NOTICIA	263808	20193978	11/8/2018	53.97		
NETWORK FINANCIAL PRINTING	16813	20202705	9/9/2019	20.20		
HAWKINS DELAFIELD & WOOD LLP	2019-SERIES E	20203072	9/23/2019	504.43		
LIBERTY CAPITAL SERVICES	560	20203075	9/23/2019	526.72		
LIBERTY CAPITAL SERVICES	594	20211513	7/13/2020	494.31		
HAWKINS DELAFIELD & WOOD LLP	2020SERIESE 0	20214776	2/22/2021	190.89		
HAWKINS DELAFIELD & WOOD LLP	2021BONDSA	20221214	5/24/2021	190.30		
ROPER GRAPHICS	2839	20220747	5/24/2021	7.32		
LIBERTY CAPITAL SERVICES	638	20221151	5/24/2021	454.30		
HERALD COMMUNITY NEWSPAPER	CL196005	20221977	8/9/2021	121.44		
HERALD COMMUNITY NEWSPAPER	CL00196647	20222633	9/13/2021	86.24		
LIBERTY CAPITAL SERVICES	778	20244614	1/8/2024	27.17		
LIBERTY CAPITAL SERVICES	778	20244614	1/8/2024	(1.53)		
TOTAL PROJECT				320,000.00		
					BAN 2019 SERIES E 7/31/19	BAN #1
					(see below)	
					BAN 2021 SERIES D 11/16/21	BAN #2
					TOTAL BAN'S	320,000.00
					Interest Earned	3,656.77
					CLASS ACCT#294	
					H200 124993	
					AS OF 7/31/24	
					TOTAL INTEREST	3,656.77
					Total Project Revenues	323,656.77
					Less-Project Expenditures	(320,000.00)
					Less- Interest	(3,656.77)
					Remaining in Project	0.00
					TOTAL CASH	3,656.77
					BAN #1	
					BAN 2019 SERIES E 7/31/19	255,000.00
					rolled to:	
					2020 SERIES E BAN 4/29/20	255,000.00
					PRINCIPAL PMT 4/29/21	(15,000.00)
					ROLLED TO:	
					2021 SERIES B BAN 4/28/21	240,000.00
					PRINCIPAL PMT 4/28/22	(15,000.00)
					ROLLED TO:	
					2022 SERIES C BAN 4/27/22	225,000.00
					PRINCIPAL PMT 4/26/23	(15,000.00)
					ROLLED TO:	
					2023 SERIES C BAN 4/26/23	210,000.00
					PRINCIPAL PMT 4/26/24	(15,000.00)
					ROLLED TO:	
					2024 SERIES B BAN 4/25/24	195,000.00
						DUE 4/25/25
					BAN #2	
					2021 SERIES D BAN 11/16/21	65,000.00
					ROLLED TO:	
					2022 SERIES E 11/15/22	65,000.00
					PRINCIPAL PMT 11/15/23	(5,000.00)
					ROLLED TO:	
					2023 SERIES E BAN 11/14/23	60,000.00

VILLAGE OF FREEPORT

INTER-OFFICE CORRESPONDENCE

To: Mayor Robert Kennedy

Date: 8/6/24

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Construction of road improvements to Nassau Avenue" and associated capital H519702 523020 2022 Nassau Avenue Grade Raise. The New York State Comptroller mandates that the Village Board give authorization to close out capital projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund operating account A200 120000.

Debt History of Project:

Authorized: 3/28/22 amended 10/3/2022
Amount Authorized: \$1,000,000
Initial Financing: **BAN#1 \$500,000**
2022 Series E 11/15/22
Principal payment of \$500,000.00 made on 11/15/23
Ban is paid in full

BAN #2 \$355,000.00
2023 Series A BAN 2/23/2023
Rollover to 2023 Series C BAN 4/26/2023
Principal payment of \$355,000.00 made on 4/26/24
Ban is paid in full

Grant Reimbursements:

NYS DEHS Hazzard Mitigation	\$ 282,837.30	05/08/23
NYS CHIPS	<u>572,894.23</u>	06/21/23
Total Grants received	\$855,731.53	

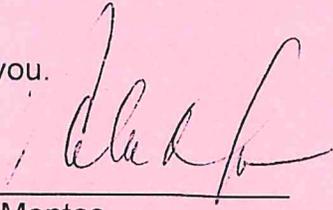
Amount of Grants used for principal payments \$855,000.00

Remaining in Project from Debt Proceeds	\$	0.00
Remaining in project from Grant Funds		731.53
Interest Earned as of 7/31/24		<u>33,022.21</u>

Total cash remaining	\$33,753.74
To be transferred to General operating cash	

Please see the attached copy of the capital project expenditures for this project.

Thank you.



Valerie Montes
Deputy Treasurer

Approved as to form



Deputy Village Attorney

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

WHEREAS, authorization is requested to close out the Bond resolution titled “Construction of road improvements to Nassau Avenue” and associated capital H519702 523020 2022 Nassau Avenue Grade Raise; and

WHEREAS, the Debt History of Project is as follows:

Authorized:	3/28/22 amended 10/3/2022
Amount Authorized:	\$1,000,000
Initial Financing:	BAN#1 \$500,000
	2022 Series E 11/15/22
	Principal payment of \$500,000.00 made on 11/15/23
	Ban is paid in full
	BAN #2 \$355,000.00
	2023 Series A BAN 2/23/2023
	Rolled to 2023 Series C BAN 4/26/2023
	Principal payment of \$355,000.00 made on 4/26/24
	Ban is paid in full

Grant Reimbursements:

NYS DEHS Hazzard Mitigation	\$ 282,837.30	05/08/23
NYS CHIPS	<u>572,894.23</u>	06/21/23
Total Grants received	\$855,731.53	
Amount of Grants used for principal payments	\$855,000.00	
Remaining in Project from Debt Proceeds	\$ 0.00	
Remaining in project from Grant Funds	731.53	
Interest Earned as of 7/31/24	<u>33,022.21</u>	
Total cash remaining	\$33,753.74	
To be transferred to General operating cash		

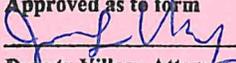
WHEREAS, the NYLFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

WHEREAS, the remaining cash available will be transferred to the General Fund operating account A200 120000; and

NOW THEREFORE BE IT RESOLVED, that the Board authorize the closing of the above referenced bond authorization and associated Capital Project and the remaining debt proceeds and interest, in the amount of Three Thousand, Seven Hundred, Fifty-Three Dollars and Seventy-Four Cents (\$33,753.74) (as of July 31, 2024) and any additional accrued interest on such amount to the date of such transfer be moved to the General Fund operating account A200 120000.

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 Kennedy

Date: 8/6/24

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Projects

Authorization is requested from the Mayor and Board of Trustees to close out the following Capital Project titled "Construction of various sanitary sewer improvements"

for the following Capital Projects:

H819702 522965 2021 Sewer Sanitary Lines Replacement/Relining,

H819702 522965 Suffolk Street Lift Station & Buffalo Avenue Pump Renovations total of \$1,645,000

H199702 529900 Debt Cost of Issuance for 2021 Series D BAN \$55,000

The NY State Comptroller mandates that the Village Board give authorization to close out Capital Projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund Reserve for Debt Service cash account A200 120171.

Debt History of Project: H819702 522965

Authorized:	6/28/21
Amount Authorized:	\$1,700,000
Initial Financing:	2021 BAN Series D 11/16/21 \$1,645,000
	Rolled to 2022 BAN SERIES E on 11/15/22
	Principal payment of \$90,000 made on 11/15/23
	Rolled to BAN 2023 Series E 11/14/23

Remaining in Project from debt proceeds	\$ 0.00
Interest Earned as of 7/31/24	<u>1,276.23</u>
Total cash remaining	
To be transferred to reserve for Debt Service	\$1,276.23

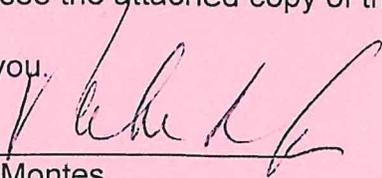
Debt History of Project: H199702 529900

Authorized: 6/28/21
Amount Authorized: \$1,700,000
Initial Financing: 2021 BAN Series D 11/16/21 \$55,000
Rollover to 2022 BAN SERIES E on 11/15/22
Rollover to BAN 2023 Series E 11/14/23

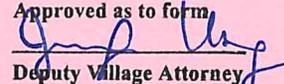
Remaining in Project from debt proceeds	\$ 398.88
Interest Earned as of 7/31/24	<u>686.53</u>
Total cash remaining	
To be transferred to reserve for Debt Service	\$1,080.41

Please see the attached copy of the capital project expenditures for this project.

Thank you,



Valerie Montes
Deputy Treasurer

Approved as to form

Deputy Village Attorney

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

WHEREAS, authorization is requested to close out the Bond resolution titled “Construction of various sanitary sewer improvements” and its associated Capital Projects, H819702 522965 2021 Sewer Sanitary Lines Replacement/Relining, H819702 522965 Suffolk Street Lift Station & Buffalo Avenue Pump Renovations total of \$1,645,000, and H199702 529900 Debt Cost of Issuance for 2021 Series D BAN \$55,000; and

WHEREAS, the Debt History of Project for H819702 522965 2021 Sewer Sanitary Lines Replacement/Relining and H819702 522965 Suffolk Street Lift Station & Buffalo Avenue Pump Renovations total of \$1,645,000 are as follows:

Authorized:	6/28/21
Amount Authorized:	\$1,700,000
Initial Financing:	2021 BAN Series D 11/16/21 \$1,645,000 Rolloed to 2022 BAN SERIES E on 11/15/22 Principal payment of \$90,000 made on 11/15/23 Rolloed to BAN 2023 Series E 11/14/23
Remaining in Project from debt proceeds	\$ 0.00
Interest Earned as of 7/31/24	<u>1,276.23</u>
Total cash remaining	
To be transferred to reserve for Debt Service	\$1,276.23

WHEREAS, the Debt History of Project for H199702 529900 Debt Cost of Issuance for 2021 Series D BAN \$55,000 is as follows:

Authorized:	6/28/21
Amount Authorized:	\$1,700,000
Initial Financing:	2021 BAN Series D 11/16/21 \$1,645,000 Rolloed to 2022 BAN SERIES E on 11/15/22 Principal payment of \$90,000 made on 11/15/23 Rolloed to BAN 2023 Series E 11/14/23
Remaining in Project from debt proceeds	\$ 398.88
Interest Earned as of 7/31/24	<u>686.53</u>
Total cash remaining	
To be transferred to reserve for Debt Service	\$1,080.41

WHEREAS, the NYLFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

WHEREAS, the remaining cash available will be transferred to the General Fund Reserve for Debt Service cash account A200 120171; and

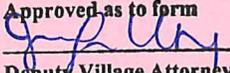
NOW THEREFORE BE IT RESOLVED, that the Board authorizes the closing of the above referenced bond authorization titled “Construction of various sanitary sewer improvements”; and

BE IT FURTHER RESOLVED, that the Board authorizes the closing of the associated Capital Project H819702 522965 2021 Sewer Sanitary Lines Replacement/Relining and H819702 522965 Suffolk Street Lift Station & Buffalo Avenue Pump Renovations total of \$1,645,000 and the remaining debt proceeds and interest, in the amount of One Thousand, Two Hundred, Seventy-Six Dollars and Twenty-Three Cents (\$1,276.23) (as of July 31, 2024) and any additional accrued interest on such amount to the date of such transfer be moved to the General Fund Reserve for Debt Service cash account A200 120171; and

BE IT FINALLY RESOLVED, that the Board authorizes the closing of the associated Capital Project H199702 529900 Debt Cost of Issuance for 2021 Series D BAN \$55,000 and the remaining debt proceeds and interest, in the amount of One Thousand, Eighty Dollars and Forty-One Cents (\$1,080.41) (as of July 31, 2024) and any additional accrued interest on such amount to the date of such transfer be moved to the General Fund Reserve for Debt Service cash account A200 120171.

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

PREPARED BY COMPTROLLER'S
OFFICE

Authorized						
AUTHORIZED AT 6/28/21 BOT MEETING					6/28/2021	1,700,000.00
					LESS	BOND COSTS
						(55,000.00)
					LESS	SUFFOLK & BUFFALO
						(245,000.00)
						1,400,000.00
H819702 522955 2021 SEWER SANITARY LINES REPLACEMENT/RELINING 1,400,000.00						
VENDOR NAME	INVOICE#	PO#	DATE PAID	AMOUNT		
BANCKER CONSTRUCTION CORP	82456	20222239	7/26/2021	77,422.94		
BANCKER CONSTRUCTION CORP	82795	20222238	7/26/2021	828,043.45		
BANCKER CONSTRUCTION CORP	5	20224266	12/20/2021	158,930.53		
PHILIP ROSS INDUSTRIES	2 - 03/18/22	20231193	5/23/2022	30,666.00		
PHILIP ROSS INDUSTRIES	3	20231577	6/13/2022	102,761.50		
AMERICAN PAVING & MASONRY CORP		20231913	8/22/2022	3,791.65		
PHILIP ROSS INDUSTRIES	REQ#4	20232032	8/22/2022	225,213.91		
PHILIP ROSS INDUSTRIES(recl from H819702 527100)	REQ#5	20233782	11/28/2022	132,000.00		
CAMPBELL FOUNDRY	1053066	20231032	5/15/2023	1,000.00		
SUFFOLK STREET LIFT STATION & BUFFALO AVE PUMP RENOVATIONS 245,000.00						
PHILIP ROSS INDUSTRIES	1	20225630	2/28/22-A	84,122.50		
BOND COSTS						
LIBERTY CAPITAL SERVICES	778	20244614	1/8/2024	1,047.52		
BOND COSTS						
	55,000.00					
SUFFOLK STREET	160,000.00					
BUFFALO AVE	85,000.00					
2021 SEWER REPLACEMENT	1,400,000.00					
TOTAL RESOLUTION	1,700,000.00					
TOTAL PROJECT						1,645,000.00
BAN 2021 SERIES D 11/16/21						
						1,645,000.00
TOTAL BAN'S						
						1,645,000.00
Interest Earned						
CLASS #347			1,276.23			
AS OF 7/31/24						
H200 124956						
TOTAL INTEREST						1,276.23
Total Project Revenues						
						1,646,276.23
Less-Project Expenditures						
						(1,645,000.00)
Less-Interest						
						(1,276.23)
Remaining in Project						
						0.00
TOTAL CASH						
						1,276.23
BAN 2021 SERIES D 11/16/21						
						1,645,000.00
ROLLED TO:						
BAN 2022 SERIES E 11/15/22						
						1,645,000.00
PRINCIPAL PMT 11/15/23						
						(90,000.00)
ROLLED TO:						
BAN 2023 SERIES E 11/14/23						
						1,555,000.00

PREPARED BY COMPTROLLER'S
OFFICE

Authorized		6/28/2021					
H199702 529900 DEBT COST OF ISSUANCE							
VENDOR NAME	INV#	PO#	DATE PAID	AMOUNT			
ROPER GRAPHICS	00002833	20224332	12/14/2021	269.86	BAN 2021 SERIES D 11/16/21	55,000.00	
ROPER GRAPHICS	00002833	20224332	12/14/2021	8.50	TOTAL BAN'S		55,000.00
ROPER GRAPHICS	00002833	20224332	12/14/2021	29.63			
LIBERTY CAPITAL SERVICES	660	20224333	12/14/2021	6,177.05	Interest Earned		
LIBERTY CAPITAL SERVICES	660	20224333	12/14/2021	194.60	CLASS #0348	686.53	
LIBERTY CAPITAL SERVICES	660	20224333	12/14/2021	678.15	AS OF 7/31/24		
HERALD COMMUNITY NEWSPAPER	CL198503	20224064	12/14/2021	89.86	H200 120192		
HAWKINS DELAFIELD & WOOD LLP	2021SERIES	20224843	1/10/2022	4,935.76	TOTAL INTEREST		686.53
HERALD COMMUNITY NEWSPAPER	CL199192	20224797	1/10/2022	117.92			
HERALD COMMUNITY NEWSPAPER	CL00199891	20225480	2/28/2022	108.90			
HERALD COMMUNITY NEWSPAPER	CL199795	2025291	2/28/2022-A	108.90	Total Project Revenues		55,686.53
LIBERTY CAPITAL SERVICES	674	20225992	3/28/2022	5,590.91	Less-Project Expenditures		(54,606.12)
HAWKINS DELAFIELD & WOOD LLP		20226000	3/28/2022	1,063.77	Less-Interest		(686.53)
HAWKINS DELAFIELD & WOOD LLP		20225999	3/28/2022	1,911.21	Remaining in Project		393.88
HERALD COMMUNITY NEWSPAPER		20230085	3/28/2022	144.10			
HERALD COMMUNITY NEWSPAPER		20230761	4/18/2022	92.40			
HERALD COMMUNITY NEWSPAPER		20230784	4/18/2022	157.30	TOTAL CASH		1,080.41
HERALD COMMUNITY NEWSPAPER		20230787	4/18/2022	161.70			
HERALD COMMUNITY NEWSPAPER		20230785	4/18/2022	144.10			
HERALD COMMUNITY NEWSPAPER		20230786	4/18/2022	90.20	PROJECT IS PART OF 6/28/21 AUTHORIZATION OF 1,700,000.00		
HERALD COMMUNITY NEWSPAPER		20230788	4/18/2022	102.30			
HERALD COMMUNITY NEWSPAPER		20230783	4/18/2022	140.80			
HERALD COMMUNITY NEWSPAPER		20231336	6/13/2022	121.00	BAN 2021 SERIES D 11/16/21		55,000.00
HERALD COMMUNITY NEWSPAPER		20231337	6/13/2022	116.60	ROLLED TO:		
HERALD COMMUNITY NEWSPAPER		20231345	6/13/2022	101.20	BAN 2022 SERIES E 11/15/22		55,000.00
MOODY'S INVESTORS SERVICE		20231365	05/23/2022	11,585.17	ROLLED TO:		
LIBERTY CAPITAL SERVICES		20231375	05/23/2022	19,383.91	BAN 2023 SERIES E 11/14/23		55,000.00
ROPER GRAPHICS		20231359	05/23/2022	253.48			
LIBERTY CAPITAL SERVICES		20231374	05/23/2022	363.91			
LIBERTY CAPITAL SERVICES		20232663	8/8/2022	363.91			
TOTAL PROJECT				54,606.12			

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

To: Mayor Robert T. Kennedy

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

Date: August 21, 2024

RE: PURCHASE OF PUMPS FOR THE WOODCLEFT AVENUE DRAINAGE PROJECT

Specifications for the above-referenced project will be completed shortly. The project calls for the purchase of pumps for four locations on Woodcleft Avenue and one location on Miller Avenue. The installation of the pumps at these locations will reduce the nuisance flooding from tidal waters on streets in this area.

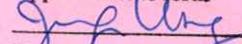
The estimated cost for this project is \$250,000.00. Funding for this project will come from a bond resolution authorized by the Village Board of Trustees on February 26, 2024.

Therefore it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on August 29, 2024. Bid documents will be available from September 3, 2024 through September 13, 2024. Bids will have a returnable date of September 17, 2024, 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 _____, and seconded by Trustee _____, that the following resolution be adopted:

WHEREAS, the Superintendent of Public Works is requesting Board authorization for the Village Clerk to publish a Notice to Bidders for the “Purchase of Pumps for the Woodcleft Avenue Drainage Project”; and

WHEREAS, the project calls for the purchase of pumps for four locations on Woodcleft Avenue and one location on Miller Avenue; and

WHEREAS, the installation of the pumps at these locations will reduce the nuisance flooding from tidal waters on streets in this area; and

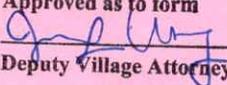
WHEREAS, the estimated cost for this project is \$250,000.00; and

WHEREAS, funding for this project will come from a bond resolution authorized by the Village Board of Trustees on February 26, 2024; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby authorized to publish a Notice to the Bidders for the “Purchase of Pumps for the Woodcleft Avenue Drainage Project” in the Freeport Herald and other relevant publications of general circulation on August 29, 2024, with specifications available from September 3, 2024 to September 13, 2024, with a return date of September 17, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

PURCHASE OF PUMPS FOR THE WOODCLEFT AVENUE DRAINAGE PROJECT

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 PUMPS FOR THE WOODCLEFT AVENUE DRAINAGE PROJECT**" until 11:00 A.M. on **Tuesday, September 17, 2024** 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 Tuesday, September 3, 2024 until 4:30 P.M. Friday, September 13, 2024**. There is no fee for a set of bid documents.

The project calls for the purchase of fifteen Demming 20HP chopper pumps and associated breakaway fittings.

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 – **August 29, 2024**

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

AGENDA

BOARD OF TRUSTEES' MEETING

August 26, 2024

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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