



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

- c) Request approval of the scope of work, required by NYS DEC and the Department of Health, change order #2 with James Woerner Inc., 130 Allen Blvd, Farmingdale, New York 11735, in the amount of \$146,802.60, increasing the not to exceed amount from \$883,533.00 to \$1,030,335.60, pending GOSR approval and funded by GOSR.

**5. GRANTS ADMINISTRATOR – Nora Sudars**

- a) Request approval of the negative declaration pursuant to SEQRA relative to the reconstruction of the bulkhead at Cow Meadow Park.

**6. HUMAN RESOURCES – Conor Kirwan**

- a) Request retroactive approval of the professional services agreement with Nakiya Jones, from June 28, 2022 through February 28, 2023, in an amount not to exceed \$31,000.
- b) Request retroactive approval of the personal services agreement with Joseph Madigan, from June 22, 2022 through October 31, 2022, in an amount not to exceed \$25,000.
- c) Request to retroactively increase the personal services agreement with Douglas Mayers from \$4,000 to \$5,600, for the period March 1, 2022 through May 31, 2022.
- d) Request to retroactively extend the personal services agreement with Douglas Mayers from June 1, 2022 through February 28, 2023 for an amount not to exceed \$12,000.

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

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

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

**ADD**

Broadway, south side, beginning at a point 150 feet west of the westerly curblineline of Mount Avenue and continuing for a distance of 100 feet in a westerly direction.

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

**Sec. 53 Loading zones.**

It shall be unlawful for any person to park an automobile or other vehicle in any space designated and marked as a loading zone or loading area in the following streets at any time or at the times otherwise indicated, except that a vehicle from which goods are being discharged or into which goods are being loaded may occupy such a space for a reasonable time. If said loading areas are located in a parking meter zone, said meters shall be effective:

**ADD:**

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

Long Beach Avenue, North, east side, beginning at the northerly curblineline of W. Sunrise Highway for a distance of 82 feet in a northerly direction.

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

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$6,980.50 as follows:

59 Ann Drive S.	\$131.44
72 Ann Drive S.	\$169.60
75 Ann Drive S	\$173.60
100 N. Bergen Place	\$508.80
2 Laurel Road	\$833.98
9 West 1 <sup>st</sup> Street	\$1,283.12
87 Connecticut Ave	\$853.68
8 Laurette Lane	\$135.44
30 N. Long Beach Ave	\$1,085.00
22 Pearsall Ave.	\$979.04
50 Willowbrook Ave	\$826.80

**NO PUBLIC COMMENT**

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

**TO:** Mayor Robert T. Kennedy  
**FROM:** Pamela Walsh Boening, Village Clerk

**DATE:** July 7, 2022

**RE:** Carnival, Festival, Bazaar Public Assembly Permit Application  
Applicant: Ladonna Taylor  
Organization: Nassau County Office of Youth Services  
Dates: Tuesday, July 5, 2022  
Time: 5:00 P.M. to 7:00 P.M.  
Set up Time: 3:00 P.M.

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Attached please find a copy of a Carnival, Festival, Bazaar Public Assembly Permit Application submitted by Ladonna Taylor, on behalf of Nassau County Office of Youth Services, 60 Charles Lindbergh Blvd., Uniondale, NY, 11553, to hold a public assembly in Cow Meadow Park, from 5:00 P.M. to 7:00 P.M., on Tuesday, July 5, 2022.

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

  
Pamela Walsh Boening  
Village Clerk

Attachments

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

**Applicant:**

Ladonna Taylor 60 Charles Lindbergh Blvd NY  
Name Address Apt City State Zip  
516 227-7115 \_\_\_\_\_  
Telephone # Business # Permit Applicant Organization Affiliation

**Organization:**

Nassau County Office of Youth Services 60 Charles Lindbergh  
Organization Name Address City State Zip  
 \_\_\_\_\_  
Telephone #

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

- 1) \_\_\_\_\_ Name \_\_\_\_\_ Contact Phone# \_\_\_\_\_ Position
- 2) \_\_\_\_\_ Name \_\_\_\_\_ Contact Phone# \_\_\_\_\_ Position
- 3) \_\_\_\_\_ Name \_\_\_\_\_ Contact Phone# \_\_\_\_\_ Position

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

\_\_\_\_\_  
Business Name Address City State Zip  
 \_\_\_\_\_  
Operator's Name Telephone #

**Name & type of requested Carnival/Festival/Bazaar:** Office Youth Services Summer Orientation Employment

**Requested Carnival/Festival/Bazaar Location:** Cow Meadow Park  
South Main St.

**Set Up Day:** Tuesday **Date:** 7/5/2022 **Set Up Start Time:** 3:00 AM/PM

**Dates of operation:**

- 1<sup>st</sup> Day: July 5 Tuesday **Date:** 7/5/2022 **Start Time:** 5:00 AM/PM **End Time:** 7:00 AM/PM
- 2<sup>nd</sup> Day: \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/20\_\_\_ **Start Time:** \_\_\_:\_\_\_ AM/PM **End Time:** \_\_\_:\_\_\_ AM/PM
- 3<sup>rd</sup> Day: \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/20\_\_\_ **Start Time:** \_\_\_:\_\_\_ AM/PM **End Time:** \_\_\_:\_\_\_ AM/PM
- 4<sup>th</sup> Day: \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/20\_\_\_ **Start Time:** \_\_\_:\_\_\_ AM/PM **End Time:** \_\_\_:\_\_\_ AM/PM

**Equipment Removal will be done by:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/20\_\_\_

**Time** \_\_\_:\_\_\_ AM/PM

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

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

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

N/A

B) List each ride. Indicate type of ride, ride dimensions and space or square footage required for setup.

NA

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

Pit stop BBQ

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

N/A

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

N/A

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

N/A

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

about 90 people

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

whatever's on site

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

N/A

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

N/A

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

N/A

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

N/A

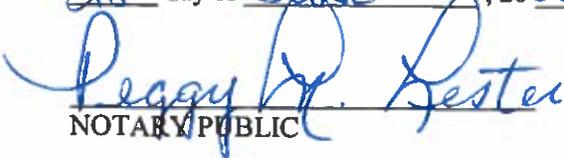
M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

N/A

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

  
Signature

Sworn to before me this  
28<sup>th</sup> day of JUNE, 2022

  
NOTARY PUBLIC

PEGGY M. LESTER  
Notary Public, State of New York  
No. 01LE6293122  
Qualified in Nassau County  
Commission Expires Nov. 25, 2025

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

**Insurance Requirement Notice:**

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

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

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

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

Contractual Liability coverage or the hold harmless cited below, which is to be copied onto the applicant group's letterhead and signed by a representative of the festival sponsor/ride concessionaire, must be attached.

**Insurance Requirement Notice (continued):**

\_\_\_\_\_ agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and  
(fill in Name of applicant or contracted operator)

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

in Freeport by \_\_\_\_\_, whether or not such injury to persons or damage to property are due or claim to be

(fill in name of municipal property/location)

due to any negligence \_\_\_\_\_  
(fill in Name of applicant or contracted operator)

of \_\_\_\_\_ their employees or agents.  
(fill in Name of applicant or contracted operator)

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.

\_\_\_\_\_ Applicant

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

\_\_\_\_\_  
Notary

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

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



**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

**Michael Smith  
Chief of Police**

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

**TO: Pamela Walsh Boening, Village Clerk**  
**FROM: Deputy Chief Michael Williams**  
**DATE: June 28, 2022**  
**RE: Nassau County Youth Services Summer Employment Orientation**

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

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

Thank you,

  
Michael Williams  
Deputy Chief of Police

VILLAGE OF FREEPORT, NY  
CLERK'S OFFICE

2022 JUN 29 A 11: 15

RECEIVED

# 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 Ladonna Taylor 60 Charles Lindberg Blvd.

<u>Hempstead</u> City	<u>New York</u> State	<u>11520</u> Zip	<u>516-227-7115</u> Telephone #
Applicant's Name		Address	

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

EVENT: OFFICE OF YOUTH SERVICES SUMMER EMPLOYMENT ORIENTATION

DATE: TUESDAY, JULY 5<sup>TH</sup>, 2022 Time: 5:00 P.M. TO 7:00 P.M.

Place: Cow Meadow Park, Freeport

Assembly Time: 3:00 P.M.

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.
2. The applicant and participants will clean up and dispose of any trash upon completion of the event. The event shall end promptly at 7:00 P.M. without police assistance.
3. The applicant and participants will adhere to village regulations while in the park.
4. Applicant: Ladonna Taylor on behalf of the Nassau County Office of Youth Services 516-227-7115

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 Deputy Chief Michael G. Williams  06/28/2022  
Rank Name Signature Date

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

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

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

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

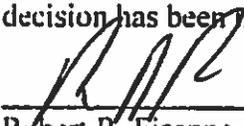
**DATE:** June 28, 2022

**RE:** Carnival/Festival/Bazaar Public Assembly Permit Application  
Organization: Nassau County Office of Youth Services  
Applicant: Ladonna Taylor  
Date: Tuesday, July 5, 2022  
Time: 5:00 pm – 7:00 pm  
Set-up Time: 3:00 pm  
Location: Cow Meadow Park

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I have reviewed the above-referenced Carnival, Festival, Bazaar, Public Assembly Permit Application submitted by Ladonna Taylor on behalf of Nassau County Office of Youth Services.

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

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

**C:** Ben Terzulli, Assistant Superintendent of Public Works

RE: 7.5.2022 public assembly Cow Meadow Park  
Ray Maguire <rmaguire@freeportny.gov>  
Wed 6/29/2022 11:52 AM  
To:

- Pamela Boening <pboening@freeportny.gov>

I have reviewed the Carnival Festival Bazaar Permit application for July 5, 2022 (Rain Date: None)

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

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

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

Ray Maguire

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

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, June 28, 2022 1:40 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Victoria Dinielli <vdinielli@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>  
**Subject:** 7.5.2022 public assembly Cow Meadow Park  
**Importance:** High

Please send recommendation today!

## Pamela Boening

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**From:** Christine Maguire  
**Sent:** Thursday, July 7, 2022 2:37 PM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: 7.5.2022 public assembly Cow Meadow Park

The insurance is approved for the 7.5.2022 public assembly Cow Meadow Park

Regards,

Christine Maguire  
Human Resources  
516-377-2293

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, June 28, 2022 1:40 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Victoria Dinielli <vdinielli@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>  
**Subject:** 7.5.2022 public assembly Cow Meadow Park  
**Importance:** High

Please send recommendation today!

## Pamela Boening

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**From:** Victoria Dinielli  
**Sent:** Tuesday, June 28, 2022 2:43 PM  
**To:** Pamela Boening  
**Subject:** RE: 7.5.2022 public assembly Cow Meadow Park

I have reviewed the Public Assembly permit submitted by Ladonna Taylor on behalf of NC Youth Services. Upon approval by Mayor Kennedy and the Board of Trustees, I have no objection for this event to be held at Cow Meadow Park on Tuesday, July 5.

The Freeport Recreation Center has reserved these dates for the group as long as the permit is issued by the VOF. Thank you,

***Victoria Dinielli***

*Manager*

*Freeport Recreation Center*

*130 East Merrick Road*

*Freeport, New York, 11520*

*(516)377-2311*

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, June 28, 2022 1:40 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Victoria Dinielli <vdinielli@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Elizabeth Comerford <ecomerford@freeportny.gov>  
**Subject:** 7.5.2022 public assembly Cow Meadow Park  
**Importance:** High

Please send recommendation today!

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

**TO:** Mayor Robert T. Kennedy

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

**DATE:** July 7, 2022

**RE:** Carnival, Festival, Bazaar Public Assembly Permit Application  
Applicant: Rev. Carlos L. Vargas  
Organization: Freeport Bible Center  
Dates: Saturday, July 9, 2022  
Time: 12:00 P.M. to 5:0 P.M.  
Set up Time: 7:00 A.M.

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Attached please find a copy of a Carnival, Festival, Bazaar Public Assembly Permit Application submitted by Rev. Carlos L. Vargas, on behalf of Freeport Bible Center, 50 N. Main Street, to hold a carnival in a portion of Municipal Lot # 4 (behind 50 N. Main Street), from 12:00 P.M. to 5:00 P.M. on Saturday, July 9, 2022. The Town of Hempstead will be providing their show mobile for the event.

The recommendations from the Police Department, Department of Public Works, Fire Department, and Claims Examiner.

  
Pamela Walsh Boening  
Village Clerk

Attachments



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

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

\* ALL

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

2 Bouncy Houses (square ones)

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

15 Booth with food (Hispanic food like tacos, Pupusas, tamales, Carne asada, etc)

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

town of Hempstead Showmobile

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

\* Entire parking lot #4

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

NO animals.

G) What is the estimated number of customers you expect daily? 500

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

\* Maintenance Personnel  
\* Asade Church's bathroom

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

Long Island Chappins .

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

on ~~both~~ <sup>ALL</sup> entrances of the parking lot.  
Public Works Assistance.

K) Are any other public facilities or equipment to be utilized: 1  Yes/No  
If yes, please describe and attach all related correspondence or permits that authorize their use.

Fun of Hempstead Showmobile.

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

N/A

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

no

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

Signature

Sworn to before me this  
28 day of June, 2022

Pamela Walsh Boening  
NOTARY PUBLIC

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

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

**Insurance Requirement Notice:**

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

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

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

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

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

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

**Insurance Requirement Notice (continued):**

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

Sign: (Name of representative and company name)

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

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

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

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

\_\_\_\_\_  
Notary

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

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



June 28, 2022

Freeport Bible Center 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 an account of damage to property, including loss of use thereof, arising out of or in the consequence of the use of Municipal Parking Lot # 4 in Freeport, by Freeport Bible Center, whether or not such injury to persons or damage to property are due or claim to be due to any negligence Freeport Bible Center or Freeport Bible Center their employees or agents.

Sign: \_\_\_\_\_

Date: 2/28/22

**FREERPORT BIBLE CENTER**  
**EVENTO: GRAN FERIA EXPO 2022**  
**MAPA DEL ÁREA DE ACTIVIDAD**  
**MAP OF ACTIVITY**

**Sabado Julio 9 @ 12pm- 5PM**

**NOTAS:**

TOWN VA CERRAR EL ÁREA DE ESTACIONAMIENTO EN FRENTE DE LA IGLESIA

USO DE BAÑOS DISPONIBLE

TODOS LOS STAFF TENDRAN UN GAFETE/ ID

**AREAS DEL EVENTO:**

**ANIMALES EN VIVO**  
**TARIMA DEL TOWN**  
**ASIENTOS**

- 5 FILAS DE 10 ASIENTOS
- TOTAL 50 ASIENTOS

**CARPAS**

- CASETA MISIONERA
  - UNA MESA
- MESAS RENTADAS
  - 10 MESAS
  - 2 POR CARPA

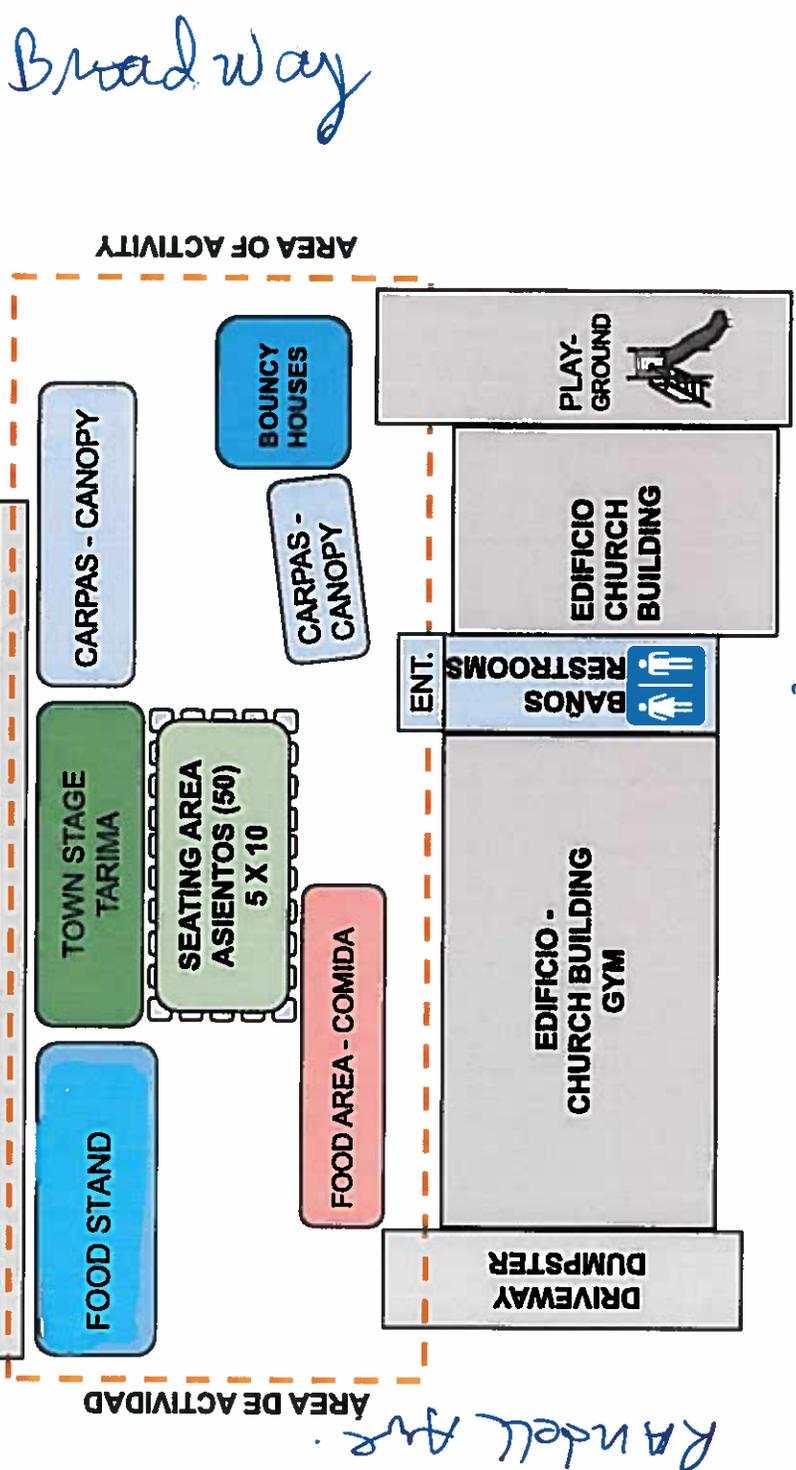
- UNA SILLA CADA MESA

**BOUNCY HOUSES**

- PARA NIÑOS SOLAMENTE

**CASSETAS DE COMIDA**

- TENDRAN CARPAS/CANOPY SOBRE ELLAS
- INCLUYE 6 MESAS



*Broadway*

AREA OF ACTIVITY

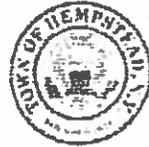
AREA DE ACTIVIDAD

*Randell Ave.*

*W. Main Street.*

COUNCIL MEMBERS  
**DOROTHY L. GOOSBY**  
 ANTHONY P. D. ESPOSITO  
 DENNIS DUNNE SR  
 THOMAS E. MUSCARIELLA  
 CHRISTOPHER CARINI  
 KATE MURRAY  
 TOWN CLERK  
 JEANINE C. DRISCOLL  
 RECEIVER OF TAXES  
 FRANK ZANOLA  
 COMMISSIONER

TOWN OF HEMPSTEAD  
 DEPARTMENT  
 OF  
 PARKS & RECREATION  
 200 NORTH FRANKLIN STREET, HEMPSTEAD, N.Y. 11550-1350  
 (516) 292-9000 FAX# (516) 292-0024



DONALD R. CLAVIN, JR.  
 SUPERVISOR

**SHOWMOBILE PERMIT APPLICATION**

\*NO RAIN DATES\*

Date of Program: July 09, 2022  
 Organization: Freeport Bible Center, Inc.  
 Address: 50 N. Main St, Freeport, NY 11520  
 Program: Exp. - Evangelistico Event Time: 11:30 AM/PM 09:00 AM/PM  
 Name & Address of Showmobile location: Municipal parking lot # 4 Showmobile Arrival time: 11:30 AM.  
Behind the church and Fire Dept.

EQUIPMENT - For use on SHOWMOBILE ONLY.  
 Yes P. A. System with 2 Microphones (Max. 4) 2 Sets of Stairs (1 or 2)

SPECIAL REQUESTS: \_\_\_\_\_

\*\* The following fees will be in effect for all showmobiles:

\$ 55.00 per hour - Four hour minimum stay.  
 This includes travel time.

\$ 77.00 per hour for each hour over eight continuous hours

\*ALL FEES MUST BE SENT IN WITH COMPLETED APPLICATION.  
 ONLY CERTIFIED CHECK, BANK CHECK, OR MONEY ORDER.  
 PAYABLE TO THE TOWN OF HEMPSTEAD WILL BE ACCEPTED.

The Town reserves the right to cancel, change or modify dates and times whenever it deems, in its sole discretion, such revisions either necessary or appropriate under the circumstances.

I agree to all Rules and Regulations as stated by the Town of Hempstead Department of Parks and Recreation  
 NOTE: This form must be returned within 30 days.  
 Permit cannot be processed without form and check.

To Cancel, Please Call: Lonnie Werner at  
 516-292-9000 ext. 7544.  
 Monday-Friday from 9:00 am - 3:00 pm.  
 For after hours call 516-242-6539.

Applicant Name (Print) Rene Carlos Luis Vargas.  
 Signature [Signature]  
 Title President  
 Phone 516-425-6215 / 516-540-2020 x 11  
 (CELL) (WORK)  
 Date 02/14/22  
 Email freeportbiblecenter@gmail.com

\* The Town reserves the right to cancel, change or modify dates and times whenever it deems, in its sole discretion, such revisions either necessary or appropriate under the circumstances.

FOR OFFICE USE ONLY:

DO NOT WRITE BELOW LINES

Email Sent 2/16/22 Permit # 17-2022 Date Received \_\_\_\_\_

Amount Received \_\_\_\_\_ Check # \_\_\_\_\_

Approved: [Signature]  
 Showmobile Coord.

Notes

Unit Assigned \_\_\_\_\_

Work Order # \_\_\_\_\_



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

**Michael Smith**  
Chief of Police

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

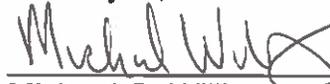
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Deputy Chief Michael G. Williams  
**DATE:** 06/29/2022  
**RE:** Freeport Bible Center Expo Evangelistico 2022  
Municipal Parking Field # 4-Rear of 50 North Main Street  
Date: Saturday July 9th, 2022 Time: 12:00 p.m. to 5:00 p.m.  
Rain Date: None Assembly: 7:00 a.m.

---

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

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

Thank you,



Michael G. Williams  
Deputy Chief of Police

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

2022 JUN 29 P 3:37

RECEIVED

# Freeport Police Department Parade and Public Assemblies Permit

A parade/public assemblies permit has been issued to the named applicant and other named representatives on behalf of Freeport Bible Center 50 N. Main Street

<u>Freeport</u> City	<u>New York</u> State	<u>11520</u> Zip	<u>516 546-2020</u> Telephone #
Applicant's Name		Address	

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

**BLOCK PARTY ON: FREEPORT BIBLE CENTER EXPO EVANGELISTICO 2022**

**MUNICIPAL PARKING FIELD # 4 -REAR OF 50 N. MAIN STREET**

**DATE: SATURDAY, JULY 9TH, 2022 Time: 12:00 P.M. TO 5:00 P.M.**

**Rain Date: None Assemble: 7:00 A.M.**

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 5:00 P.M., without prompting from police or village officials.**
- 3. Participants will shut down block party and clear roadway at 5:00 P.M. sharp without prompting from police or village officials.**
- 4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.**
- 5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic*.**
- 6. Applicants: Rev. Carlos Vargas Tel# 516 425-6231 & Evelyn Vargas Tel# 516 314-0492**

This parade/public assemblies 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 ASSEMBLIES 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 Deputy Chief Michael G. Williams Michael Williams 06/29/2022  
Rank Name Signature Date

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

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

---

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

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

**DATE:** June 28, 2022

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

<b>Organization:</b>	Freeport Bible Center
<b>Applicant:</b>	Rev. Carlos Luis Vargas
<b>Date:</b>	Saturday, July 9, 2022
<b>Time:</b>	12:00 pm – 5:00 pm
<b>Set up:</b>	7:00 am
<b>Location:</b>	Municipal Lot #4 (behind 50 N. Main Street)

---

I have reviewed the above-referenced Carnival, Bazaar, Public Assembly Permit Application submitted by Rev. Carlos Luis Vargas, on behalf of Freeport Bible Center. 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 Fisenne, P.E.  
Assistant Superintendent of Public Works

**C:** Benjamin Terzulli, Assistant Superintendent of Public Works

RE: 7 9 2022 Freeport Bible Center Public Assembly  
Ray Maguire <rmaguire@freeportny.gov>  
Wed 6/29/2022 12:31 PM  
To:

- Pamela Boening <pboening@freeportny.gov>

I have reviewed the Carnival Festival Bazaar Public Assembly Permit application for July 9, 2022 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. We spoke with Pastor Liz and he indicated that they will keep access open for emergency vehicles, especially the area that borders the rear of Fire Headquarters. Event coordinators(s) should be cognizant of moving participants out of the area if Emergency Vehicle(s) are approaching.

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

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

Ray Maguire

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

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, June 28, 2022 1:14 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** 7 9 2022 Freeport Bible Center Public Assembly

Please send recommendation.

Thanks,

*Pamela Walsh Boening*  
Village Clerk

## **Pamela Boening**

---

**From:** Christine Maguire  
**Sent:** Tuesday, July 5, 2022 1:55 PM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: 7 9 2022 Freeport Bible Center Public Assembly

Hi Pam,

The insurance is approved for the 7/9/2022 Freeport Bible Center Public Assembly

Regards,

Christine Maguire  
Human Resources  
516-377-2293

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, June 28, 2022 1:14 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** 7 9 2022 Freeport Bible Center Public Assembly

Please send recommendation.

Thanks,

*Pamela Walsh Boening*  
Village Clerk

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

516-377-2254

INTER-DEPARTMENT CORRESPONDENCE  
INCORPORATED VILLAGE OF FREEPORT

**TO:** Mayor Robert T. Kennedy

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

**DATE:** July 7, 2022

**RE:** Block Party Permit

Applicant: SeroJnie Bhoge

Date: July 17, 2022

Rain Date: July 24, 2022

Location: Randall Avenue between N. Brookside Ave. and N. Bayview Ave.

Time: 12:00 P.M. to 6:00 P.M.

---

Attached please find a Block Party Permit Application submitted by SeroJnie Boghe, 341 Randall Avenue to hold a Block Party on Sunday July 17, 2022 (rain date: July 24, 2022), on Randall Avenue between N. Brookside Avenue and N. Bayview Avenue from 12:00 P.M. to 6:00 P.M. Approximately 30 individuals will be attending this event.

Also attached please find the recommendations from the Police Department, Public Works and Fire Department.



Pamela Walsh Boening  
Pamela Walsh Boening  
Village Clerk  
Attachments

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

**BLOCK PARTIES ARE NOT PERMITTED ON THE 4<sup>TH</sup> OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4<sup>TH</sup>.**

DATE OF APPLICATION: 6/13/22

DESCRIBE EVENT AND PURPOSE: Block party

DATE OF EVENT: 7/17/22 RAIN DATE: 7/24/22

TIME: FROM 12p TO 6p (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Randall Ave Between N. Brookside and Bayview

NO. PARTICIPANTS EXPECTED: 30 NO. OF RESIDENCES ON BLOCK: 12 VERIFIED BY PLU<sup>3</sup>

NAME OF CONTACT/ORGANIZATION: Serofnie Bhogal Bech

ADDRESS: 341 Randall Avenue  
Freeport, NY 11520 TEL NO. 976 670 2722

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

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

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>Andy Ali</u>	<u>✓ 348 Randall Ave Freeport NY 11520</u>	<u>[Signature]</u>
<u>Serofnie Bhogal</u>	<u>✓ 341 Randall Ave</u> <u>Freeport NY 11520</u>	<u>[Signature]</u>
<u>→ Hector Vinasco</u>	<u>344 Randall Ave.</u>	<u>[Signature]</u>
<u>Carlos Rivera</u>	<u>✓ 353 Randall</u>	<u>Ave, Carlos R.</u>
<u>Alex Siles</u>	<u>✓ 336 Randall Ave</u>	<u>[Signature]</u>
<u>Veronica Tiburcio</u>	<u>336 Randall Ave</u>	<u>Veronica Tiburcio</u>
<u>Robert Jones</u>	<u>✓ 346 Randall Ave</u>	<u>[Signature]</u>
<u>Yonalma Reyes</u>	<u>✓ 352 Randall Ave</u>	<u>[Signature]</u>

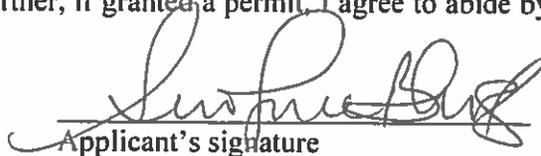
**FREEPORT POLICE DEPARTMENT  
APPLICATION FOR BLOCK PARTY PERMIT**

**Fees:**

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

**Affirmation of Understanding and Awareness:**

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

  
Applicant's signature

Sworn to before me this 27

day of June 2022

Pamela Walsh Boeing  
Notary

Pamela A. Walsh Boeing  
Notary Public State of New York  
No. 01WA8213579  
Qualified in Nassau County  
Commission Expires November 9, 2025

Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>Gemma Patton</u>	<u>339 Randall Rd</u>	<u>Gemma Patton</u>



**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

**Michael Smith**  
Chief of Police

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

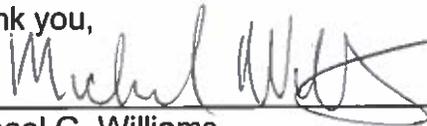
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Deputy Chief Michael G. Williams  
**DATE:** June 26, 2022  
**RE:** Block Party – Randall Ave. between N. Brookside Ave. and North Bayview Avenue  
Date: Sunday July 17<sup>th</sup> 2022 Time: 12:00 p.m. to 6:00 p.m.  
Rain Date: Sunday July 24<sup>th</sup> 2022

---

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

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

Thank you,



Michael G. Williams  
Deputy Chief of Police

RECEIVED  
2022 JUN 28 P 12:02  
CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

# Freeport Police Department Parade and Public Assemblies Permit

A parade/public assemblies permit has been issued to the named applicant and other named representatives on behalf of Serojnie Bhoge 341 Randall Ave.

	Applicant's Name		Address
<u>Freeport</u>	<u>New York</u>	<u>11520</u>	<u>341 Randall Ave.</u>
City	State	Zip	Telephone #

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

**BLOCK PARTY ON: RANDALL AVE. BETWEEN N. BROOKSIDE AVE. AND N. BAYVIEW AVENUE**

**DATE: SUNDAY, JULY 17<sup>TH</sup> 2022**      **Time: 12:00 P.M. TO 6:00 P.M.**

**RAIN DATE: SUNDAY, JULY 24<sup>TH</sup> 2022**

1. **Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The use of Fireworks is strictly prohibited**
2. **Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 6:00 P.M., without prompting from police or village officials.**
3. **Participants will shut down block party and clear roadway at 6:00 P.M. sharp without prompting from police or village officials.**
4. **If an emergency occurs, the block party participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.**
5. **Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic.***
6. **Applicant: Serojnie Bhoge Tel # 516 670-2722**

This parade/public assemblies 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 ASSEMBLIES 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 Deputy Chief Michael G. Williams  06/27/2022  
Rank Name Signature Date

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

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

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**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** June 27, 2022  
**RE:** Block Party Application – SeroJnie Bhoge

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**RE: Block Party Permit Application**  
**Applicant:** SerJnie Bhoge  
**Date:** Sunday, July 17, 2022  
**Rain Date:** Sunday, July 24, 2022  
**Location:** Randall Avenue between N. Brookside Ave and N. Bayview Ave  
**Time:** 12:00 pm – 6:00 pm

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

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

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

**C:** Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

---

**From:** Ray Maguire  
**Sent:** Wednesday, June 29, 2022 12:06 PM  
**To:** Pamela Boening  
**Subject:** RE: 7.17.2022 Block Party Randall Avenue

I have reviewed the Block Party application for July 17, 2022 (Rain Date: None)

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

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

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

Ray Maguire

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

---

**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Monday, June 27, 2022 12:05 PM  
**To:** Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>  
**Cc:** carl hetzel <c.hetzel@freeportpolice.org>; Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** 7.17.2022 Block Party Randall Avenue

Please see attached and send recommendation.

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

**TO: Mayor Robert T. Kennedy**

**FROM: Megan Martinez-Ewald, Village Auditor**

**DATE: July 7, 2022**

**RE: BST & Co. CPA's, LLP Contract Renewal - Independent Auditing Services  
for the Fiscal Year 2022**

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The Village Auditor along with the Village Comptroller is asking the Mayor and the Board to renew the contract with BST & Co. CPA's, LLP, 26 Computer Drive West, Albany, NY 12205. The contract is to provide independent auditing services of all the Village's funds and to render an opinion on the Village's financial statements for the fiscal year ended February 28, 2022. In addition, as part of the audit engagement, the contract requires a statement of internal controls, a single audit of the Village's Schedule of Federal Awards (SEFA) in accordance with OMB Circular A-133 and an audit of the Village's Justice Court. If applicable, the contract also covers a New York State Department of Transportation (NYS DOT) Single Audit.

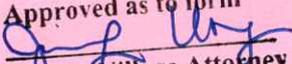
The contract amount is not to exceed \$56,000.00 for the term March 1, 2022 through February 28, 2023. At the Village's discretion, there is an option to renew this contract for an additional one-year term.

This expense has been budgeted for in A132004 545700 – Non Employee Salaries, E7820000 578100 – Electric-Management Services, and WE90104 554570 – Water-Outside Auditors.

  
Megan Martinez-Ewald  
Village Auditor

Cc: D. Layer, Village Comptroller  
P. Boening, Village Clerk  
P. Lester, Secretary to the Mayor  
H. Colton, Village Attorney  
K. Weltner, Village Purchasing Agent

I. Hernandez, Village Treasurer  
J. Ungar, Deputy Village Attorney  
A. Baciуска, Village Attorney's Office

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on March 8, 2021, the Board awarded a Request for Proposals for Independent Auditing Services to BST & Co. CPA's, LLP, 26 Computer Drive West, Albany, NY 12205 for a term running from March 1, 2021 through February 28, 2022 with an option to renew the contract for two additional one year terms; and

**WHEREAS**, the Village Auditor, along with the Village Comptroller, is requesting the Mayor and the Board to renew the contract for a term retroactive to March 1, 2022 and running through February 28, 2023, exercising the first renewal option; and

**WHEREAS**, the contract is to provide independent auditing services of all the Village's funds and to render an opinion on the Village's financial statements for the fiscal year ended February 28, 2022; and

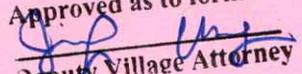
**WHEREAS**, the contract amount is not to exceed in the amount of \$56,000.00 for the term March 1, 2022 through February 28, 2023; and

**WHEREAS**, this expense has been budgeted for in A132004 545700 – Non Employee Salaries, E7820000 578100 – Electric-Management Services, and WE90104 554570 – Water-Outside Auditors; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Auditor, Board approve and the Mayor be and hereby is authorized to execute any documents necessary to approve the contract renewal of BST & Co. CPA, LLP, 26 Computer Drive West, Albany, New York, in the amount of \$56,000.00 for the term March 1, 2022 through February 28, 2023; exercising the first renewal option.

The Clerk polled the Board at follows:

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

Approved as to form  
  
Deputy Village Attorney



July 7, 2022

Mayor and Board of Trustees  
Incorporated Village of Freeport, New York  
46 N. Ocean Avenue  
Freeport, New York 11520

Dear Mayor and Board of Trustees:

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that BST & Co. CPAs, LLP (BST, our, us, we) audit the Incorporated Village of Freeport, New York's (the Village) governmental activities, business-type activities, discretely presented component unit, each major fund and aggregate remaining fund information as of and for the year ended February 28, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter ("arrangement letter").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and Government Auditing Standards issued by the Comptroller General of the United States (GAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

You have also requested that BST perform the audit of the Village as of February 28, 2022 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, and the Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.



### **The Responsibilities of the Auditor - Continued**

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Mayor and Board of Trustees: (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit; and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the Village complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;



**The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework - Continued**

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Mayor and Members of the Board of Trustees are responsible for informing us of its views about the risks of fraud, waste or abuse within the Village, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the Village.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.



### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework - Continued**

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

### **Reporting**

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Mayor and Members of the Board of Trustees. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Village's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the Village's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the Village's schedule of expenditures of federal awards for the year ending February 28, 2022;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance; and
4. An accompanying schedule of findings and questioned costs.



## Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Village's books and records. The Village will determine that all such data, if necessary, will be so reflected. Accordingly, the Village will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Village personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Daniel Layer, Comptroller. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

The Mayor and Board of Trustees are responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the Village agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Village agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

*BST & Co. CPAs, LLP (BST), our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein any procedures on the financial statements addressed in that report. BST also has not performed any procedures relating to this official statement.*

## Non-Audit Services

In connection with our audit, you have requested us to perform certain non-audit services:

1. Preparation of the financial statements.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Village, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The Village has agreed that Daniel Layer, Comptroller possesses suitable skill, knowledge or experience and that the individual understands the services to be performed sufficiently to oversee them. Accordingly, the management of the Village agrees to the following:

1. The Village has designated Valerie Montes, Deputy Treasurer and Megan Martinez-Ewald, Village Auditor as senior members of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Daniel Layer, Comptroller will assume all management responsibilities for subject matter and scope of the preparation of the financial statements;
3. The Village will evaluate the adequacy and results of the services performed; and
4. The Village accepts responsibility for the results and ultimate use of the services.



### **Non-Audit Services - Continued**

GAS further requires that we establish an understanding with the Village's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

### **Parties' Understandings Concerning Situation Around COVID-19**

BST and the Village acknowledge that, at the time of the execution of this Arrangement Letter, federal, state and local governments, both domestic and foreign, have imposed certain restrictions on travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, BST has restricted its employees from certain travel and onsite work, whether at a client facility or BST facility, to protect the health of both BST's and its clients' employees. Accordingly, to the extent that any of the services described in this Arrangement Letter requires or relies on BST or Village personnel to travel and/or perform work onsite, either at the Village's or BST's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, BST and the Village acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either BST's or the Village's sole discretion. BST and the Village agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. BST and the Village also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Costs also may increase if services provided include matters such as consideration of going concern, impairment analysis, debt forgiveness or lease concessions, not already considered within the stated fees. BST will obtain the Village's prior written approval (email will be sufficient) for any increase in the cost of BST services that may result from the situation surrounding COVID-19.

### **Other Relevant Information**

BST may mention the Village's name and provide a general description of the engagement in BST client lists and marketing materials.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

### **Fees, Costs, and Access to Workpapers**

In accordance with our proposal dated January 8, 2021, our not-to-exceed fees for the aforementioned services will be \$56,000.

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Village personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase.



### **Fees, Costs, and Access to Workpapers - Continued**

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Village agrees it will compensate BST for any additional costs incurred as a result of the Village's employment of a partner or professional employee of BST.

### **Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of BST. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of BST's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by BST for the Village under this Arrangement Letter, or any documents belonging to the Village or furnished to BST by the Village.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable BST policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in BST's form. BST reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Village, the Village will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of BST audit personnel and at a location designated by our firm.

### **Indemnification, Limitation of Liability, and Claim Resolution**

Because BST will rely on the Village and its management and Mayor and Members of the Board of Trustees to discharge the foregoing responsibilities, the Village agrees to indemnify, hold harmless and release BST and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Village's management.

The Village and BST agree that no claim arising out, from, or relating to the services rendered pursuant to this arrangement letter shall be filed more than two years after the date of the audit report issued by BST or the date of this arrangement letter if no report has been issued. In no event shall BST or the Village, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the "covered parties" and each individually, a "covered party"), be liable for the interruption or loss of business, any lost profits,



### **Indemnification, Limitation of Liability, and Claim Resolution - Continued**

savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. To the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this arrangement letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the Village to BST under this arrangement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the Village of its payment obligations to BST under this arrangement letter.

### **Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

### **Personal Information**

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the Village or the Village's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We will use all such Village-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.



### **Personal Information - Continued**

If we become aware of an unauthorized acquisition or use of Village-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

### **Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.



### Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

### Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Very truly yours,

BST & Co CPAs, LLP



Brendan K. Kennedy, Partner

BKK/ldb  
Attachment

CONFIRMED ON BEHALF OF VILLAGE OF INCORPORATED VILLAGE OF FREEPORT, NEW YORK:

\_\_\_\_\_  
Robert T. Kennedy, Mayor

\_\_\_\_\_  
Date





Pittsburgh  
3325 Saw Mill Run Blvd.  
Pittsburgh, PA 15227-2736

Wheeling  
21 Warden Run Rd., Suite 102  
Wheeling, WV 26003

Phone 412-885-5045  
Fax 412-885-4870  
www.gbaco.com

## Report on the Firm's System of Quality Control

May 17, 2021

To the Partners of BST & Co. CPAs, LLP and  
the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BST & Co. CPAs, LLP (the firm) in effect for the year ended August 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BST & Co. CPAs, LLP in effect for the year ended August 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. BST & Co. CPAs, LLP has received a peer review rating of pass.

*Goff Backa Alfera & Company, LLC*

GOFF BACKA ALFERA & COMPANY, LLC

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**July 11, 2022**

**3. BUILDING DEPARTMENT – Sergio Mauras**

- a) Request approval of a professional services contract with International Code Council (ICC), 25442 Network Place, Chicago, Illinois 60673, for NYS Construction Codes compliance for plans and applications, from May 23, 2022 through February 28, 2023, for a not to exceed amount of \$95,000.
  
- b) Request approval of the purchase of one 2022 Ford Bronco through the New York State Department of General Services Mini Bid #10409, from Beyer Ford, 31 Williams Parkway East, Hanover, New Jersey 07936, in the amount of \$27,474.71.

**INTER-DEPARTMENT CORRESPONDENCE ONLY**  
**VILLAGE OF FREEPORT, NY**  
**BUILDING DEPARTMENT**

To: Mayor Robert T. Kennedy  
From: Sergio Mauras, Superintendent of Buildings  
Date: July 7, 2022

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RE: **INTERNATIONAL CODE COUNCIL (ICC)**

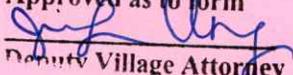
The Freeport Building Department needs to enter into a Professional Services Contract with ICC (International Code Council) located at 25442 Network Place, Chicago IL 60673-1254 as The Village of Freeport is utilizing their services to complete plan reviews for applications filed for construction. These plan reviews ensure compliance with the NYS State Construction Codes. We will require a budget transfer from Account Number A362001 510100 "Regular Salaries" to Account Number A362004 545700 "Non-Employee Salaries". This contract is needed due to current staffing shortages.

We are presently in receipt of their 1<sup>st</sup> invoice which totals \$11,267.00. There will also be another invoice totaling \$6,345.00 for another project presently pending plan review.

We expect to be submitting approximately 15 applications to ICC (International Code Council) for reviews on a yearly basis with an amount not to exceed \$95,000.00.

This Professional Service Contract with a beginning date of 05-23-2022 and to end on 02-28-2023.

Sergio A Mauras CEO-CFM  
Superintendent of Buildings  
/al

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Building Department needs to enter into a professional services contract to complete plan reviews for applications filed for construction and ensure compliance with the NYS State Construction Codes; 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**, ICC (International Code Council) located at 25442 Network Place, Chicago, Illinois 60673-1254 possesses those certain skills, knowledge and expertise of a specialized nature; and

**WHEREAS**, the Village is presently in receipt of ICC 1st invoice which totals \$11,267.00, and there will also be another invoice totaling \$6,345.00 for another project presently pending plan review; and the Village expects to be submitting approximately 15 applications to ICC (International Code Council) for reviews on a yearly basis with an amount not to exceed \$95,000.00; and

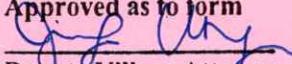
**WHEREAS**, the contract will be for a retroactive term to May 23, 2022 through February 28, 2023 for reviews on a yearly basis with an amount not to exceed \$95,000; and

**WHEREAS**, the cost of these services will require a budget transfer from Account Number A362001 510100 "Regular Salaries" to Account Number A362004 545700 "Non-Employee Salaries"; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Buildings, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a professional services contract with ICC (International Code Council), 25442 Network Place, Chicago, Illinois 60673-1254 for a retroactive term to May 23, 2022 through February 28, 2023 for reviews on a yearly basis with an amount not to exceed \$95,000.

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

**From:** ICC Plan Review <[plr-no-reply@iccsafe.org](mailto:plr-no-reply@iccsafe.org)>  
**Sent:** Monday, June 27, 2022 9:10 PM  
**To:** Sergio A Maura <[smauras@freeportny.gov](mailto:smauras@freeportny.gov)>  
**Subject:** ICC: Invoice generated for Plan Review: 013750

Hi Sergio,

An invoice for Plan Review: 013750 has been generated.

<b>Invoice ID</b>	1001524056
<b>Invoice Date</b>	06-27-2022
<b>Jurisdiction/Firm</b>	Village of Freeport
<b>Plan Review Number</b>	013750
<b>Project</b>	206 Smith St
<b>Amount</b>	\$11,267.00

[Click here](#) to view the invoice.

Thank you,  
ICC Plan Review Services

You have received this email from <https://planreview.iccsafe.org>

Registration is Open! Code Council Annual Conference, Expo, and Hearings (September 11-20) [Learn More](#)



EXTRAORDINARY SERVICE. EVERY TIME. **RATE OUR SERVICE**

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**INTER-DEPARTMENT CORRESPONDENCE ONLY  
VILLAGE OF FREEPORT, NY  
BUILDING DEPARTMENT**

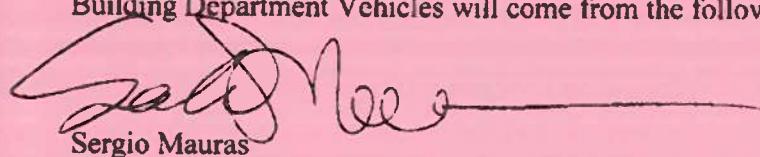
To: Mayor Robert T. Kennedy  
From: Sergio Mauras, Superintendent of Buildings  
Date: June 28, 2022

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RE: PURCHASE OF VEHICLE

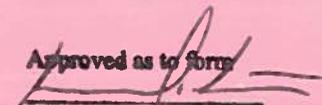
The Building Department has received the bid results for the new vehicle requested. We received Board approval on March 28, 2022 for appropriation of \$60,000 in bonds for the purchase of new vehicles. In June 2022, bids were solicited for new 2022 Ford Bronco, 4 door White 4WD. The bids were solicited through New York State Department of General Services Mini Bid (#10409). The low bidder was Beyer Ford, 31 Williams Parkway East, Hanover, NJ 07936.

It is anticipated that there will be a long delays for any future orders for vehicles and therefore it is recommended that the Board approve the purchase of one additional 2022 Ford Bronco, 4 door White 4WD Vehicle under the New York Department of General Services Mini Bid (#10409) for the price of \$27,474.71. per vehicle, including delivery. Funding for this purchase of the Building Department Vehicles will come from the following account (H349702-5277640)



Sergio Mauras  
Superintendent of Buildings  
Floodplain Manager/Mitigation Coordinator

P. Lester, Secretary to the Mayor  
K. Weltner, Purchasing Agent  
P. Walsh, Village Clerk  
A. Cestaro, Motor Repair Supervisor

Approved as to form  
  
Village Attorney  
6/29/2022

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

**WHEREAS**, the Building Department has the need for one (1) additional vehicle; and

**WHEREAS**, on March 28, 2022, the Board approved for appropriation of \$60,000 in bonds for the purchase of new vehicles; and

**WHEREAS**, in June 2022, bids were solicited for a new 2022 Ford Bronco, 4 door White 4WD, and the bids were solicited through New York State Department of General Services Mini Bid (#10409); and

**WHEREAS**, the low bidder was Beyer Ford, 31 Williams Parkway East, Hanover, New Jersey 07936 for the price of \$27,474.71 per vehicle, including delivery; and

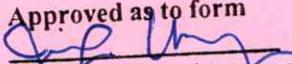
**WHEREAS**, it is anticipated that there will be long delays for any future orders for vehicles, and therefore, it is recommended that the Board approve the purchase of one (1) additional 2022 Ford Bronco, 4 door White 4WD vehicle under the New York State Department of General Services Mini Bid (#10409) for the price of \$27,474.71 including delivery; and

**WHEREAS**, funding for this purchase of the Building Department Vehicles will come from the following account (H349702-527640); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to approve the purchase of one (1) additional 2022 Ford Bronco, 4 door White 4WD vehicle under the New York State Department of General Services Mini Bid (#10409) for the price of \$27,474.71 including delivery.

The Clerk polled the Board:

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*

**Date:** July 5, 2022  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** GOSR Contract #1 (LM6000), Change Order #1  
Furnishing of a General Electric LM6000PC Unit and Balance of Plant Control System

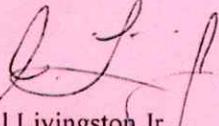
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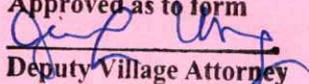
On May 24, 2021, the Board approved the award of RFP #21-04-ELEC-557 – Furnishing of a General Electric LM6000PC Unit and Balance of Plant Control System to GE Packaged Power, LLC for a price of \$1,373,109.00. After negotiations with GE, the contract amount was reduced to \$1,238,979.00. To date 95% of the project has been completed. Outstanding items include the Glycol cooling system - the ambient temperatures were not warm enough; and the fuel oil system - a compressed air discharge had failed preventing us from commissioning the fuel oil system. The discharge failure will be rectified once we receive the backordered valve.

In addition to the above work that still needs to be completed, we requested a quote for one additional 24VDC panel mounted workstation that will be used to interface with the turbine control system. This will offer the Village an additional layer of plant resiliency.

We are requesting a change order for the additional commissioning and the new panel mount HMI for a cost of \$120,663.92. The total cost of this project will be \$1,359,642.92 (Contract Price \$1,238,979.00 plus Change Order #1 \$120,663.92).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that pending GOSR's approval, the Board approve Change Order #1, in the amount of \$120,663.92, to RFP #21-04-ELEC-557 – Furnishing of a General Electric LM6000PC Unit and Balance of Plant Control System awarded to GE Packaged Power, LLC, 16415 Jacintoport Boulevard, Houston, Texas 77015 increasing the not to exceed amount of the contract to \$1,359,642.92; and that the Mayor be authorized to execute any and all documents necessary and proper to effectuate this change order. The cost of this service will be funded by GOSR.

  
Al Livingston Jr.  
Superintendent of Electric Utilities

Approved as to form  
  
Deputy Village Attorney

AL:db

Attachments

cc: Howard Colton, Village Attorney  
Kim Weltner, Purchasing Agent  
Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Daniel Layer, Comptroller

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

**WHEREAS**, on May 24, 2021, the Board awarded the RFP #21-04-ELEC-557 for the Furnishing of a General Electrical LM6000PC Unit & Balance of Plant Control System to GE Packaged Power, LLC, 16415 Jacintoport Boulevard, Houston, Texas 77015 for a total cost of \$1,373,109.00; and

**WHEREAS**, after negotiations with GE, the contract amount was reduced to \$1,238,979.00; and

**WHEREAS**, to date 95% of the project has been completed; Outstanding items include the Glycol cooling system - the ambient temperatures were not warm enough; and the fuel oil system - a compressed air discharge had failed preventing the Village from commissioning the fuel oil system; The discharge failure will be rectified once we receive the backordered valve; and

**WHEREAS**, the Village requested a quote for one additional 24VDC panel mounted workstation that will be used to interface with the turbine control system, and this will offer an additional layer of plant resiliency; and

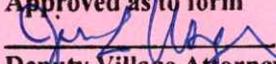
**WHEREAS**, the Village is requesting a change order with GE Packaged Power, LLC, 16415 Jacintoport Boulevard, Houston, Texas 77015 for the additional commissioning and the new panel mount HMI for a cost of \$120,663.92; The total cost of this project will be \$1,359,642.92 (Contract Price \$1,238,979.00 plus Change Order #1 \$120,663.92); and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to change order #1 of “RFP #21-04-ELEC-557 - Furnishing of a General Electrical LM6000PC Unit & Balance of Plant Control System” with GE Packaged Power, LLC, 16415 Jacintoport Boulevard, Houston, Texas 77015 increasing the not to exceed amount of the contract to \$1,359,642.92.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities May 26, 2021  
FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, on April 6, 2021, the Village of Freeport Electric Department received three proposals in response to RFP #21-04-ELEC-557 for the Furnishing of a General Electrical LM6000PC Unit & Balance of Plant Control System; and

**WHEREAS**, of the three proposals, General Electric was the only vendor that could provide a control system that was tested and could comply with all the LM6000PC OEM requirements at a total cost of \$1,373,109.00; and

**WHEREAS**, the GE's cost breakdown is as follows: Base Firm Price \$876,275.00; Base Estimate Installation T&M Price \$430,807.00; and Optional Spare Parts List \$66,027.00; and

**WHEREAS**, the cost for the furnishing of a General Electrical LM6000PC & Balance of Plant Control System will be charged to E 110000 (Electric – Construction Work in Progress) and is being funded by the Governor's Office of Storm Recovery (GOSR); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award "RFP #21-04-ELEC-557 - Furnishing of a General Electrical LM6000PC Unit & Balance of Plant Control System" to GE Packaged Power, LLC, 16415 Jacintoport Boulevard, Houston, Texas 77015 for a total cost of \$1,373,109.00.

The Clerk polled the Board as follows:

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

cc:

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

# GE Gas Power

## Contract Change Order

Project Name: Village of Freeport Woodward MicroNet Plus and BOP Controls Upgrade	<b>Change Order No.:</b> 7310271-001
<b>Contract/PO. No.:</b> 1563816R2/20222695	<b>Subject:</b> Woodward Onsite Support to Complete the Open Items

**Reason for Change:** Per request from Village of Freeport, GE is pleased to quote for the following additional scope.

**Description of Change:** Scope of Supply  
 Time and Material (T&M) Estimate: 1 Woodward Application Engineer for 5-12 Hours days to complete the commissioning of liquid fuel system, Glycol and Chiller system.  
**Note:** If the trips are separated, then Woodward will send 1 Apps Engineer for the Glycol and Chiller system, and 1 FSE for the Liquid Fuel System when that happens.  
 One (1) twelve (12) hour shift a day includes eight (8) hours of Straight Time and four (4) hours of Overtime Monday through Friday, Twelve (12) hours of Overtime on Saturday and Twelve (12) hours of double time on Sunday.

**Contract Elements Effected:**

This change order reflects additional scope towards Village of Freeport Purchase Order number 20222695.

Item/Description	Total
Time and Material (T&M) Estimate: 1 Woodward Application Engineer for 5-12 Hours days to complete the commissioning of liquid fuel system, Glycol and Chiller system. (Includes Travel & Per Diem)	\$25,867.00

**Schedule Impact:**

Onsite support dates to be confirmed by Village of Freeport

**Delivery and Title Transfer Terms:**

Delivery Terms and Title Transfer Terms remain in accordance with Village of Freeport Purchase Order number 20222695, except as modified herein.

**Payment Terms:**

Net 30 Days Upon Completion of Services. Services will be invoiced using standard GE Field Service Rates at the time of work less 10%.

**Change Order Validity:** Seller's proposal valid through June30, 2022

**Terms and Conditions:**

Terms and condition remain in accordance with Purchase Order Village of Freeport Purchase Order number 20222695 except as modified herein.

GE Authorization		Customer Authorization	
Name	Anuradha Srivastava	Name	_____
Title	Project Manager	Title	_____

Rev.1.5



# GE Gas Power

## Contract Change Order

Project Name: Village of Freeport Woodward MicroNet Plus and BOP Controls Upgrade	<b>Change Order No.:</b> 7310271-001
<b>Contract/PO. No.:</b> 1563816R2/20222695	<b>Subject:</b> Woodward Onsite Support to Complete the Open Items

Signature 	Signature _____
Date May31, 2022	Date _____

### **Change Order Submittal**

Please address your change order in USD to: GE Packaged Power LLC, 16415 Jacintoport Blvd. Houston, Tx 77015; e-mail to: [Mark.Janson@ge.com](mailto:Mark.Janson@ge.com); [Anuradha.Srivastava@ge.com](mailto:Anuradha.Srivastava@ge.com)



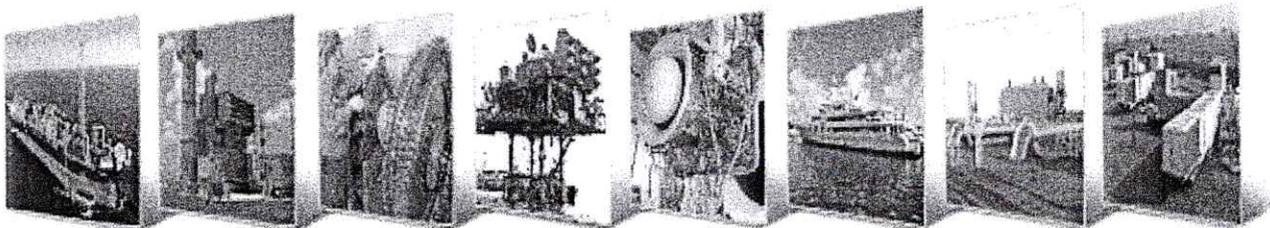
**GE Gas Power**

Is pleased to present

# **FIRM PACKAGE UPGRADE PROPOSAL NO.: 1605411 Rev0**

**From: GE Packaged Power, LLC  
To: Incorporated Village of Freeport  
For: Panel Mounted HMI Upgrade**

**May 2, 2022**



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*A Subsidiary of General Electric Company*

*Export License Exception TSU Applies*

GE Gas Power



May 2, 2022

Keith Muchnick  
Plant Manager  
Freeport Electric  
Freeport, NY 11520

**Mark A. Janson**  
Aero Service Sales Leader

2657 Bayhill Ct  
Cincinnati, Ohio 45233  
USA

M 513-324-2510  
F 513-672-2332  
Mark.janson@ge.com

Subject: Panel Mounted HMI Upgrade

Dear Keith,

GE Packaged Power (hereinafter also known as "GE" or "Seller") is pleased to provide this proposal to Freeport Electric (hereinafter also known as "Buyer") in response to your request for a firm proposal to provide a panel mounted Human Machine Interface (HMI).

We trust that you will find our proposal meets your requirements and look forward to working with you further on this project. If you have any questions regarding this offering in the interim, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads 'Mark A. Janson'.

Mark A. Janson



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<b>Article</b>	<b>Page Number</b>
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5. PURCHASE ORDER INSTRUCTIONS	9
6. PROPOSAL VALIDITY	11

<b>List of Addendums</b>	<b>Page Number</b>
ADDENDUM 1. Scope of Responsibility	12
ADDENDUM 2. Field Service Rate Sheet (2022)	13
ADDENDUM 3. Terms and Conditions	18



**1.SUMMARY**

GE Packaged Power, LLC (hereinafter referred to as "Seller") is pleased to submit this Firm Proposal 1605411 Rev0 to Village of Freeport (hereinafter referred to as "Buyer") for one (1) LM6000 package at Village of Freeport, NY. (ESN 191491)

The Seller shall manufacture and deliver the Engineering, Parts and Services as more fully described in Addendum 1: Scope of Responsibility.

**1.1. Pricing summary**

Hardware, Software, Licenses and Engineering quoted in the table below are firm **based on the knowledge of the site configuration. Final Pricing will be confirmed upon conclusion of the site survey.**

Technical Advisory Services represent T&M estimate as described in section 3.1

Item	Quote	Description	Price
1	Firm	<b>Panel Mounted HMI Upgrade</b> Includes hardware, software, licenses, engineering	\$37,715
2	T&M Est.	<b>Technical Advisory Services - T&amp;M Estimate</b> One (1) Woodward Field Engineer onsite for three (3) 12-hour days Includes travel and per diem Pricing is based on one site visit by GE Field Service, any additional trips required will be quoted by the Seller	\$18,408
<b>Price (Total in U.S. Dollars)</b>			<b>\$56,123</b>

**Commercial summary**

If there are any conflicts between the terms of this Firm Proposal and the terms as stated in GE Power Services Products and/or Services Terms and Conditions, the terms of this Proposal shall govern.

Price Basis	Prices based on 2022Delivery	
Transport Costs	Invoiced Separately	
Incoterms	FCA Sellers Factory	
Title Transfer	When available at factory	
Lead Time	<b>11 Weeks</b> after PO Acceptance	
Terms & Conditions	GE Power Services Products and/or Services Terms and Conditions	
Payment Schedule	40% of Item 1	Net 30 days upon purchase order
	60% of Item 1	Net 30 days upon shipment
	100% of Item 2	Net 30 days upon completion of services*

\*NOTE: Completion of TA Services is defined as material completion of the installation of GE Scope of supplied equipment under this purchase order. It does not imply the absence of any punch list or warranty items.



COVID-19 VIRUS: The parties acknowledge that the COVID-19 epidemic and government actions in response to it have affected and will continue to affect Seller's ability to deliver goods and services around the world (the "COVID-19 Impact"). Seller's commitment to the schedule obligations contained herein is conditioned upon there being no increase in the COVID-19 Impact on Seller's obligations under this Contract in excess of those currently known to Seller at the time of bidding. In the event of an increase in the COVID-19 Impact, Seller shall be entitled to an equitable adjustment in schedule and price, subject to Seller's obligation to work in good faith with Buyer to mitigate the impact on schedule and/or cost.

## **2. DESCRIPTION OF OFFERING**

### **Seller's Scope of Supply:**

#### **Local HMI:**

- One (1) Maple Systems PPC with Windows 10.
  - (1x) iFIX 6.1 (or latest supplied ARO by Woodward).
  - Latest Woodward suite of tools for the MicroNet Plus controller.
    - (1x) Application Manager.
    - (1x) Control Assistant License.
    - (1x) GAP4 Monitor License.
    - (1x) CylancePROTECT with hardware and software whitelisting.
      - 10-Year License "Disconnected Mode".
    - (1x) Custom Aluminum Mounting Plates w/ Hardware for 17.62" X 14.36" Panel Cutout.
    - (1x) Macrium Reflect Workstation 8 Backup & Restore
    - (1x) Microsoft Office Home and Business 2019 English No Media - (1) Install
    - (1x) Seagate 1TB External USB 3.0 Slim HDD with Backup Plus
    - (1x) Ethernet Cable, CAT6, 50FT, Gray or White
  - Updated Network Diagram and HMI for panel configuration to be provided.
  - Updated Wiring Drawing and Layout Drawing for panel mount PC to be provided.
- HMI to be configured at the Woodward facility in Fort Collins, Colorado.
  - HMIs to be tested at the Woodward facility utilizing nVe (NetSim) simulation tool for seamless installation and commissioning.
- Assumptions:
  - HMI screen resolution shall remain as existing with HMI screens on a single monitor only.
  - Changes to HMI resolution or orientation may result in a change order.



**Installation Services**

- One (1) Woodward Field Engineer for and estimated three (3) 12-hour days for the following scope.
  - Assisting in the Installation of the panel mounted, Windows 10 HMI.
    - HMI communications and commissioning.

**Buyer's Scope of Supply:**

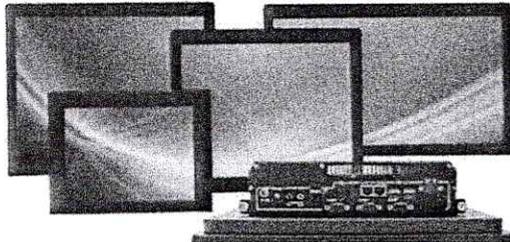
- Buyer will be responsible to lock out and tag out of package for the duration of installation work as/if required.
- Buyer will be responsible for providing consumable items, site power and compressed air as needed.
- Buyer to supply at least one (1) site I&C technician or site electrician to assist with the removal and installation of the HMIs.
- Buyer is responsible for the installation of the HMI & Keyboard into the turbine control panel.
  - Including all turbine control panel modifications required for replacing the existing panel mounted HMI along with penetrations for the keyboard & mouse.
- Buyer will be responsible for reconfiguration of the site PI Historian or DCS communications to the new GE provided HMIs if required.

**Assumptions:**

- Seller assumes one trip - for installation and commissioning.
- Seller assumes the unit will be available for immediate start/test up after hardware installation, power up, configuration, testing.
- Seller excludes modifications to Buyer's DCS/BOP/Historian systems or equivalent.
- Seller assumes no OEM drawing changes.
- Seller assumes field Service is an estimate and will be billed as actual costs.
- Seller assumes any day the Engineer is available to work at site but prohibited from doing so by site or local regulations, Buyer will be charged as an 8-hour standby day at that day's rate plus expenses.
- Seller assumes all days of the week are considered working days.
- Seller assumes that the quoted Field Service duration assumes that the engineer will have access to work on all the equipment and able to perform the required testing without delays.
  - Delays may cause the estimated Field Service duration and costs to increase.
- Field Service availability dependent on current travel restrictions.

**Turbine Monitoring System - Local Panel Mounted HMI**

Maple System's 21" High Brightness / Sunlight Readable Touch Display Industrial PCs provide power, performance, and functionality in one package. With the choice of an Intel Dual Core i5-7300U 2.6GHz, i3-7100 2.4GHz, or i7-7600U 2.8GHz processor, a Steel Chassis, Aluminum Heatsink, and the option of panel or VESA mount, this series is both rugged and durable. And because it runs any 3rd party software, it is extremely flexible.



10.4" ~ 21.5" Fanless Panel PC  
with High Brightness Display and  
Intel® Core™ i3-7100U/i5-7300U/i7-7600U Processor



- High-Resolution Capacitive Touch Screen
- Multiple Memory and Storage Options Available
- Windows® 10 IoT 2019 Operating System
- Optional Wi-Fi Upgrade
- Panel or VESA mount
- Integrate with Indusoft's Web Studio®

- (1x) Maple Systems PPC, 21.5" PCAP Touch LCD
  - Intel Dual Core i5-7300U 2.60 Ghz
  - 32GB DDR4 RAM
  - 512GB ML SSD
  - Win 10 IoT Ent LTSC 2019, 64 bit PKEA
- (1x) Custom Aluminum Mounting Plates w/ Hardware for 17.62" X 14.36" Panel Cutout.
- (1x) Macrium Reflect Workstation 8 Backup & Restore
- (1x) Microsoft Office Home and Business 2019 English No Media - 1 Install
- (1x) Seagate 1TB External USB 3.0 Slim HDD with Backup Plus
- (1x) Ethernet Cable, CAT6, 50FT, Gray or White\
- (1x) Front Panel Mount Flip-Up Keyboard and Mouse Tray
- (1x) Wired / Wireless Keyboard and Mouse Combo

**Benefits of OEM supplied HMI**

- The fully integrated and tested HMI and control system solution reduces installation and commissioning time and increases HMI quality. The HMI application software is engineering change controlled and archived to provide recovery services in the event of an HMI computer failure.
  - Display Screens are aligned with F&ID drawings
  - Capable of displaying English and SI/Metric units.
- Time stamping of alarm and events are recorded in the MicroNet Plus control system utilizing the internal real time clock (RTC). Control system RTC can be synchronized to site's time servers. The time synchronized and stamped data reduces troubleshooting time by supplying the order of events to site technicians.

Using currently supported Windows 10 operating systems with latest HMI application versions provides faster replacement of computer hardware as well as access to latest security patching and operating system support. Retaining multiple application versions may add application support time and cost to the Buyer. Therefore, maintaining the same operating system and HMI software versions across site's HMI computers can reduce overall maintenance costs.



### **3. PRICING**

#### **3.1. Time Material (T&M) Estimate**

The installation and commissioning is estimated at three (3) days. Depending on site conditions, personnel and equipment availability, the installation sequence and duration could be slightly different. The scope of work is to be subcontracted to a GE Authorized 3<sup>rd</sup> Party. Actual TA Services will be invoiced using standard Seller's Field Service Rates at the time of work. Rates current at the time of this proposal are provided in Addendum 2: Field Service Rate Sheet (2022). One (1) twelve (12) hour shift a day includes eight (8) hours of Straight Time and four (4) hours of Overtime Monday through Friday, Twelve (12) hours of Overtime on Saturday and Twelve (12) hours of double time on Sunday. Third Party services will be billed to Buyer at cost plus 30%.

Buyer is required to provide the necessary site labor with legitimate qualifications to assist on the above installation tasks. Seller retains the right to approve any Buyer contracted labor working under Seller's technical direction. Seller does not accept liability for the actions of the Buyer's labor force

#### **3.2. Changes**

- a) The Price shall be adjusted as necessary to take account of (a) Change Orders, or (b) other adjustments specifically provided for in this Proposal.
- b) Changes to specifications, drawings, services or hardware will be evaluated by Seller for a Change in Scope to the Proposal. Seller will quote the changes and a customer Change Order must be received before work is to proceed.
- c) Storage Costs, additional travel, delays at work, unit restart delays and overtime work out of scope of the project will be considered additional work and will be charged according to Seller's published rates at time of execution and in lieu of any pre-existing agreement

#### **3.3. Compliance**

Compliance and certifications are within current Seller's design practices and standards. The price presented here does not include compliance with any state or local codes unless expressly defined by Buyer prior to sale.

#### **3.4. Technical Assumptions and Exclusions**

The following technical assumptions and/or exclusions apply to the quoted price:

## GE Gas Power



- a) All local, regional, or special permits (environmental, construction, installation) or certifications for local or regional codes are excluded from the Scope of this proposal.
- b) Seller assumes the Buyer will supply consumables (fuel, site power, water, and compressed air) and hand tools as needed to support the installation and commissioning, which may include multiple startups for troubleshooting.
- c) Seller assumes the Buyer will supply rental tools including forklifts and craning if necessary.
- d) No modification to any third party equipment is included in the Seller's scope in this proposal, including modifications to the Buyer's existing DCS for Modbus communication and interface with the package control system.

### **4. DELIVERY, TITLE TRANSFER AND RISK OF LOSS**

#### **4.1. Delivery of Parts**

- a) Seller shall deliver new parts or equipment to Buyer FCA Seller's facility, place of manufacture or warehouse (Incoterms 2020)
- b) Transportation Costs will be invoiced separately
- c) Partial deliveries by the Seller will be permitted
- d) Seller may deliver all or any of the parts or equipment in advance of the delivery schedule

#### **4.2. Title Transfer and Risk of Loss**

- a) Title to Parts shipped from within the country of where the Part will be installed shall pass to Buyer when made available for shipment from the manufacturer's factory or the storage facility utilized by the Seller.
- b) Title to services shall pass to Buyer as performed
- c) Risk of Loss shall pass to Buyer upon the later of passage of title or delivery as defined above (Incoterms 2020)

### **5. PURCHASE ORDER SUBMITTAL AND ACCEPTANCE**

Please address your purchase order in US dollars to:

GE Packaged Power, LLC  
16415 Jacintoport Blvd  
Houston, TX 77015 e-mail to: [mark.janson@ge.com](mailto:mark.janson@ge.com)

The Purchase Orders must make a reference to this Proposal **1605411 Rev0** and **GE Power Services Products and/or Services Terms and Conditions**. Seller will issue Order Acknowledgement to Buyer within 10 business days from receipt of the Purchase Order. An invoice will follow within 15 days of Purchase Order acceptance.



## Submittal and Acceptance

In order to help us expedite acceptance of your purchase order, we have found that if the following information is incorporated it will prove to expedite the order acceptance process:

- The GE business entity and address as stated in the proposal
- Annotate the Proposal Number on face of purchase order
- Acceptance of Terms and Conditions per this proposal

This proposal submitted by:

Name: Mark Janson  
Title: Aero Service Sales Leader  
For: GE Packaged Power, LLC  
Date May 2, 2022

Upon acceptance, this Proposal shall constitute the entire agreement between the parties and any understanding, promise, representation, warranty or conditions not incorporated herein shall not be binding on either party:

This Proposal is accepted by:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
For: \_\_\_\_\_  
Date \_\_\_\_\_

GE Gas Power



**6. PROPOSAL VALIDITY**

This proposal document, together with the price contained herein, is valid for 30 days from date of issuance and assumes delivery on or before December 1<sup>st</sup>, 2022. Upon expiration of this proposal document, or for delivery beyond the above date, a new proposal will be provided upon request and escalation should be assumed.



**ADDENDUM 1. Scope of Responsibility**

BUYER		B							
GE - CMU ENGINEERING / FIELD SERVICE		GE							
Scope Description	Design	Material Supply	Drawings	Labor supporting Installation / Removal			Supervision during Installation / Removal	Controls	Testing and Commissioning / Start Up
				Electrical & Electrical Interconnects	Mechanical Piping & Interconnects	Any Civil / Structural work			
<b>PC HMI Procurement</b>									
Procure and Provide HMI Computer Hardware and Ship to Woodward for Software Installation & Testing.	GE	GE	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>PC HMI Upgrade</b>									
Engineering Development, Pre-Installation & Testing of HMI Applications in each HMI Computer Before Shipping	GE	GE	N/A	N/A	N/A	N/A	GE	GE	N/A
Removal of Existing HMI Hardware	B	B	N/A	B	N/A	B	GE	N/A	N/A
Turbine Control Panel Modifications as required	B	B	N/A	B	N/A	B	GE	N/A	N/A
Installation of New HMI & Keyboard Hardware into the TCP	B	GE	N/A	B	N/A	B	GE	N/A	N/A
HMI Commissioning	GE	GE	N/A	B	N/A	N/A	GE	GE	GE
Verify correct electrical signals and communications before start-up	GE	GE	N/A	B	N/A	N/A	GE	GE	GE



**ADDENDUM 2. Field Service Rate Sheet (2022)**

**STANDARD RATE SHEET**

**GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES**

GE's global services network is designed to anticipate and respond to our customer's needs throughout the life cycle of GE's LM<sup>®</sup> engines and packages. GE's worldwide services team supplies the highest quality parts, tools and technical support which is closely tied to our service engineering teams. This may result in higher availability and lower costs for you, our customer. Please contact your service manager for any of your service needs, 24 hours a day, 7 days a week.

**Offerings**

GE's global services network is dedicated to responding to your needs in an expedient manner. Our field service offerings help decrease your downtime and provide a lower cost operation by providing full technical coverage for your engine and package. Our services include, but are not limited to: Periodic inspections of the engine and package, hot section inspections, generator test and inspection, trim balances, vibration surveys, performance testing, controls calibration, and all level 1 & 2 maintenance.

**In response to our customers' request for flexibility in commercial offerings, GE's global services network now provides the option for (FFP) Firm Fixed Pricing on many work scopes.**

**Technical Assistance**

Rate Classification	Labor Rate Per Hour			Incremental Charges		
	Straight Time	Over Time	Double Time	High Security Areas	Emergency Call-Out	Offshore/Man Camps
Field Representative	\$277	\$415	\$553	25%	20%	20%
Specialty Field Rep	\$396	\$594	\$792	25%	20%	20%
Site Manager	\$407	\$610	\$813	25%	20%	20%
Mobilization Fee	\$412					

All charges are USD/HR

\*Tradeable or Commodity Electric Companies

Effective April 1st, 2022

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**STANDARD RATE SHEET**

**GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES**

**GE's global services network provides multiple levels of technical support for your aeroderivative gas turbines as follows:**

**Field services representative**

Perform the maintenance action as well as provide technical advice based on good engineering, manufacturing, installation and operation practices applicable to the equipment. Such services also include testing, adjustment, and installation and start-up. Field engineering services does not include supervision of purchaser's agents or other contractors.

**Sociability field representative**

May be any of the following

- Gas turbine DLE mapper: Specialist skilled in methods required for adjusting the dry low Nox system to help optimize gas turbine emissions and life expectancy of combustion system components.
- Laser alignment: Specialists utilizing GE proprietary digital laser alignment equipment, technology, and fleet data, to help optimize internal component alignment and potentially provide significant reductions in outage duration over conventional alignment methods.
- Controls programming
- Boro-blend: Specialists trained at blending damage to the HPC/LPC blades through the borescope ports.
- Excitation: Specialists skilled in the start-up and troubleshooting of excitation systems interfacing circuits, breakers, and Power systems.
- Vibration: Specialists experienced in vibration data acquisition, vibration machinery diagnostics, rotor balance analysis, and recommendations on installation of balance weights.
- Diagnostics: Specialists skilled in performance diagnostic tests

**Site manager**

Manages all aspects of GE's field services work and coordinates all GE activities on site.

**Notes:**

**Applicable rates**

The normal work week is five consecutive eight-hour days typical to specific countries, contact your regional customer service manager. Time in excess of the normal workday/work week will be billed at the overtime rate. Over Time (OT) applies to billable hours on Saturdays and normal workday hours greater than 8 hours and less than 12 hours. Double Time (DT) applies to billable hours on Sundays, holidays and normal workday hours greater than 12 hours.

**Minimum charge**

A minimum charge of 4 hours straight time plus per diem and travel expense is charged for any service job. Offshore vessels or rigs and work in isolated areas with man-camps will be charged a minimum 12 hours per day.

**Mobilization fee**

Mobilization fee consists of basic job preparation including but not limited to: normal risk assessments or method statements; environmental, health and safety preparation; tooling and resource coordination and restocking. This fee is invoiced on a per dispatch basis in the amount of \$412.

**Waiting time/standby time**

If the field service technician is requested to wait at the site location, waiting time will be charged at minimum 8 hours per day at the applicable rate (i.e., standard rates including applicable multipliers) as set forth in the rate sheet. If the customer does not request the technician to wait, no charges will be due, the technician will not be available to work and, the technician is considered un-assigned and free to be assigned to other projects. Waiting time on offshore floating vessels, stationary rigs, and at isolated sites with man-camp living facilities will be charged a minimum 12 hours per day. To minimize travel expenses, non-working days scheduled in advance, such as weekends or holidays selected as non-working days, will not incur minimum hourly charges but the per diem will still apply.



**STANDARD RATE SHEET**

**GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES**

**Working hours**

Individual maximum working hours are 12 hours per day not to exceed 84 hours per fiscal week. Exceptions to the maximum 12 hour workday must be agreed to PRIOR to work commencing with the regional customer service manager up to a maximum of 14 hours per day per individual (followed by an appropriate 10 hour rest cycle) but not to exceed 84 hours per week. Unless otherwise contracted, working hours do not include the following: lunch or daily travel less than 30 minutes per leg between lodging and work location. Contact your local regional field service office for further clarification. In situations where local regulations or customer policies exist regarding on-duty limitations, the more conservative procedure shall take precedence.

**Travel time**

Travel time will be charged at the straight time rate as set forth in the rate sheet, on a round trip basis, from the GE representative's point of dispatch.

**Transportation expenses**

All transportation (i.e., mileage, airfare, train, taxi, ferry, rental car, etc.) expenses for each dispatch are invoiced at cost plus 15%. Mileage will be invoiced at \$1.47 USD/mile when technicians travel to customer site via automobile.

**Holidays**

Holidays are country specific and double time rates are applicable. A holiday schedule for each country can be provided upon request.

**High security areas**

A region deemed to have a substantial level of security risk inherent with the location will be assessed a minimum 25% security fee on all labor hours.

**Living expenses**

Per diem will be billed for any portion of a day worked including travel days. This daily charge is for normal daily expenses such as lodging, meals, laundry, normal communication expenses, fuel for rental car, and reasonable road tolls for all days. Any other daily expenses will be invoiced at cost plus 15%.

- Regular per diem, \$253 USD per day per employee
- High cost per diem (Applies when lodging cost is more than \$130 USD per night, including taxes/per person), \$330 USD per day per employee

**Rest and recreation**

Due to local labor laws, Environmental Health and Safety (EHS) regulations or GE policy, field service personnel will need to rotate out of work sites on Rest and Recreation (R&R) after being onsite for a certain duration of time. In such circumstances, costs related to R&R travel will be charged to the customer at the current prevailing rates plus applicable multipliers. If personnel do not travel away from the work site but also do not work on these days, hourly charges will not apply but the per diem rate will be applicable.

**Emergency call-out**

Dispatch with less than 48 hours' notice will be assessed a 20% emergency call-out fee on labor hours only.

**Offshore & man camps**

Any labor for work sites located on offshore floating vessels, stationary rigs or in isolated areas with man-camp living facilities, will be assessed a 20% fee for all hours on site.

**Purchased materials & contracted services**

Will be billed at cost plus 30%. Purchased materials includes non-Catalog items procured for the project/work location typically from local supply. Contracted Services includes non-GE Aero/non-FieldCore services and includes 3rd party suppliers and other GE owned or affiliated entities (e.g., Bentley Nevada, APM, cranes, testing services, craft labor services, etc.)



**STANDARD RATE SHEET**

**GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES**

**Tooling Rental fees - Transactional & CSA**

GE rents level 1 and level 2 special tools at competitive rates. These tools are available through your respective Service Manager. Tooling pricing is based on work scope as listed in tooling rental table (Transactional & CSA). Listed price provides special tooling to complete contracted scope of work for the normal maintenance duration. Tooling required on site beyond the normal duration (1 week) of the contracted scope of work will be assessed a daily fee. GE's technical representative must accompany all rentals of GE tooling assets. Tooling is not rented separately for direct customer use.

**Tooling Rental fees - Installation & commissioning**

GE rents level 1 and level 2 special tools at competitive rates. These tools are available through your respective project manager. Tooling pricing is based on work scope as listed in tooling rental table Installation & commissioning (I&C). Listed price provides special tooling to complete contracted scope of work. Tooling required on site will be assessed a weekly fee. GE's technical representative must accompany all rentals of GE tooling assets. Tooling is not rented separately for direct customer use.

**Tooling Rental fees - Transactional & CSA**

**Shipping fees**

All customs, duties and handling fees incurred by GE in the process of importing or exporting tooling or goods on behalf of the customer including excess baggage and customs duties for hand carried items will be invoiced at cost plus 15% handling fee.

**Terms and conditions**

Customer service support is subject to standard terms and conditions - Products and/or Services Terms and Conditions (PTSC)

**Effectively**

These prices supersede all previously published prices for this same service. The prices of additional or newly established service will be available on a quotation basis and may be subject to revision until such time as they are incorporated into the next issue of this price sheet. The prices indicated are list unit prices and are subject to change without notice.

Catalog Workscope	Oracle ERP Code	UOM	Rate
LM6000/LM5100 hot section workscope tooling	APS_F1_H5 LM6000_M5_Daily	Days	\$10,637
LM2500/3000 hot section workscope tooling	APS_F1_H5 LM2500_3000_Daily	Days	\$6,883
LM500/1200/1600 hot section workscope tooling	APS_F1_H5 LM500-12-16_Daily	Days	\$4,233
Engine or PT exchange workscope tooling	APS_F1_ENG-PTXCHNG_Daily	Days	\$2,954
Term annual package inspection tooling	N/A	Days	\$3,428
Annual package inspection tooling	APS_F1_INSP-ANNUAL_Daily	Days	\$3,428
Special package tooling work packages - PTX, ETC, Adre, emission, etc.	APS_F1_TOOL-SPE_Daily	Days	\$1,124
Standard package tooling work packages - Shaker, D-scope, precision, impact, etc.	APS_F1_TOOL-STND_Daily	Days	\$341
Minor package tooling work packages - Fanur, Dentin, etc.	APS_F1_TOOL-MINR_Daily	Days	\$233
Low pressure compressor workscope tooling	APS_F1_LPC_Daily	Days	\$2,377
Turbine mid frame workscope tooling	APS_F1_TMF_Daily	Days	\$2,377
High pressure compressor workscope tooling	APS_F1_HPC_Daily	Days	\$2,377
Bore scope or bore blend tooling	APS_F1_BOR-BLEND_Daily	Days	\$1,124
Level 1 work package tooling	APS_F1_ENG-LV1_Daily	Days	\$687
Includes engine exchange + EPC + 50220	APS_F1_50220_Daily	Days	\$7,120
D/E system flush (turbine or generator)	APS_F1_Flush_Daily	Days	\$764
LM5100 Engine or PT exchange workscope	APS_F1_LM5100XCHNG_Daily	Days	\$2,651
LM5100 I&C Tool Cart	APS_F1_LMS-SDNEX_Daily	Days	N/A
Other as quoted	APS_F1_TOOL_Other	Days	Quote

Effective April 17, 2022

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STANDARD RATE SHEET

GLOBAL FIELD SERVICES FOR AERODERIVATIVE GAS TURBINES

Tool rental pricing - Transactional & CSA - continued

Catalog Workscope	Oracle ERP Code	UOM	Normal scope rate
LM6000/LM5100 hot section workscope tooling	APS_FS_H5-LM50-4M5_WorkScope	Week	\$42,347
LM2500/3000 hot section workscope tooling	APS_FS_H5-LM25-5B_WorkScope	Week	\$20,648
LM500/1500/1600 hot section workscope tooling	APS_FS_H5-LM5-15-16_WorkScope	Week	\$12,758
Engine or PT exchange workscope tooling	APS_FS_ENG-PTXCHNG_WorkScope	Week	\$8,863
Semi annual package inspection tooling	APS_FS_INSP-SEMI_WorkScope	Week	\$2,418
Annual package inspection tooling	APS_FS_INSP-ANNUAL_WorkScope	Week	\$4,836
Special package tooling work packages - PTK, FTK, Adre, emission, etc.	APS_FS_TOOL-SPC_WorkScope	Week	\$3,372
Standard package tooling work packages - Shaker, O-scope, precision, impact, etc.	APS_FS_TOOL-STND_WorkScope	Week	\$1,082
Minor package tooling work packages - Fanuc, Genius, etc.	APS_FS_TOOL-MINR_WorkScope	Week	\$233
Low pressure compressor workscope tooling	APS_FS_LPC_WorkScope	Week	\$7,731
Turbine mid frame workscope tooling	APS_FS_TMF_WorkScope	Week	\$2,577
High pressure compressor workscope tooling	APS_FS_HPC_WorkScope	Week	\$2,577
Bore scope or bore blend tooling	N/A	Week	N/A
Level 1 work package tooling	N/A	Week	N/A
Includes engine exchange + LPC + SB320	APS_FS_SB320_WorkScope	Week	\$95,161
Oil system flush (turbine or generator)	APS_FS_Flush_WorkScope	Week	\$5,345
LM5100 Engine or PT exchange workscope	APS_FS_LM5100XCHNG_WorkScope	Week	\$7,654
LM5100 I&C Tool Conex	APS_FS_LMS_CONEX_Monthly	Month	\$9,279
Other as quoted		Week	Quote

Tool rental pricing - Installation & commissioning

Catalog Workscope	Oracle ERP Code	UOM	Rate
Special package tooling work packages - PTK, FTK, Adre, emission, etc.	APS_FS_TOOL-SPC	Week	\$3,621
Standard package tooling work packages - Shaker, O-scope, precision, impact, etc.	APS_FS_TOOL-STND	Week	\$2,704
Minor package tooling work packages - Fanuc, Genius, etc.	APS_FS_TOOL-MINR	Week	\$1,107
Level 1 work package tooling	APS_FS_ENG-LVL1	Week	\$3,333
Oil system flush (turbine or generator)	APS_FS_Flush	Week	\$3,818
LM5100 I&C Tool Conex	APS_FS_LMS_CONEX_Monthly	Month	\$9,279
LM5100 Engine or PT exchange workscope	APS_FS_LM5100XCHNG	Week	\$13,258
Other as quoted	APS_FS_TOOL_Other		Quote

Effective April 15, 2022

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## ADDENDUM 3. Terms and Conditions

### Products and/or Services Terms and Conditions

**NOTICE:** Sale of any Products and/or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

#### 1. Definitions

"Buyer" means the entity to which Seller is providing Products and/or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products and/or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and/or Services, including adjustments (if any) in accordance with the Contract.

"Derivative Works" means: (a) any work based upon one or more pre-existing works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be published, recast, transformed, or adapted, and that if prepared without the authorization of the owner of the copyright or other intellectual property right to such pre-existing works, would constitute an infringement of such copyright or other intellectual property right, and/or (b) any compilation that incorporates such pre-existing works.

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has an administrator, receiver, liquidator or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Products and/or Services Terms and Conditions", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

"USD" means United States Dollars.

#### 2. Payment

2.1 Buyer shall pay Seller for the Products and/or Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without deduction, withholding or set-off for any payment or claim, within thirty (30) days from the invoice date. If the Contract Price is less than two hundred fifty thousand USD (\$250,000), Seller shall issue invoices upon shipment of Products and as Services are performed. If the Contract Price is two hundred fifty thousand USD (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and/or Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that the Contract Price for remaining Services is invoiced as they are performed and ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment ("Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law if it is less. If the price is set by the Contract in a currency other than USD, references to USD in this Section 2.1 shall mean the equivalent amount in the applicable currency.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at

least sixty (60) days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving any Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of time to durations or periods of time (if any) expressly agreed to by the Parties in the written schedule for performance and/or completion of the Services or any parts thereof. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

#### 3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

#### 4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately upon clearance of Products for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Buyer may not use any third party vendor for providing customs clearance services until Seller has approved such party prior to shipment of the Parts. Notwithstanding the foregoing, Seller grants only a non-exclusive license, and does not pass title, for any software provided by Seller under this Contract, and title to any leased equipment remains with Seller.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products



and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

4.6 Except as otherwise expressly agreed to by the Parties in writing, acceptance of Products shall be deemed to occur upon delivery and acceptance of Services, upon performance.

**5. Warranty**

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications incorporated into the Contract.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery; and the warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days (as applicable, the "Warranty Period").

5.3 If Products and/or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the applicable Warranty Period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and/or Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable Warranty Period. Seller's warranty obligations exclude the repair or replacement of any damaged parts or Products other than the initially failing part which caused the damage. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products and/or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based upon the failure of or defect in Products or Services, whether the claim is based in contract, negligence, statute, or any tortious/extra-contractual liability theory, strict liability or otherwise. The foregoing warranties in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

**6. Confidentiality**

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure. In addition, prices for Products and/or Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and/or Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request

return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

**7. Intellectual Property**

7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products and/or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.2 Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products and/or Services that have been modified, or revised, (b) the combination of any Products and/or Services with other products and/or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products and/or Services, or (e) Products and/or Services made or performed to Buyer's specifications.

7.3 Should any Product and/or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product and/or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products and/or discontinue infringing Services and refund the price received by Seller attributable to the infringing Products and/or Services.

7.4 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and/or Services.

7.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

7.6 Buyer will not itself, and will not allow any party (including Buyer Affiliates) to: (i) reverse engineer Products or Services (including any Seller monitoring or data analysis by Seller), (ii) prepare Derivative Works from, alter, modify, disassemble, reverse engineer, reverse assemble, de-compile, or otherwise attempt to reconstruct, discover or derive the object or source code of any software licensed to Buyer by Seller under this Contract (including any third party software); (iii) permit or otherwise grant any third-party access to Products, Services or software for such purpose, even if such third party is performing any corrections, bug fixes and updates.

7.7 Products furnished by Seller under this Contract shall not be installed, used, or made available for use in any equipment other than the equipment specified in the Contract at Buyer's Site. Buyer warrants that such equipment, and the Site, is under its ownership and control, and agrees to inform Seller forthwith should this cease to be the case at any time before expiry of the Warranty Period.

7.8 Buyer agrees to pass on the restrictions and obligations under Sections 7.6 and 7.7 to any affiliates or third parties who have obtained or may obtain access to the Products or Services and shall be fully liable for any breach of this Article 7 by its affiliates or third parties, as if it had committed such breach itself.

**8. Indemnity**

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to



its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

#### 9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

#### 10. Schedule and Excusable Events

10.1 Any durations or periods of time quoted on the schedule or otherwise agreed for performance, delivery and/or completion of the Services or delivery of Products shall be regarded as estimated only. In addition, delivery times are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. In the event Seller agrees in writing to guaranteed performance, delivery and/or completion times and specific sums as liquidated damages for late performance, delivery or completion, any such liability for damages shall only commence when the period of delay exceeds the guaranteed date or time by 14 (fourteen) calendar days and liquidated damages may be applied and be levied only from that 14th day onwards. Payment of liquidated damages shall be in full and final settlement of any and all liability of the Seller for delays under the Contract and shall be Buyer's sole and exclusive remedy for failing to achieve the performance, delivery and/or completion guarantee. The Seller's maximum aggregate liability for liquidated damages for delay shall in no circumstances exceed 5% (five per cent) of the total amount of the Contract Price paid to the Seller.

10.2 Seller shall not be liable and shall not be considered in breach of any obligations to supply manpower, deliver Products or to perform, deliver or complete the Services or any parts thereof within specified durations or periods or by a specified time) if it is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers or for any period of suspension under Section 11.3. If any such cause or excusable event occurs, the schedule for Seller's performance shall be adjusted accordingly and dates or times stated in the schedule for performance and/or completion of the Services shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

#### 11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products and/or Services completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and/or Services and 15% of the Contract Price applicable to all other uncompleted Products and/or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, excluding the cancellation charge for uncompleted Products and/or Services.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

#### 12. Compliance with Laws, Codes and Standards

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S., EU and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer hereby certifies that the equipment, materials, services, technical data, software or other information or assistance furnished by Seller under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by Buyer or by any entity acting on Buyer's behalf.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

#### 13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6 Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of,



or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

#### 14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products and/or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

#### 15. Limitations of Liability

15.1 To the maximum extent permitted by applicable law, the total liability of Seller for all claims arising from or related to the formation, performance or breach of this Contract, or provision of any Products and/or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand USD (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 Buyer will not supply Products and/or Services to any third party, or use Products and/or Services other than at the Site owned by Buyer. In case of non-compliance, Buyer shall (i) indemnify and defend Seller from and against any and all claims by, and liability to, any third party to whom Products and/or Services are supplied, and (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by the provisions of Article 7 and all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, negligence, statute, indemnity, tortious/extra-contractual liability theory, strict liability or otherwise.

#### 16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England and Wales, if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law").

16.2 All disputes and, to the maximum extent permitted by applicable law, all non-contractual obligations arising in any way whatsoever out of or in connection with this Contract arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with one of the following:

(a) if the Buyer's pertinent place of business is in the U.S., legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either New York, New York (and Buyer hereby consents to be subject to such New York federal and state jurisdiction) or the location of Buyer's principal place of business; or

(b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules (the "Rules"). The seat of arbitration shall be in London, England. The arbitration shall be conducted in English. The decision of the arbitrators shall be final and binding upon the parties.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order (but not monetary damages), or to seek interim or conservatory measures.

#### 17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

#### 18. Software, Leased Equipment, Remote Diagnostic Services, PCB Services

If Seller provides any software to Buyer, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these Products and/or Services Terms and Conditions and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

#### 19. General Clauses

19.1 Products and Services sold by Seller are not intended, in whole or in part, for application (and will not be used) in connection with or nearby any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products and/or Services for any such purposes, without the advance written consent of Seller.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and/or Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability), this Contract is only for the benefit of the parties and not for any third parties.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement.

#### 20. U.S. Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and/or Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the



Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products and/or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

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

**Date:** July 6, 2022

**To:** Mayor Robert T. Kennedy

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

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

---

On May 10, 2021, the Board awarded Bid #21-04-ELEC-558 – Redundant Energy Supply at Power Plant #1 to Hinck Electric (purchase of a new 3 MW generator). The total cost of this contract, funded by the Governor's Office of Storm Recovery (GOSR), is \$4,432,900.00. Currently, the equipment is in production at the factory and the final civil design is in the process of completion. We are proposing a change order consisting of 5 separate items.

*Item 1:* Design Change – The original bid specification called for 500 MCM cable between the existing power plant. Upon revisiting the specification, it was determined that the pipe schedule with the original bid document did not accommodate for the cable requirements so additional underground conduits and larger junction boxes are needed. The total for this change is \$130,282.00.

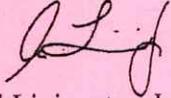
*Item 2:* Design Change – Upon review of the generator enclosure it was determined that an existing battery shed had to be removed to accommodate the larger footprint of the generator. This change resulted in the need to remove the building prior to project completion at a cost of \$38,125.00.

*Item 3:* Design Change – Housed in the battery shed are power plant battery banks that service the 4,000-volt switchgear breakers and protective relays. Prior to the removal of this building, we need to rent a battery bank until the new switchgear is complete. The total one-year rental cost is \$24,912.00.

*Item 4:* Design Change – Approximately 5' - 10' north of the new generation equipment is a 60 to 70-year-old concrete water well that is used to cool the existing plant's engines. The well is fed by a cooling tower. The well currently has cracks in it and is no longer needed. Additionally, upon recent excavation near the well it was determined that the well is leaking water in the vicinity of the location where the new foundation of the generator will be located. The cost for the removal and bypassing of the 24" well pipes is \$79,836.00.

*Item 5:* In the original bid specification there was no provision for the design engineers, Hinck Electric and Freeport Personnel to Factory Accept the equipment. Hinck Electric has proposed to outlay the travel expenses for 3 LIRO Engineers, 3 Freeport personnel and 3 Hinck representatives at an estimated cost of \$25,000.00 for a two-night stay. (This dollar amount is estimated and only for travel and lodging.)

Therefore, it is the recommendation of the Superintendent of Electric Utilities that, pending GOSR approval, the Board approve Change Order #1 in the amount of \$298,155.00 to Bid #21-04-ELEC-558 – Redundant Energy Supply at Power Plant #1 awarded to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716, increasing the not to exceed amount of the contract to \$4,731,055.00. Further, that the Mayor be authorized to execute any and all documents necessary and proper to execute this change order. The cost of this service will be funded by GOSR.

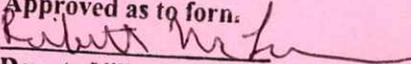


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachment

cc: Howard Colton, Village Attorney  
Kim Weltner, Purchasing Agent  
Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Daniel Layer, Comptroller

Approved as to form.  
  
Deputy Village Attorney

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

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

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

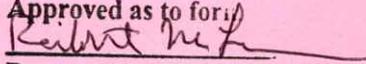
**WHEREAS**, the Village is proposing a change order consisting of 5 separate items (as per the attached memo) with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 in the amount of \$298,155.00 increasing the not to exceed amount of the contract to \$4,731,055.00; and

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

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

The Clerk polled the Board as follows:

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

Approved as to for i)  
  
Deputy Village Attorney

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

**DIRECTIVE**

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

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

# **INCORPORATED VILLAGE OF FREEPORT**

## **INTER-DEPARTMENT CORRESPONDENCE**

**Date:** July 6, 2022

**To:** Mayor Robert T. Kennedy

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

**Re:** Change Order #2 to GOSR Contract #11 (Diesel Fuel and Transfer System – PP1)  
Additional Scope of Work Required by NYSDEC and the Department of Health

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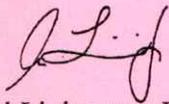
On June 28, 2021, the Power Plant 1 Diesel Fuel and Transfer System bid was awarded to James Woerner, Inc. for a not to exceed cost of \$863,606.00. To date, we had one change order for \$19,927.00 for the building of an explosion proof oil water separator that was mandated by the Nassau County Dept. of Health. The current total is \$883,533.00.

The attached Change Order #2 is divided into two phases. The first phase of this would be to remove the old fuel tank, plumbing, foundations, oil water separator building, oil water separator, piping, and all remaining ancillary facilities associated with the old equipment. The site would then be properly graded. Additionally, Nassau County Dept. of Health and the NYSDEC require that the old system be removed within one year from being taken out of service.

The second phase of Change Order #2 is to replace the fuel tanker offload area. This is an area in the driveway that has berms and is pitched to contain any fuel spill that may happen because of a tanker leak. Currently, the off-load area is not large enough to contain a fuel spill from the larger tanker trucks that are on the road today. Additionally, the old code allowed for a blacktop containment, which is no longer allowed (EPA SPCC, 40 CFR 112.7(h)).

James Woerner, Inc.'s lump sum cost for this proposed work is \$146,802.60 and the project is being funded by the Governor's Office of Storm Recovery.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that pending GOSR's approval, the Board approve Change Order #2 in the amount of \$146,802.60 to Bid #21-06-ELEC-566 - Furnish and Install of a Complete Microgrid Diesel Fuel and Transfer System awarded to James Woerner Inc., 130 Allen Blvd, Farmingdale, NY 11735, increasing the not to exceed amount of the contract to \$1,030,335.60. The cost of this service will be funded by GOSR.

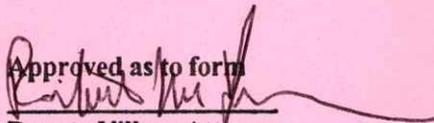


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

cc: Howard Colton, Village Attorney  
Kim Weltner, Purchasing Agent  
Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Daniel Layer, Comptroller

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on September 13, 2021, the Board approved a change order in the amount of \$19,927.00 to Bid #21-06-ELEC-566 the Furnish and Install a Complete Microgrid Diesel Fuel Storage and Transfer System awarded to James Woerner, Inc., 130 Allen Boulevard, Farmingdale, NY 11735, increasing the not to exceed amount of the contract to \$883,533; and

**Whereas**, the attached Change Order #2 is divided into two phases:

- The first phase of this would be to remove the old fuel tank, plumbing, foundations, oil water separator building, oil water separator, piping, and all remaining ancillary facilities associated with the old equipment; The site would then be properly graded; and additionally, Nassau County Dept. of Health and the NYSDEC require that the old system be removed within one year from being taken out of service; and
- The second phase of Change Order #2 is to replace the fuel tanker offload area; Currently, the off-load area is not large enough to contain a fuel spill from the larger tanker trucks that are on the road today; and additionally, the old code allowed for a blacktop containment, which is no longer allowed (EPA SPCC, 40 CFR 112.7(h)); and

**WHEREAS**, James Woerner, Inc.'s lump sum cost for this proposed work is \$146,802.60; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the change order #2 in the amount of \$146,802.60 to Bid #21-06-ELEC-566 the Furnish and Install a Complete Microgrid Diesel Fuel Storage and Transfer System, awarded to James Woerner, Inc., 130 Allen Boulevard, Farmingdale, NY 11735, increasing the not to exceed amount of the contract to \$1,030,335.60.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

6/29/2022

**Quote**

**James Woerner Inc.**

130 Allen Blvd  
Farmingdale, NY 11735

Date	Quote #
6/22/2022	2022-2151

Name / Address

Freeport Power Plant 1  
289 Buffalo Ave  
Freeport, NY 11520

Project Number:

Description	Qty	Total
<p>Off load pad</p> <p>Remove existing asphalt in off load area. Dispose of asphalt removed from pad area. Grade dirt under asphalt to required height for installation of new cement pad. Concrete pad to be installed with rollover curbs to maintain proper containment area. New concrete pad to be 8" thick with heavy WWM sheets. All concrete to 4000 PSI with waterproof additive Provide equipment and machinery to complete job. Labor</p> <p>Existing dike area</p> <p>Remove existing fuel tank and concrete base and dispose of it. Remove existing oil water separator building and dispose of it. Saw cut existing concrete dike wall to allow for a 12' opening. Grade existing dirt to make dike area level and allow for installation of RCA base Compact RCA base Provide equipment and machinery to complete job. Labor Price</p> <p>Work performed during normal hours. Quote based on our standard insurance policy. SUFFOLK COUNTY SALES TAX</p>		<p>146,802.60</p> <p>0.00</p>

Title for any items on this invoice remains the property of James Woerner Inc until payment in full is received.	Absolutely NO RETENTION to be held once our part of the job is completed. Signoff will not be supplied to customer until retainage is paid in full.	<b>Total</b>	\$146,802.60
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Phone:  
631-454-9330

Fax:  
631-293-0186

NOTE: A service charge at the rate of 1 1/2% (18% per annum) will be charged on all past due accounts. A minimum of 20% attorney's fees will be added to all accounts placed for collection.

**GOSR Community Reconstruction and  
Infrastructure and Local Government  
Programs Contract Amendment and Change  
Order  
Request for Approval – Part 1**

Contractor/A/E/Vendor: James Woerner Inc.		Contract Amendment/Change Order Number: 002	
		Project Name: Freeport Microgrid	
Subrecipient:			
Date of CA/CO Request:		Date Contract was Originally Executed:	
Change is: (Select one; the change cannot be multiple categories)			
<input checked="" type="checkbox"/> Construction Change Order			
<input type="checkbox"/> A/E Contract Amendment			
<input type="checkbox"/> Other Contract Change (other professional services)			
Description and reason for this Contract Amendment/Change Order: Removal of old fuel tank that was replaced under this project. The Nassau County DOH requires this tank and auxiliaries to be removed. The fuel truck offload area is currently constructed of blacktop and concrete that is cracked from its old age and vehicular traffic. (See attached pictures from pre-construction). The NYSDEC requires all new pad to be constructed of concrete and sealed.			
Description of any changes to Contract completion dates and milestones: Completion date is pushed two months from work authorization.			
Attachments: (List and attach documents supporting change and justifying cost and time) Village of Freeport Directive, See cost reasonableness review and backup documentation from the DOH and DEC.			
Change in Contract price <sup>3</sup> : \$146,802.60		Change in Contract times: None	
Original Contract price: 863,606.00		Original Contract times: (calendar days or dates) 365 days	
Contract value change from previous Contract Amendments/Change Orders Number 1 to 2 \$ 146,802.60		Contract schedule change from previous Contract Amendments/Change Orders Number 0 to 0 (calendar days or new contract completion date) N/A	

Contract price <i>prior</i> to this Contract Amendment/Change Order: \$ \$883,533.00	Contract times <i>prior</i> to this Contract Amendment/Change Order: (calendar days or date) 365 days
Contract price with all approved Contract Amendments/Change Orders (including this CA/CO): \$ 1,030,335.60	Contract times with all approved Contract Amendments/Change Orders (including this CA/CO): (calendar days or date) 365 days
<b>For Contract Amendments</b>	
ACCEPTED: (A/E/Vendor)	
By: Name, Title: Date:	
<b>For Change Orders</b>	
RECOMMENDED: (A/E)	ACCEPTED: (Contractor)
By: Name, Title: Date	By: Name, Title: Date
<b>For Contract Amendments and Change Orders</b>	
EXECUTED: (Subrecipient) By: Name, Title: Date:	

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities June 29, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 28, 2021:

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

**WHEREAS**, as part of the Village’s ongoing microgrid project, the Village is in need of a Complete Microgrid Diesel Fuel Storage and Transfer System, a critical part for the efficient functioning of the microgrid project; and

**WHEREAS**, at the opening on June 15, 2021, the Electric Department received four bid proposals in response to its advertisement for Bid #21-06-ELEC-566 the Furnish and Install a Complete Microgrid Diesel Fuel Storage and Transfer System;

**WHEREAS**, the bids ranged from a low of \$863,606.00 to a high of \$1,800,000.00; and

**WHEREAS**, James Woerner, Inc. is the lowest responsible and responsive bidder meeting all of the criteria specified in the bid specifications, at a cost of \$710,268.00 for the base bid and a cost of \$153,338.00 for Alternative #2 for a total of \$863,606.00; and

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

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award Bid #21-06-ELEC-566 the “Furnish and Install a Complete Microgrid Diesel Fuel Storage and Transfer System” to James Woerner, Inc., 130 Allen Boulevard, Farmingdale, NY 11735 for a cost of \$710,268.00 for the base bid and a cost of \$153,338.00 for Alternative #2 with a total of \$863,606.00.

The Clerk polled the Board as follows:

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

---

cc:

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities      September 14, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 13, 2021:

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

**WHEREAS**, on June 28, 2021, the Board approved Bid #21-06-ELEC-566 the Furnish and Install a Complete Microgrid Diesel Fuel Storage and Transfer System to James Woerner, Inc., 130 Allen Boulevard, Farmingdale, NY 11735 for a cost of \$710,268.00 for the base bid and a cost of \$153,338.00 for Alternative #2 with a total of \$863,606.00; and

**WHEREAS**, in a letter dated August 18, 2021, the Nassau County Department of Health advised the Village that the project must be of an explosion proof design; and

**WHEREAS**, the cost of the explosion proof upgrades will increase the cost of this project by \$19,927.00, increasing the not to exceed amount of the contract to \$883,533.00; and

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

**WHEREAS**, GOSR was contacted about the price increase and requested that the Village Board approve the change order prior to submitting to GOSR for final approval; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve a change order in the amount of \$19,927.00 to Bid #21-06-ELEC-566 the Furnish and Install a Complete Microgrid Diesel Fuel Storage and Transfer System, awarded to James Woerner, Inc., 130 Allen Boulevard, Farmingdale, NY 11735, increasing the not to exceed amount of the contract to \$883,533.00.

The Clerk polled the Board as follows:

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

---

cc:

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

---

To: Mayor Robert T. Kennedy

From: Nora E. Sudars, Grants Administrator

Date: June 24, 2022

RE: Environmental Protection Fund Grants Program for Parks, Preservation and Heritage

---

As you know, the Village of Freeport is submitting a grant application for the reconstruction of bulkhead at Cow Meadow Park. The total project cost is estimated at \$1,500,000. Under the program, grant awards are capped at \$500,000. A requirement of the application process is submission of SEQRA documentation.

Therefore, I am requesting the following resolution be adopted by the Board of Trustees:

**RESOLUTION OF THE BOARD OF TRUSTEES FOR THE INCORPORATED VILLAGE OF FREEPORT DETERMINING THAT THE RECONSTRUCTION OF THE BULKHEAD AT COW MEADOW PARK CONSTITUTES A TYPE II ACTION WITH NO FURTHER REVIEW REQUIRED FOR S.E.Q.R.A. PURPOSES**

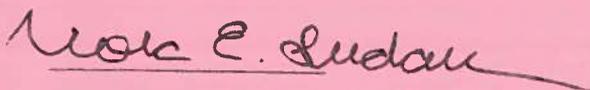
**WHEREAS**, The Village of Freeport is seeking \$500,000. for the reconstruction of bulkhead at Cow Meadow Park from the New York State Environmental Protection Fund Grants Program for Parks, Preservation and Heritage; and

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

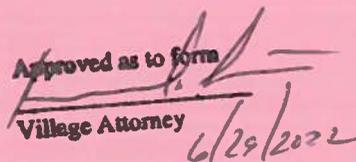
**WHEREAS**, the proposed action is the replacement and reconstruction of a facility, in kind, for the same function and size on the same site.

**NOW THEREFORE BE IT RESOLVED**, the Board of Trustees of the Incorporated Village of Freeport determines that the proposed action is a Type II action under CRR Title 6 Chapter VI Part 617.5 of the State Environmental Quality Review, and no further review is required.

Thank you.



Nora E. Sudars

  
Approved as to form  
Village Attorney  
6/29/2022

Cc: R. Fisenne, P.E.

The Following Resolution was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved its adoption:

**RESOLUTION OF THE BOARD OF TRUSTEES FOR THE INCORPORATED VILLAGE OF FREEPORT DETERMINING THAT THE RECONSTRUCTION OF THE BULKHEAD AT COW MEADOW PARK CONSTITUTES A TYPE II ACTION WITH NO FURTHER REVIEW REQUIRED FOR S.E.Q.R.A. PURPOSES**

**WHEREAS**, The Village of Freeport is seeking \$500,000 for the reconstruction of bulkhead at Cow Meadow Park from the New York State Environmental Protection Fund Grants Program for Parks, Preservation and Heritage; and

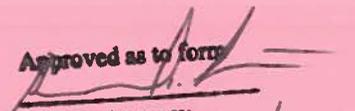
**WHEREAS**, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described above, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will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

**WHEREAS**, the proposed action is the replacement and reconstruction of a facility, in kind, for the same function and size on the same site.

**NOW THEREFORE BE IT RESOLVED**, the Board of Trustees of the Incorporated Village of Freeport determines that the proposed action is a Type II action under CRR Title 6 Chapter VI Part 617.5 of the State Environmental Quality Review, and no further review is required.

The Clerk polled the Board at follows:

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

Approved as to form  
  
Village Attorney  
6/24/2022

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

**To: Mayor Robert T. Kennedy**

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

**Date: June 23, 2022**

**RE: Police Clerical Service Agreement; Nakiya Jones**

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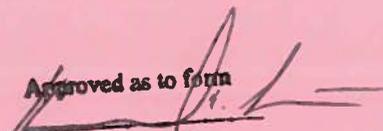
Request is respectfully made to enter into a professional services agreement with Nakiya Jones for administrative services relating to the police clerical department. Ms. Jones has previously worked for the department via a temp agency and the department has determined that her services are valuable enough to retain her through a service agreement.

The not to exceed cost of the agreement is \$31,000.00 payable at the rate of \$25.00 per hour, The cost will be charged to account A312004 / 545700 and there is sufficient funding to cover this cost. The term of the contract will run from 6/28/22 through 2/28/23.

The previous cost to the Village during the time Ms. Jones worked for the temp agency was \$33.66 per hour. If this meets with your approval, please place this on the next available Board agenda in executive session to approve this agreement.



Conor Kirwan

Approved as to form  
  
Village Attorney  
6/29/2022

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

**WHEREAS**, the Village of Freeport requires a professional for administrative services relating to the police clerical department; and

**WHEREAS**, the Village is requesting to enter into a professional services agreement with Nakiya Jones, 1016 Highland Street, Baldwin, NY 11510, effective retroactive to June 28, 2022 through February 28, 2023; and

**WHEREAS**, Jones, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport in its police department from time to time, in particular the performance of administrative duties in police clerical; and

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

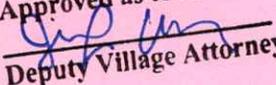
**WHEREAS**, the services will be billed at the hourly rate of \$25.00 per hour, capped at a not to exceed cost of \$31,000; and

**WHEREAS**, the cost of this contract will be charged to A312004 545700 and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a personal services agreement with Nakiya Jones, 1016 Highland Street, Baldwin, NY 11510, effective retroactive to June 28, 2022 through February 28, 2023 at the hourly rate of \$25.00 per hour, capped at a not to exceed cost of \$31,000.

The Clerk polled the Board at follows:

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

Approved as to form  
  
Deputy Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Nakiya Jones**

**June 28, 2022 through February 28, 2023**

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

## **PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 Nakiya Jones, located at 1016 Highland Street, Baldwin, NY 11510 (hereinafter referred to as "Jones"):

### **WITNESSETH:**

WHEREAS, Jones, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport in its police department from time to time, in particular the performance of administrative duties in police clerical , and,

WHEREAS, Jones, 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 Jones as an independent contractor, and Jones 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 June 28, 2022 and shall terminate on February 28, 2023. IVF reserves the right to terminate this agreement upon five (5) days written notice to Jones.

**3. Compensation.**

For all services rendered by Jones under this Agreement, the IVF shall pay a fee not to exceed \$23,000 for the length of this contract. All services to IVF shall be billed on a monthly at a rate of \$25.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Jones and submitted to the Police Department for processing.

**4. Duties**

Jones shall provide the following services to IVF:

Performs administrative services in connection with the Police clerical office.

**5. Extent of Services.**

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

**6. No Participation.**

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

**7. Death or Disability**

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

**8. Assignment.**

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

**9. Notices.**

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

INCORPORATED VILLAGE OF  
FREEPORT  
46 North Ocean Avenue  
Freeport, NY 11520  
Attn: Village Attorney

Nakiya Jones  
1016 Highland Street  
Baldwin, NY 11510

**10. Entire Agreement and Waiver.**

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement",

whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

**11. Amendments.**

No supplement, modifications or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

**12. Parties in Interest.**

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

**13. Severability.**

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

**14. Subject Headings.**

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

**15. Applicable Law.**

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of New York.

**16. Disclosure.**

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

**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**

\_\_\_\_\_  
**NAKIYA JONES**

**APPROVED AS TO FORM:**

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

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

**To: Mayor Robert T. Kennedy**

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

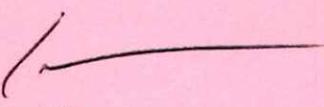
**Date: July 6, 2022**

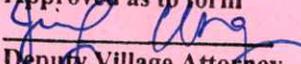
**RE: Personal Services Agreement; Joseph Madigan**

Request is respectfully made to enter into a personal services agreement with Joseph Madigan, 82 Norton Street, Freeport, NY 11520, for the provision of plan review services in the Building Department

The services will be billed at the hourly rate of \$50.00 per hour, capped at a not to exceed cost of \$25,000. The cost of this contract will be charged to A362004 545700. There is sufficient funding available to cover the cost of this agreement. The term of the contract will be June 22, 2022 to October 31, 2022. The cost is offset entirely by fees collected for permitting / plan review.

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

  
Conor Kirwan

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport is requesting to enter into a personal services agreement for the provision of plan review services in the Building Department; 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**, Joseph Madigan, 82 Norton Street, Freeport, NY 11520, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Building Department from time to time, in particular the coordination of a quality of life enforcement plan; and

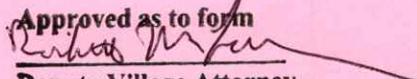
**WHEREAS**, these services will be billed at the hourly rate of \$50.00 per hour, capped at a not to exceed cost of \$25,000 effective retroactive to June 22, 2022 through October 31, 2022; and

**WHEREAS**, the cost of this contract will be charged to A362004 545700 and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a personal services agreement with Joseph Madigan, 82 Norton Street, Freeport, NY 11520, effective retroactive to effective retroactive to June 22, 2022 through October 31, 2022 at the hourly rate of \$50.00 per hour, capped at a not to exceed cost of \$25,000.

The Clerk polled the Board at follows:

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

**Approved as to form**  
  
**Deputy Village Attorney**

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Joseph Madigan**

**June 22, 2022 through October 31, 2022**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 Joseph Madigan with offices located at 82 Norton Street, Freeport, NY 11520 (hereinafter referred to as "Madigan"):

### WITNESSETH:

WHEREAS, Madigan, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Building Department from time to time, in particular the coordination of a quality of life enforcement plan, and,

WHEREAS, Madigan, 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 Madigan as an independent contractor, and Madigan 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 June 22, 2022 and shall terminate on October 31, 2022. IVF reserves the right to terminate this agreement upon five (5) days written notice to Madigan.

3. Compensation.

For all services rendered by Madigan under this Agreement, the IVF shall pay a fee not to exceed \$25,000.00 for the length of this contract. All services to IVF shall be billed on a monthly at a rate of \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Madigan and submitted to the Building Department for processing.

4. Duties

Madigan shall provide the following services to IVF:

Plan review services in the Building Department.

or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement", whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

11. Amendments.

No supplement, modifications or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

12. Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

13. Severability.

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

14. Subject Headings.

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

15. Applicable Law.

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of New York.

16. Disclosure.

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

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

INCORPORATED VILLAGE OF  
FREEPORT  
46 North Ocean Avenue  
Freeport, NY 11520  
Attn: Village Attorney

Joseph Madigan  
82 Norton Street  
Freeport, NY 11520

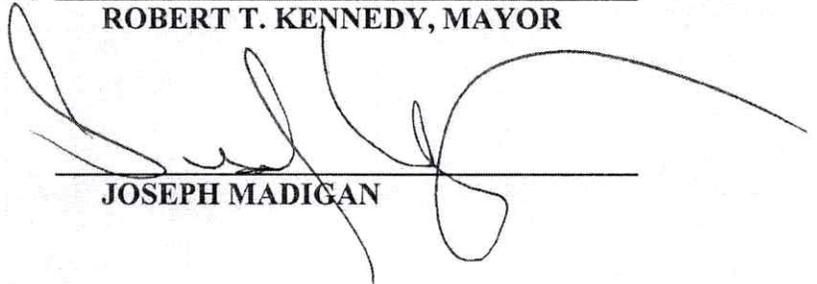
10. Entire Agreement and Waiver.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express

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**



\_\_\_\_\_

**JOSEPH MADIGAN**

APPROVED AS TO FORM:

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

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

**To: Mayor Robert T. Kennedy**

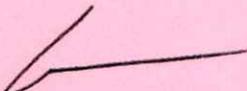
**From: Conor Kirwan- Executive Director of Human Resources**

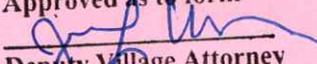
**Date: June 28, 2022**

**RE: Quality of Life Program / Personal Service Agreement: Douglas Mayers**

Request is respectfully made to increase the not to exceed amount of the above referenced contract for Douglas Mayers, 78 Woodside Ave Freeport, NY 11520, to \$5,600 (from \$4,000). There is sufficient funding available to cover the cost of this agreement. The contract had been effective from March 1, 2022 through May 31, 2022. The request to renew this agreement will be made under separate cover.

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

  
Conor Kirwan

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on March 14, 2022, the Board approved a personal services agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, retroactively effective from March 1, 2022 through May 31, 2022 at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$4,000; and

**WHEREAS**, the Village is requesting to increase the not to exceed amount of the above referenced contract for Douglas Mayers, 78 Woodside Ave Freeport, NY 11520, to \$5,600 (from \$4,000); and

**WHEREAS**, the services will be billed at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$5,600; and

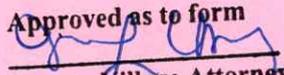
**WHEREAS**, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

**WHEREAS**, the cost of this contract will be charged to A362004 545700 and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a personal services agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, retroactively effective from March 1, 2022 through May 31, 2022 at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$5,600.

The Clerk polled the Board at follows:

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

Approved as to form  
  
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: Conor Kirwan, Executive Director of Human Resources March 16, 2022  
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 14, 2022:

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

**WHEREAS**, the Village of Freeport requires a consultant to help with interdepartmental coordination of a more robust quality of life enforcement program; and

**WHEREAS**, the Village is requesting a personal services agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, retroactively effective from March 1, 2022 through May 31, 2022; and

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

**WHEREAS**, the services will be billed at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$4,000; and

**WHEREAS**, the cost of this contract will be charged to A362004 545700 and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a personal services agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, retroactively effective from March 1, 2022 through May 31, 2022 at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$4,000.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**DOUGLAS MAYERS**

**March 3, 2021 through May 31, 2022**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 Douglas Mayers with offices located at 78 Woodside Ave, Freeport, NY 11520 (hereinafter referred to as "Mayers"):

### WITNESSETH:

WHEREAS, Mayers, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Building Department from time to time, in particular the coordination of a quality of life enforcement plan, and,

WHEREAS, Mayers, 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 Mayers as an independent contractor, and Mayers hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2022 and shall terminate on May 31, 2022. IVF reserves the right to terminate this agreement upon five (5) days written notice to Mayers.

3. Compensation.

For all services rendered by Mayers under this Agreement, the IVF shall pay a fee not to exceed \$4,000 for the length of this contract. All services to IVF shall be billed on a monthly at a rate of \$20.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Mayers and submitted to the Building Department for processing.

4. Duties

Mayers shall provide the following services to IVF:

Coordinate a quality of life enforced program, incorporating Public Works and Building Department assets to ensure village beautification and compliance.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

INCORPORATED VILLAGE OF  
FREEPORT  
46 North Ocean Avenue  
Freeport, NY 11520  
Attn: Village Attorney

Douglas Mayers  
78 Woodside Ave  
Freeport, NY 11520

10. Entire Agreement and Waiver.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the

terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement", whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

11. Amendments.

No supplement, modifications or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

12. Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

13. Severability.

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

14. Subject Headings.

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

15. Applicable Law.

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of New York.

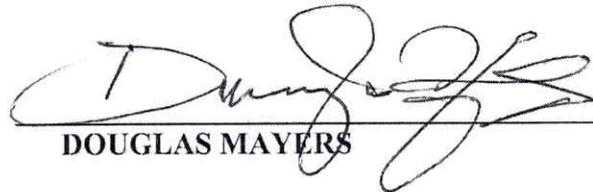
16. Disclosure.

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

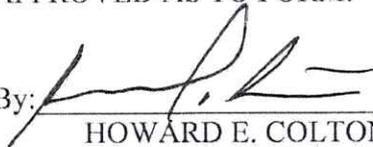
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**Incorporated Village of Freeport**

By:  3/29/22  
ROBERT T. KENNEDY, MAYOR

  
DOUGLAS MAYERS

APPROVED AS TO FORM:

By:   
HOWARD E. COLTON  
Village Attorney 3/25/2022

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

**To: Mayor Robert T. Kennedy**

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

**Date: June 28, 2022**

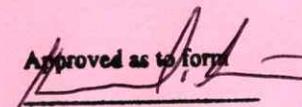
**RE: Quality of Life Program / Personal Service Agreement**

Attached please find a personal service agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, effective retroactive to June 1, 2022 through February 28, 2023. The agreement provides for consulting services, performed in relation to the interdepartmental coordination of a more robust quality of life enforcement program.

The services will be billed at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$12,000. The cost of this contract will be charged to A362004 545700. There is sufficient funding available to cover the cost of this agreement.

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

  
Conor Kirwan

  
Approved as to form  
Village Attorney  
6/30/2022

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

**WHEREAS**, the Village of Freeport requires a consultant to help with interdepartmental coordination of a more robust quality of life enforcement program; and

**WHEREAS**, on March 14, 2022, the Board approved a personal services agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, retroactively effective from March 1, 2022 through May 31, 2022 at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$4,000; and

**WHEREAS**, the Village is requesting to renew a personal services agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, effective retroactive to June 1, 2022 through February 28, 2023 at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$12,000; and

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

**WHEREAS**, the cost of this contract will be charged to A362004 545700 and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a personal services agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, effective retroactive to June 1, 2022 through February 28, 2023 at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$12,000.

The Clerk polled the Board at follows:

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

Approved as to form

Village Attorney

6/30/2022

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

**DIRECTIVE**

TO: Conor Kirwan, Executive Director of Human Resources March 16, 2022  
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 14, 2022:

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

**WHEREAS**, the Village of Freeport requires a consultant to help with interdepartmental coordination of a more robust quality of life enforcement program; and

**WHEREAS**, the Village is requesting a personal services agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, retroactively effective from March 1, 2022 through May 31, 2022; and

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

**WHEREAS**, the services will be billed at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$4,000; and

**WHEREAS**, the cost of this contract will be charged to A362004 545700 and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a personal services agreement with Douglas Mayers, 78 Woodside Ave, Freeport, NY 11520, retroactively effective from March 1, 2022 through May 31, 2022 at the hourly rate of \$20.00 per hour, capped at a not to exceed cost of \$4,000.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**DOUGLAS MAYERS**

**June 1, 2022 through February 28, 2023**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 Douglas Mayers with offices located at 78 Woodside Ave, Freeport, NY 11520 (hereinafter referred to as "Mayers"):

### WITNESSETH:

WHEREAS, Mayers, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Building Department from time to time, in particular the coordination of a quality of life enforcement plan, and,

WHEREAS, Mayers, 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 Mayers as an independent contractor, and Mayers 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 June 1, 2022 and shall terminate on February 28, 2023. IVF reserves the right to terminate this agreement upon five (5) days written notice to Mayers.

#### 3. Compensation.

For all services rendered by Mayers under this Agreement, the IVF shall pay a fee not to exceed \$12,000.00 for the length of this contract. All services to IVF shall be billed on a monthly at a rate of \$20.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Mayers and submitted to the Building Department for processing.

#### 4. Duties

Mayers shall provide the following services to IVF:

Coordinate a quality of life enforced program, incorporating Public Works and Building Department assets to ensure village beautification and compliance.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

INCORPORATED VILLAGE OF  
FREEPORT  
46 North Ocean Avenue  
Freeport, NY 11520  
Attn: Village Attorney

Douglas Mayers  
78 Woodside Ave  
Freeport, NY 11520

10. Entire Agreement and Waiver.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the

terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement", whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

#### 11. Amendments.

No supplement, modifications or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

#### 12. Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

#### 13. Severability.

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

#### 14. Subject Headings.

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

#### 15. Applicable Law.

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of New York.

#### 16. Disclosure.

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

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**

\_\_\_\_\_  
**DOUGLAS MAYERS**

APPROVED AS TO FORM:

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

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

---

To: Mayor Robert T. Kennedy

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

Date: June 27, 2022

---

**RE: Parking Restrictions on Broadway**

We have received a request to install 30 minute parking restrictions along a stretch of Broadway. We have reviewed this request and find the restrictions to be warranted:

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

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

**ADD**

Broadway, south side, beginning at a point 150 feet west of the westerly curbline of Mount Avenue and continuing for a distance of 100 feet in a westerly direction.

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

Approved as to form  
  
\_\_\_\_\_  
Village Attorney  
6/29/2022

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

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

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

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

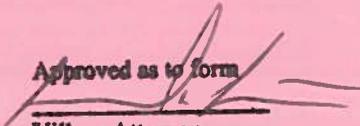
**ADD:** Broadway, south side, beginning at a point 150 feet west of the westerly curbline of Mount Avenue and continuing for a distance of 100 feet in a westerly direction.

The Clerk polled the Board as follows:

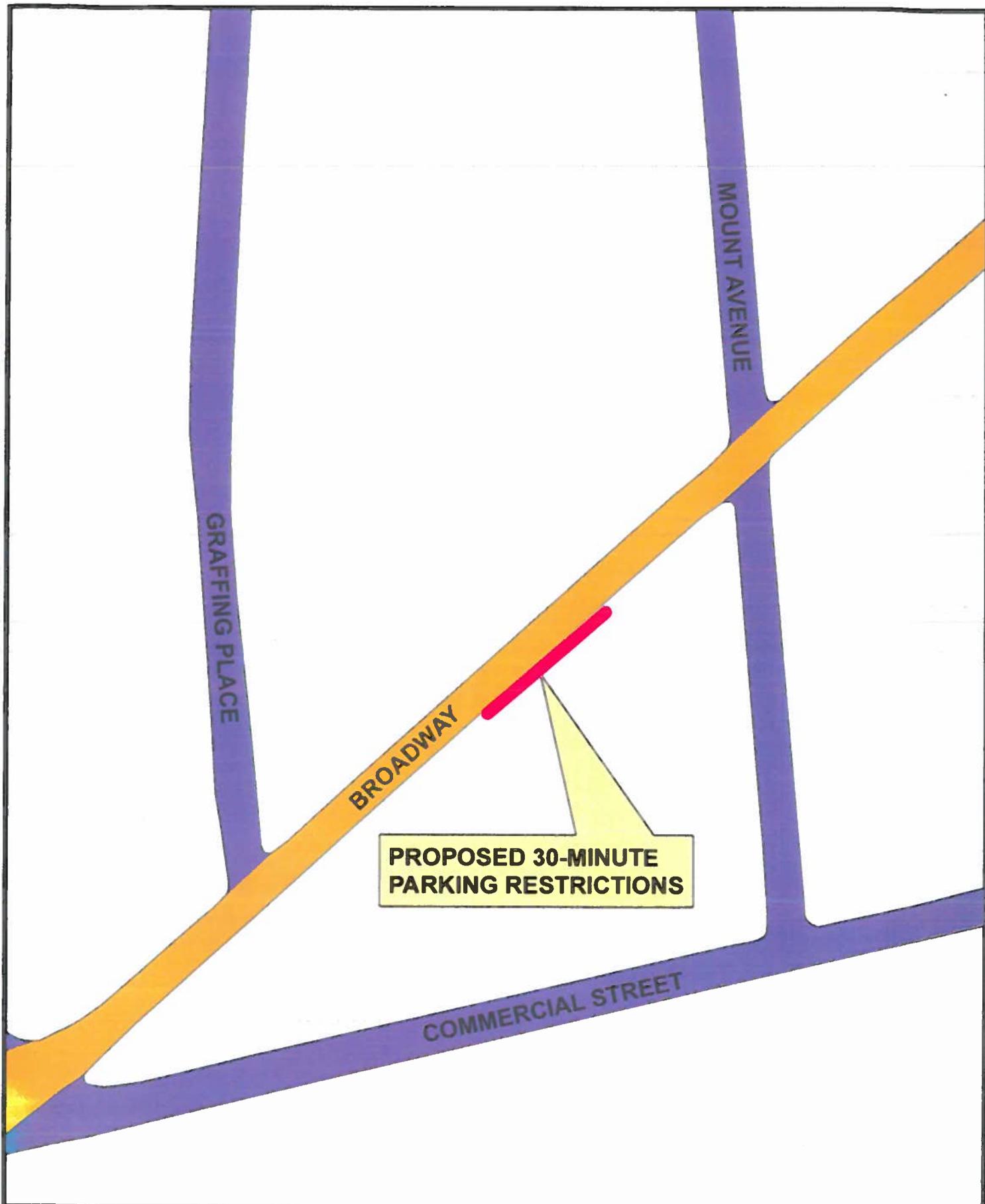
Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

This resolution was declared duly adopted on the 11<sup>th</sup> day of July 2022.

Approved as to form

  
Village Attorney

6/29/2022



**PROPOSED 30-MINUTE  
PARKING RESTRICTIONS**



**PROPOSED PARKING RESTRICTIONS  
ON BROADWAY**



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

---

To: Mayor Robert T. Kennedy

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

Date: June 28, 2022

---

**RE: Proposed Loading Zone on N. Long Beach Avenue**

The Department of Public Works has received a request for a loading zone on N. Long Beach Avenue at the intersection of W. Sunrise Highway. We have reviewed this request and find this restriction is warranted.

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

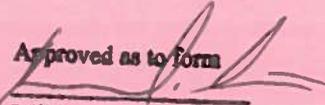
**Sec. 53 Loading zones.**

It shall be unlawful for any person to park an automobile or other vehicle in any space designated and marked as a loading zone or loading area in the following streets at any time or at the times otherwise indicated, except that a vehicle from which goods are being discharged or into which goods are being loaded may occupy such a space for a reasonable time. If said loading areas are located in a parking meter zone, said meters shall be effective:

**ADD:**

Long Beach Avenue, North, east side, beginning at the northerly curblineline of W. Sunrise Highway for a distance of 82 feet in a northerly direction.

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

Approved as to form  
  
\_\_\_\_\_  
Village Attorney  
6/29/2022

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

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

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

**Sec. 53 Loading zones.**

It shall be unlawful for any person to park an automobile or other vehicle in any space designated and marked as a loading zone or loading area in the following streets at any time or at the times otherwise indicated, except that a vehicle from which goods are being discharged or into which goods are being loaded may occupy such a space for a reasonable time. If said loading areas are located in a parking meter zone, said meters shall be effective:

**ADD:**

Long Beach Avenue, North, east side, beginning at the northerly curblineline of W. Sunrise Highway for a distance of 82 feet in a northerly direction.

The Clerk polled the Board as follows:

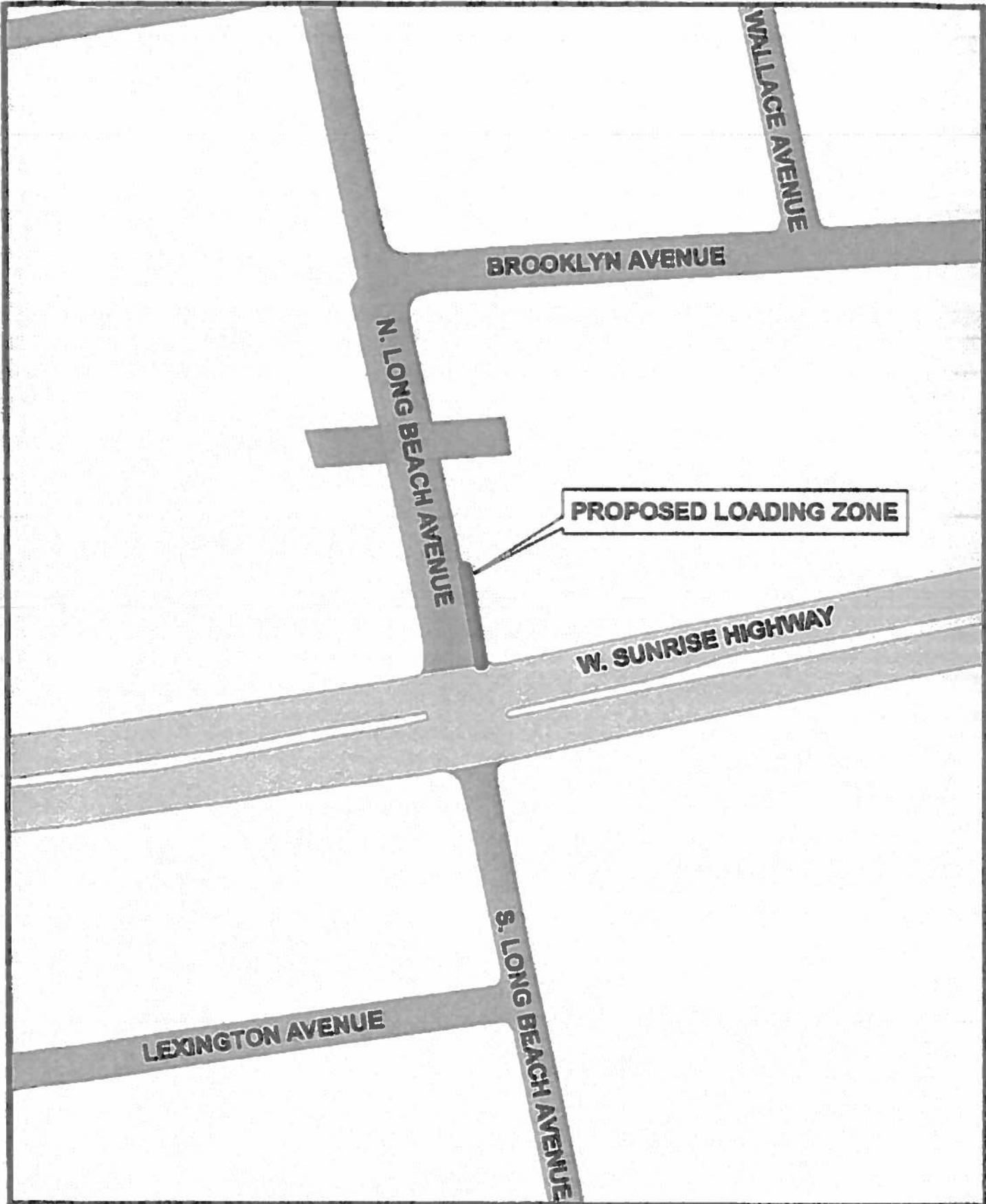
Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

This resolution was declared duly adopted on the 11<sup>th</sup> day of July 2022.

  
Approved as to form

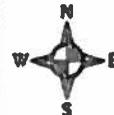
Village Attorney

6/29/2022



0 25 50 100 150 200 Feet

**PROPOSED LOADING ZONE  
ON N. LONG BEACH AVENUE**



# VILLAGE OF FREEPORT INTER-OFFICE CORRESPONDENCE

**To:** Mayor Robert T. Kennedy  
**From:** Pamela Walsh Boening, Village Clerk  
**Date:** July 5, 2022  
**Re:** Miscellaneous Sidewalk Resolution  
**Location:** Varies Locations

---

**Contractor:** Armond Cement Contracting. **\$6,980.50**

**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 686-2020

**Owner:** Christopher & K Lucas  
59 Ann Drive S  
Freeport, New York 11520  
Sec 62, Blk 203, Lot 39

**Location:** 59 Ann Drive S  
**Contractor:** Armond Cement Contracting.  
**Charges:** \$131.44

\*\*\*\*\*

Sidewalk Survey# MSW 685-2020

**Owner:** Charline E. Chasse  
72 Ann Drive S  
Freeport, New York 11520  
Sec 62, Blk 206, Lot 25

**Location:** 72 Ann Drive S  
**Contractor:** Armond Cement Contracting  
**Charges:** \$169.60

\*\*\*\*\*

Sidewalk Survey# MSW 684-2020

**Owner:** Lewis & Joanne Cagen  
75 Ann Drive S  
Freeport, New York 11520  
Sec. 62, Blk 203 Lot 47

**Location:** 75 Ann Drive S  
**Contractor:** Armond Cement Contracting  
**Charges:** \$173.60

\*\*\*\*\*

Sidewalk Survey# MSW 219-2020

**Owner:** Jayro & Rodis Garcia  
100 N. Bergen Place  
Freeport, New York 11520  
Sec. 55, Blk 267, Lot 6

**Location:** 100 N. Bergen Place  
**Contractor:** Armond Cement Contracting  
**Charges:** \$508.80

\*\*\*\*\*

Sidewalk Survey# MSW 79-2021

**Owner:** Iris Rivera  
2 Laurel Road  
Freeport, New York 11520  
Sec. 62, Blk 059, Lot 93

**Location:** 2 Laurel Road  
**Contractor:** Armond Cement Contracting  
**Charges:** \$833.98

\*\*\*\*\*

Sidewalk Survey# MSW 71-2021

**Owner:**        **Wu Dan Xin**  
                  9 West 1<sup>st</sup> Street  
                  Freeport, New York 11520  
                  Sec. 62, Blk 061, Lot 225

**Location:**    **9 West 1<sup>st</sup> Street**  
**Contractor:**  Armond Cement Contracting  
**Charges:**     \$1,283.12

\*\*\*\*\*

Sidewalk Survey# MSW 473-2020

**Owner:**        **Santiago Gomez**  
                  87 Connecticut Ave  
                  Freeport, New York 11520  
                  Sec. 54, Blk 054, Lot 188

**Location:**    **87 Connecticut Ave**  
**Contractor:**  Armond Cement Contracting  
**Charges:**     \$853.68

\*\*\*\*\*

Sidewalk Survey# MSW 687-2020

**Owner:**        **Aretha Matthews**  
                  8 Laurette Lane  
                  Freeport, New York 11520  
                  Sec. 62, Blk 205, Lot 6

**Location:**    **8 Laurette Lane**  
**Contractor:**  Armond Cement Contracting  
**Charges:**     \$135.44

\*\*\*\*\*

Sidewalk Survey# MSW 255-2021

**Owner:**        **30 N. Long Beach LLC**  
                  249 W. Merrick Road  
                  Freeport, NY 11520  
                  Sec.55, Blk 272, Lot 14

**Location:**    **30 N. Long Beach Ave**  
**Contractor:**  Armond Cement Contracting  
**Charges:**     \$1,085.00

\*\*\*\*\*

Sidewalk Survey# MSW 59-2020

**Owner:** 22 Pearsall Ave  
301-A Central Ave  
Lawrence, New York 11599  
Sec. 54, Blk 068, Lot 15

**Location:** 22 Pearsall Ave  
**Contractor:** Armond Cement Contracting  
**Charges:** \$979.04

\*\*\*\*\*

Sidewalk Survey# MSW 73-2022

**Owner:** Nicole Marie Johnson  
50 Willowbrook Ave  
Freeport, New York 11520  
Sec. 36, Blk 536, Lot 1

**Location:** 50 Willowbrook Ave  
**Contractor:** Armond Cement Contracting  
**Charges:** \$826.80

*Pamela Walsh Boening*  
Pamela Walsh Boening, Village Clerk  
/ds  
cc: Ismaela Hernandez, Treasurer  
Daniel Layer, Comptroller

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

1808 Alice Street  
Merrick, NY 11566  
(516) 546-3351  
(516) 242-0244 cell  
FAX (516) 546-3901

esposito@armondcement.com  
[www.armondcement.com](http://www.armondcement.com)

**INVOICE**

June 27, 2022

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

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 59 Ann Drive S

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 12.4 SF X \$10.60 = \$131.44

6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$131.44 ✓

RECEIVED  
Inc Village of Freeport

JUN 29 2022

AUDITING DEPARTMENT

ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company  
doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 17, 2022

RE: **Hazardous Sidewalk – 59 Ann Drive S**

---

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

**59 Ann Drive S**

Work Completed  Work not completed  Unsatisfactory

Was inspected and found to be satisfactorily completed  Yes

Was inspected and found to be unsatisfactory

Comments \_\_\_\_\_

Signature *RS*

Date June 25, 2022



**INCORPORATED VILLAGE OF FREEPORT**  
**MUNICIPAL BUILDING**  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300  
(516) 771-4127 Fax

ROBERT T. KENNEDY  
MAYOR

PAMELA WALSH BOENING  
VILLAGE CLERK

July 28, 2021

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

LOCATION:           **59 Ann Dr. S**

**REQUIRED: REMOVE AND REPLACE**

- **4" Sidewalk = 12.4 sq. ft.**
- **6" Sidewalk =**
- **Curbing =**
- **Sawcutting: =**

SURVEY NO.:       **M/S/W# 686-2020**  
                          **62-203-39**

OWNER (S)   Christopher & K Lucas  
                  59 Ann Dr. S  
                  Freeport, New York 11520

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. **The contractor shall complete said Work Order within ten (10) days.** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

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

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

**INVOICE**

June 27, 2022

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



**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 72 Ann Drive S

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 16 SF X \$10.60 = \$169.60

6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$169.60 ✓

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company  
doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 17, 2022

RE: **Hazardous Sidewalk – 72 Ann Drive S**

---

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

**72 Ann Drive S**

Work Completed  Work not completed  Unsatisfactory

Was inspected and found to be satisfactorily completed Yes.

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

Comments \_\_\_\_\_

Signature 

Date June 25, 2022



**INCORPORATED VILLAGE OF FREEPORT**  
**MUNICIPAL BUILDING**  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300  
(516) 771-4127 Fax

ROBERT T. KENNEDY  
MAYOR

PAMELA WALSH BOENING  
VILLAGE CLERK

May 3, 2021

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

LOCATION:           **72 Ann Drive South**

**REQUIRED: REMOVE AND REPLACE**

- **4" Sidewalk = 16 sq. ft.**
- **6" Sidewalk =**
- **Curbing =**
- **Sawcutting: =**

SURVEY NO.:       **M/S/W# 685-2020**  
                          **62-206-25**

OWNER (S) Charline E. Chasse  
72 Ann Drive S  
Freeport, New York 11520

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. **The contractor shall complete said Work Order within ten (10) days.** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

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

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

**INVOICE**



June 27, 2022

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

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 75 Ann Drive S

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 16 SF X \$10.60 = \$169.60

6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

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

TOTAL = \$173.60

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company  
doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 17, 2022

RE: **Hazardous Sidewalk – 75 Ann Drive S**

---

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

**75 Ann Drive S**

Work Completed  Work not completed  Unsatisfactory

Was inspected and found to be satisfactorily completed Yes.

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

Comments \_\_\_\_\_

Signature *RMS*

Date June 25, 2022



**INCORPORATED VILLAGE OF FREEPORT**  
**MUNICIPAL BUILDING**  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300  
(516) 771-4127 Fax

ROBERT T. KENNEDY  
MAYOR

PAMELA WALSH BOENING  
VILLAGE CLERK

July 28, 2021

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

LOCATION:           75 Ann Dr. S

**REQUIRED: REMOVE AND REPLACE**

- 4" Sidewalk = 16 sq. ft.
- 6" Sidewalk =
- Curbing =
- Sawcutting: = 4 l.f.

SURVEY NO.:       M/S/W# 684-2020  
62-203-47

OWNER (S) Lewis & Joanne Cagen  
75 Ann Dr. S  
Freeport, New York 11520

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. **The contractor shall complete said Work Order within ten (10) days.** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

*Armond Cement Contracting Co., Inc.*

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

INVOICE



December 27, 2021

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

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 100 N Bergen Place

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 48 SF = \$508.80

6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$508.80 ✓

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doing business on Long Island since 1957. For additional information, please visit our website at:  
www.armondcement.com

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: January 4, 2022

RE: Hazardous Sidewalk – 100 N. Bergen Pl

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

**1. 100 N. Bergen Pl**

Work Completed X Work not completed \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Was inspected and found to be satisfactorily completed X.

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

Comments \_\_\_\_\_

Signature Robert McCormick

Date 1/05/22



**INCORPORATED VILLAGE OF FREEPORT  
MUNICIPAL BUILDING  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300  
(516) 771-4127 Fax**

**ROBERT T. KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

November 30, 2020

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

**LOCATION: 100 N. Bergen Place**

**REQUIRED: REMOVE AND REPLACE**

- **4" Sidewalk = 48 sq. ft.**
- **6" Sidewalk =**
- **Curbing =**
- **Sawcutting: =**

**SURVEY NO.: M/S/W# 219-2020  
55-267-6**

**OWNER (S) Jayro & Rodis Garcia  
100 N. Bergen Place  
Freeport, New York 11520**

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. **The contractor shall complete said Work Order within ten (10) days.** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

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

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

**INVOICE**

June 27, 2022

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



**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 2 Laurel Road

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 78.3 SF X \$10.60 = \$829.98

6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

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

TOTAL = \$833.98

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doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 17, 2022

RE: **Hazardous Sidewalk – 2 Laurel Rd**

---

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

**2 Laurel Road**

Work Completed  Work not completed  Unsatisfactory

Was inspected and found to be satisfactorily completed Yes.

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

Comments \_\_\_\_\_

Signature 

Date June 25, 2022



**INCORPORATED VILLAGE OF FREEPORT**

**MUNICIPAL BUILDING**

**46 NORTH OCEAN AVENUE**

**FREEPORT, NEW YORK 11520**

**(516) 377-2300**

**(516) 771-4127 Fax**

**ROBERT T. KENNEDY**  
**MAYOR**

**PAMELA WALSH BOENING**  
**VILLAGE CLERK**

July 28, 2021

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

**LOCATION:            2 Laurel Road**

**REQUIRED: REMOVE AND REPLACE**

- **4" Sidewalk =        78.3 sq. ft.**
- **6" Sidewalk =**
- **Curbing =**
- **Sawcutting: =        4 l.f.**

**SURVEY NO.:        M/S/W# 79-2021**  
**62-059-93**

**OWNER (S) Iris Rivera**  
**2 Laurel Road**  
**Freeport, New York 11520**

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. **The contractor shall complete said Work Order within ten (10) days.** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

**Armound Cement Contracting Co., Inc.**

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

**INVOICE**



June 27, 2022

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

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 9 W 1st Street

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF = 149.2 SF X \$8.60 = \$1,283.12

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

6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

**TOTAL = \$1,283.12**

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doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 17, 2022

RE: **Hazardous Sidewalk – 9 West 1<sup>st</sup> St**

---

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

9 West 1<sup>st</sup> St

Work Completed  Work not completed  Unsatisfactory

Was inspected and found to be satisfactorily completed Yes.

Was inspected and found to be unsatisfactory .

Comments \_\_\_\_\_

Signature 

Date June 25, 2022



**INCORPORATED VILLAGE OF FREEPORT  
MUNICIPAL BUILDING  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300  
(516) 771-4127 Fax**

**ROBERT T. KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

March 10, 2022

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

**\*\*\*\*\*URGENT REPAIR\*\*\*\*\***

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

**LOCATION: 9 W. 1<sup>th</sup> Street**

**REQUIRED: REMOVE AND REPLACE**

- **4" Sidewalk = 149.2 sq.ft.**
- **6" Sidewalk =**
- **Curbing =**
- **Sawcutting: =**

**SURVEY NO.: M/S/W# 71-2021  
62-061-225**

**OWNER (S) Wu Dan Xin  
9 W. 1<sup>th</sup> Street  
Freeport, New York 11520**

**\*\*\*Please Note: A separate "Work Order" must be issued for each location. The contractor shall complete said Work Order within ten (10) days. Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\***

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

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

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

**INVOICE**

**RECEIVED**  
Inc Village of Freeport

**JUN 29 2022**

**AUDITING DEPARTMENT**

June 27, 2022

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

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

**JOB LOCATION:** 87 Connecticut Avenue

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF = 98.8 SF X \$8.60 = \$849.68

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

6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

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

**TOTAL = \$853.68**

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doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 17, 2022

RE: **Hazardous Sidewalk – 87 Connecticut Ave**

---

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

**87 Connecticut Ave**

Work Completed  Work not completed \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Was inspected and found to be satisfactorily completed Yes.

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

Comments \_\_\_\_\_

Signature Robert McCormick

Date 6/25/22



**INCORPORATED VILLAGE OF FREEPORT**  
**MUNICIPAL BUILDING**  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300  
(516) 771-4127 Fax

ROBERT T. KENNEDY  
MAYOR

PAMELA WALSH BOENING  
VILLAGE CLERK

February 22, 2021

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

LOCATION:                **87 Connecticut Ave ( W. Seaman Side)**

**REQUIRED: REMOVE AND REPLACE**

- **4" Sidewalk = 98.8 sq. ft.**
- **6" Sidewalk =**
- **Curbing =**
- **Sawcutting: = 4 l.f.**

SURVEY NO.:            **M/S/W# 473-2020**  
                              **54-054-188**

OWNER (S) Santiago Gomez  
87 Connecticut Ave  
Freeport, New York 11520

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. **The contractor shall complete said Work Order within ten (10) days.** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

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

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

**INVOICE**

June 27, 2022

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



**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 8 Laurette Lane

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 12.4 SF X \$10.60 = \$131.44

6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

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

TOTAL = \$135.44 ✓

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doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 17, 2022

RE: **Hazardous Sidewalk – 8 Laurette Lane**

---

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

**8 Laurette Lane**

Work Completed  Work not completed  Unsatisfactory

Was inspected and found to be satisfactorily completed Yes.

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

Comments \_\_\_\_\_

Signature 

Date June 25, 2022



## INCORPORATED VILLAGE OF FREEPORT

MUNICIPAL BUILDING

46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520

(516) 377-2300

(516) 771-4127 Fax

ROBERT T. KENNEDY  
MAYOR

PAMELA WALSH BOENING  
VILLAGE CLERK

August 18, 2021

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

LOCATION:           **8 Laurette Lane**

**REQUIRED: REMOVE AND REPLACE**

- **4" Sidewalk = 12.4 sq. ft.**
- **6" Sidewalk =**
- **Curbing =**
- **Sawcutting: = 4 l.f.**

SURVEY NO.:       **M/S/W# 687-2020**  
                          **62-205-6**

OWNER (S)   Aretha Matthews  
                  8 Laurette Lane  
                  Freeport, New York 11520

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. **The contractor shall complete said Work Order within ten (10) days.** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

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

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

**INVOICE**

June 27, 2022

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



**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 30 N Long Beach Avenue

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF =	125 SF X \$8.60	=	\$1,075.00
4 in. sidewalk @ \$10.60/SF (less than 80 SF) =			
6 in. sidewalk @ \$10.10/SF =			
6 in. sidewalk @ \$9.60/SF (less than 30 SF) =			
Curbing @ \$26.00/LF =			
Sawcutting @ \$1.00/LF =	10 LF X \$1.00	=	\$10.00
	<b>TOTAL</b>	<b>=</b>	<b>\$1,085.00</b>

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doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 17, 2022

RE: Hazardous Sidewalk – 30 N. Long Beach Ave

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

**30 N. Long Beach Ave**

Work Completed   *✓*   Work not completed        Unsatisfactory       

Was inspected and found to be satisfactorily completed   *yes*  .

Was inspected and found to be unsatisfactory       .

Comments       

Signature   *Robert McCormick*  

Date   *6/25/22*



**INCORPORATED VILLAGE OF FREEPORT  
MUNICIPAL BUILDING  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300  
(516) 771-4127 Fax**

**ROBERT T. KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

12/29/2021

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

**URGENT**

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

**LOCATION: 30 N. Long Beach Ave**

**REQUIRED: REMOVE AND REPLACE**

- **4" Sidewalk = 125 sq. ft.**
- **6" Sidewalk =**
- **Curbing =**
- **Sawcutting: = 10 l.f.**

**SURVEY NO.: M/S/W# 255-2021  
55-272-14**

**OWNER (S) 30 North Long Beach LLC  
249 W. Merrick Road  
Freeport, New York 11520**

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. ***The contractor shall complete said Work Order within ten (10) days.*** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

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

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

**INVOICE**



June 27, 2022

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

**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 22 Pearsall Avenue

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 35.2 SF X \$10.60 = \$373.12 ✓

6 in. sidewalk @ \$10.10/SF = 59.2 SF X \$10.10 = \$597.92

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

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF = 8 LF X \$1.00 = \$8.00

TOTAL = \$979.04 ✓

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VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 17, 2022

RE: Hazardous Sidewalk – 22 Pearsall Ave

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

**22 Pearsall Ave**

Work Completed  Work not completed  Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

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

Comments \_\_\_\_\_

Signature Robert McCormick

Date 6/25/22



**INCORPORATED VILLAGE OF FREEPORT**  
**MUNICIPAL BUILDING**  
46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520  
(516) 377-2300  
(516) 771-4127 Fax

ROBERT T. KENNEDY  
MAYOR

PAMELA WALSH BOENING  
VILLAGE CLERK

November 2, 2020

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

LOCATION:           **22 Pearsall Ave**

**REQUIRED: REMOVE AND REPLACE**

- **4" Sidewalk = 35.2 sq.ft.**
- **6" Sidewalk = 59.2 sq. ft.**
- **Curbing =**
- **Sawcutting: = 8 l.f.**

SURVEY NO.:       **M/S/W# 59-2020**  
                          **54-068-15**

OWNER (S) 22 Pearsall Ave  
              301A Central Ave  
              Lawrence, New York 11599

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. **The contractor shall complete said Work Order within ten (10) days.** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

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

1808 Alice Street  
Merrick, NY 11566  
(516) 546-3351  
(516) 242-0244 cell  
FAX (516) 546-3901

esposito@armondcement.com

www.armondcement.com

**INVOICE**

June 27, 2022

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



**2020 ANNUAL CURB AND SIDEWALK CONTRACT**

JOB LOCATION: 50 Willowbrook Lane

**REMOVED AND REPLACED:**

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF  
(less than 80 SF) = 78 SF X \$10.60 = \$826.80

6 in. sidewalk @ \$10.10/SF =

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

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

**TOTAL = \$826.80**

*ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company  
doing business on Long Island since 1957. For additional information, please visit our website at:  
[www.armondcement.com](http://www.armondcement.com)*

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Robert McCormick, Department of Engineering

FROM: Donna Sullivan, Village Clerk Office

DATE: June 20, 2022

RE: Hazardous Sidewalk – 50 Willowbrook Ave

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

**50 Willowbrook Ave**

Work Completed X      Work not completed \_\_\_\_\_      Unsatisfactory \_\_\_\_\_

Was inspected and found to be satisfactorily completed yes.

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

Comments \_\_\_\_\_

Signature Robert McCormick

Date 6/25/22



**INCORPORATED VILLAGE OF FREEPORT**

**MUNICIPAL BUILDING**

**46 NORTH OCEAN AVENUE  
FREEPORT, NEW YORK 11520**

**(516) 377-2300**

**(516) 771-4127 Fax**

**ROBERT T. KENNEDY  
MAYOR**

**PAMELA WALSH BOENING  
VILLAGE CLERK**

May 27, 2022

Mr. John Esposito  
Armond Cement Contracting  
1808 Alice Street  
Merrick, New York 11566

Dear Mr. Esposito:

Please repair sidewalk as soon as possible as indicated.

LOCATION: 50 Willowbrook Lane

**REQUIRED: REMOVE AND REPLACE**

- 4" Sidewalk = 78 sq. ft.
- 6" Sidewalk =
- Curbing =
- Sawcutting: =

SURVEY NO.: M/S/W# 73-2022  
36-536-1

OWNER (S) Nicole Marie Johnson  
50 Willowbrook Lane  
Freeport, New York 11520

**\*\*\*Please Note:** A separate "Work Order" must be issued for each location. **The contractor shall complete said Work Order within ten (10) days.** Failure to complete any given work order will be cause for the implementation of the LIQUIDATED DAMAGES clause of the contract\*\*\*

Sincerely,  
*Pamela Walsh Boening*  
Village Clerk  
/ds

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**July 11, 2022**

**NO PUBLIC COMMENT**