

AGENDA BOARD OF TRUSTEES' MEETING August 22, 2022

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from August 8, 2022.
- b) Request approval of the Board of Trustees' special meeting minutes from August 11, 2022.
- c) Notification of the appointment of Anthony Dalessio as Village Comptroller to fill the unexpired term of Daniel Layer, said term to expire April 3, 2023.
- d) Request approval to hang one banner promoting the "Freeport Labor Day Weekend Market" between Guy Lombardo Avenue, south of Front Street, from August 23, 2022 through September 5, 2022; and that the Freeport Electric Department assist in hanging and removing the banner.
- e) Request approval of a block party permit application submitted by Elizabeth McDermott, to hold a block party on September 18, 2022 (rain date: October 3, 2022), from 2:00 P.M. to 8:00 P.M., on W. 3rd Street, from S. Main Street to the cul de sac.
- f) Request retroactive approval of a public assembly permit application, submitted by Long Island Arts Council, to hold a public assembly on August 6, 2022, from 2:00 P.M. to 4:00 P.M., at Waterfront Park.
- g) Request to enter into a hold harmless agreement with the Town of Hempstead for use of the Town of Hempstead Marina on Guy Lombardo Avenue as the staging area for the September 4, 2022 fireworks display.
- h) Request approval to change the dates of the previously approved Moving of a Building Permit Application submitted by Ben's General Contracting, to move a structure to 226 Sportsmans Avenue on August 25, 2022 (alternate date: August 29, 2022) from 7:00 A.M to 4:00 P.M., with a portion of the Recreation Center Parking Lot used as a staging area, with payment to the Village in the amount of \$960 per day; pending the submission of the proper bond and fees.

2. BUILDING DEPARTMENT – Sergio Mauras

- a) Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the 2022/2023 fiscal year operating budget:

FROM:	A362001 510100	Regular Salaries	\$115,000
TO:	A362004 545700	Non-Employee Salaries	\$115,000

3. ELECTRIC DEPARTMENT – Al Livingston Jr.

- a) Request to advertise a notice to bidders for Bid # 22-10-ELEC-617 “Furnishing of Single Conductor #4/0-500 KCMIL 15 KV Cold Shrink Outdoor Cable Termination Kits” in the Freeport Herald on August 25, 2022, with a return date of October 11, 2022.
- b) Request to advertise a notice to bidders for Bid #22-10-ELEC-618 “Furnishing of Single Conductor #4/0 – 500 KCMIL 15 KV Cold Shrink Splice Kits” in the Freeport Herald on August 25, 2022, with a return date of October 11, 2022.
- c) Request to advertise a notice to bidders for Bid #22-11-ELEC-619 for “Furnishing of Station Service Transformer Replacements” in the Freeport Herald on August 25, 2022, with a return date of November 1, 2022.
- d) Request approval of the change order for Architectural/Engineering Design, Bidding and Construction Administration and Inspection Services for Redundant Energy Supply at Power Plant #1 \$141,768 to \$143,025, with \$1,257 funded by the Electric Department, and \$141,768 funded by GOSR.

4. FIRE DEPARTMENT – Raymond F. Maguire

- a) Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the 2022/2023 fiscal year operating budget:

FROM:	A348901 510100	EMO/Regular Salaries	\$8,000
TO:	A341104 542800	Fire/Service Contract Repairs	\$8,000

- b) Request retroactive approval of the supplement agreement with DR Data, 196 Jamie Drive, Wakefield, New Hampshire 03872, in the amount of \$8,000, from March 1, 2022 through February 28, 2023.
- c) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Robert Peters, Truck Co.
- d) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Rhika Cadet, Truck Co.
- e) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Makendy Maxine, Emergency Co.

5. POLICE DEPARTMENT – Michael J. Smith

- a) Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the 2022/2023 fiscal year operating budget:

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

FROM:	A312001 510350	Part time Salaries	\$50,000
TO:	A312004 545700	Non-Employee Salaries	\$50,000

6. PUBLIC WORKS – Robert R. Fisenne

- a) Request to award the “Hillside Avenue, Frederick Avenue and Lessing Place Road Improvement Project” to American Paving Inc., 8 Forest Avenue, Glen Cove New York 1154, the lowest responsible bidder meeting bid specifications, in the amount of \$904,910.
- b) Request that all bids received for “Cow Meadow Park Fence Replacement” be rejected.
- c) Request to advertise a notice to bidders for “Cow Meadow Park Fence Replacement Re-bid” in the Freeport Herald on August 25, 2022, with a return date of September 13, 2022.
- d) Request to advertise a notice to bidders for “Purchase of Vacuum Compressor Assembly” in the Freeport Herald on August 25, 2022, with a return date of September 13, 2022.

PUBLIC COMMENT

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

7:15 P.M. PUBLIC HEARING

1. To consider the Cablevision Franchise Agreement.

**INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
VILLAGE MAYOR'S OFFICE**

To: Board of Trustees

From: Mayor Robert Kennedy

Date: August 15, 2022

Re: Notification of Appointment – Anthony Dalessio

This memo will serve to notify all concerned of the appointment of Anthony Dalessio, as the Village Comptroller, to fill the unexpired term of Daniel Layer; said term to expire April 3, 2023.

Thank you,



_____/pl
Robert T. Kennedy
Mayor

pl

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: August 17, 2022

RE: Banner Request

Applicant:	Theocharis Kritiskos
Dates:	August 23 through September 5, 2022
Locations:	Guy Lombardo Avenue, south of Front Street

Attached please find an application from Theocharis Kritiskos requesting permission to hang one banner promoting the "Freeport Labor Day Weekend Market", from August 23, 2022 through September 5, 2022 on Guy Lombardo Avenue, south of Front Street.

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

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



Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk
Attachments



RECEIVED
2022 AUG - 8 P 4: 33
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

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

RETURN TO VILLAGE CLERKS OFFICE

APPROVED
Electric Dept Approval for location & duration: <u>8/8/2022</u>
BOT Approval Date: _____

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

1. Applicant Name: Theocharis Kritikos
2. Address: 97 East 2nd St Freeport 11520
3. Phone Number: 516 643-4008
4. Name of Event: Freeport LABOR DAY WEEKEND MARKET
5. Location of Banner(s): GUY LOMBARDO AVE South of Front st
6. Begin Date: September 1st Removal Date: September 5
August 23

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

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

Theocharis Kritikos
Applicant signature

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

TODAY'S DATE: 8/08/22
CONTROL BATCH # 74021 DATE 08/09/2022
BATCH # 27309 TIME 16:29
RECEIPT # 323231 TELLER # 273
CHECK # OFFICE # 1

THEOCHARIS KRITIKOS
MISC ELECTRIC

Pat	95.00
Payment Received:	
CASH	95.00
Total Received	95.00
Less Payments	95.00
Cash Back	.00

THANK YOU FOR YOUR PAYMENT

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

TO: Pamela Walsh Boening, Village Clerk

FROM: Gary Greene, Superintendent of Electric Distribution

DATE: August 8, 2022

RE: Banner Request
Applicant: Theocharis Kritiskos
Dates: August 23, 2022 through September 5, 2022
Locations: Guy Lombardo Avenue, south of Front st.

In regards to the hanging of a Banner Application submitted by Theocharis Kritiskos, requesting permission to hang a banner promoting "Freeport Labor Day Market", from August 23, 2022 through September 5, 2022 on Guy Lombardo Avenue, south of Front street. The Electric Department grants permission for the hanging of these banners and will assist in the hanging and removal of the same.

Gary Greene



Superintendent of Electric Distribution

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

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

DATE: August 17, 2022

RE: Block Party Permit

Applicant: Elizabeth McDermott
Date: September 18, 2022
Rain Date: October 2, 2022
Location: W. 3rd St from Main St to the cul de sac
Time: 2:00 P.M. to 8:00 P.M.

Attached please find a Block Party Permit Application submitted by Elizabeth McDermott, 40 W. 3rd St. to hold a Block Party on September 18, 2022 (rain date: October 2, 2022), on W. 3rd Street from Main Street to the cul de sac, from 2:00 P.M. to 8:00 P.M. Approximately 50 individuals will be attending this event.

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



Pamela Walsh Boening
Village Clerk
Attachments

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

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

DATE OF APPLICATION: 7/21/2022
 DESCRIBE EVENT AND PURPOSE: Community Building Block Party
 DATE OF EVENT: September 18th RAIN DATE: October 2nd
 TIME: FROM 2 pm TO 8 pm (Limit 6 hours – ending 10 PM latest)
 LOCATION OF EVENT: W 3rd Street Between Main St and Wa (dead end)
 NO. PARTICIPANTS EXPECTED: 17 NO. OF RESIDENCES ON BLOCK: 26 VERIFIED BY JLB
 NAME OF CONTACT/ORGANIZATION: Elizabeth McDermott
 ADDRESS: 40 W 3rd Street TEL NO. (516) 270-6912

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

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

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>McDermott</u>	<u>✓ 40 W 3rd Street 1</u>	<u>[Signature]</u>
<u>T. Rooney</u>	<u>✓ 12 W 3rd St 2</u>	<u>[Signature]</u>
<u>N. Blaise</u>	<u>✓ 8 W 3rd St 3</u>	<u>[Signature]</u>
<u>B. Butar</u>	<u>✓ 14 W 3rd St 4</u>	<u>[Signature]</u>
<u>Deana Nasta</u>	<u>✓ 31 W. 3rd St. 5</u>	<u>[Signature]</u>
<u>Frederick Soller</u>	<u>✓ 37 W 3rd St. 6</u>	<u>[Signature]</u>
<u>JOHN HORAN</u>	<u>✓ 63 W 3rd St 7</u>	<u>[Signature]</u>
<u>Denise Staines</u>	<u>✓ 85 West 3rd St. 8</u>	<u>[Signature]</u>

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

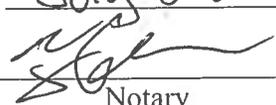
Fees:

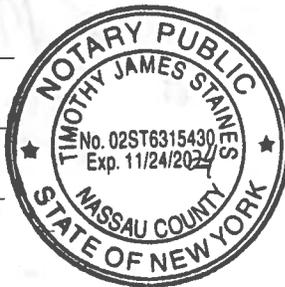
If the application is for the use of any Village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay. prior to the issuance of the permit, the charge for those services in accordance with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

Affirmation of Understanding and Awareness:

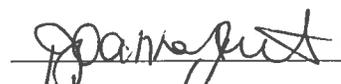
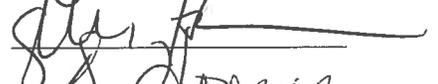
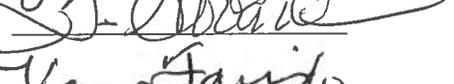
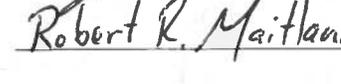
I Elizabeth Medemitt acting as an authorized representative of W 3rd Street swear under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155, Article VI entitled Parades and Public Assemblies. Further, if granted a permit, I agree to abide by all of the provisions and stipulations of such code.


Applicant's signature

Sworn to before me this 21
day of July 2020

Notary



Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
Joanna Formont	✓ 62 W. 3rd St. 9	
Shawn Hamilton	✓ 23 West 3rd St 10	
Terezi Hovavice	✓ 27 W 3rd St. 11	
Vanessa Favorito	✓ 53 W. 3rd St. 12	
Lauren Seminatore	✓ 60 W. 3rd St 13	
William + Robert	✓ 45 W 3rd St 14	
Santiago Lamas	✓ 32 West 4th St 15	
Robert R. Maitland	✓ 57 W. 3rd St. 16	Robert R. Maitland

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 Elizabeth McDermott 40 W. Third St.

Freeport New York 11520 (516) 270-6910
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: W. Third Street
DATE: SUNDAY, SEPTEMBER 18TH 2022
RAIN DATE: SUNDAY, OCTOBER 2ND 2022
Time: 2:00 P.M. TO 8:00 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. 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 8:00 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: Elizabeth McDermott Tel # (516) 270-6912

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 08/02/2022
Rank Name Signature Date

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

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael Williams
DATE: August 2, 2022
RE: Block Party – W. Third Street 9/18/2022

After review of the attached Block Party Permit Application. I am informing you that I conditionally approve this permit. My approval is conditional 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 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
POLICE DEPARTMENT
AUG 10 2022

AUG 10 2022 10:10 AM

RECEIVED

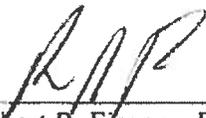
**INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE**

TO: Pamela Walsh Boening, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: July 27, 2022
RE: Block Party Application – Elizabeth McDermott

RE: Block Party Permit Application
Applicant: Elizabeth McDermott
Date: Sunday, September 18, 2022
Rain Date: Sunday, October 2, 2022
Location: West 3rd Street from S. Main Street to Cul de sac
Time: 2:00 P.M. – 8:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Elizabeth McDermott. 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: Thursday, August 11, 2022 8:15 PM
To: Pamela Boening
Cc: Madelyn de la Fe
Subject: RE: 9.18.2022 W. 3rd St Block Party

I have reviewed the Block Party application for September 18, 2022 (Rain Date: October 2, 2022)

I do not foresee any negative impact in the performance of our duties. However, the area is a dead end and 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: Tuesday, August 9, 2022 4:18 PM
To: Ray Maguire <rmaguire@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>
Subject: FW: 9.18.2022 W. 3rd St Block Party

Please send recommendation.

From: Pamela Boening
Sent: Wednesday, July 27, 2022 2:17 PM
To: Smith, Chief Michael J. <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

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

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

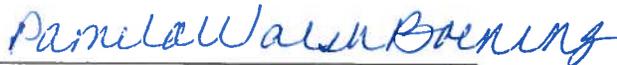
DATE: August 17, 2022

RE: Public Assembly

Applicant:	Long Island Arts Council
Date:	August 6, 2022
Location:	Waterfront Park, S. Long Beach Avenue
Time:	2:00 P.M. – 4:00 P.M.
Assembly Time:	1:00 P.M.

Attached please find a copy of the request for a Public Assembly Permit Application submitted by Laurence Dresner, on behalf of the Long Island Arts Council to hold a public assembly on August 6, 2022 between the hours of 2:00 P.M. to 4:00 P.M. at Waterfront Park, S. Long Beach Avenue. There will be approximately 50 -60 individuals in attendance for this event. The Eastline Theatre will be performing Shakespeare in the Park.

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



Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk

Attachments

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

Applicant:

LI Arts Council at Freeport 130 E. Merrick Rd. Freeport NY 11520
Name Address Apt City State Zip

cell 516 578 1337 516 223-2522 _____
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

LI Arts Council at Freeport 130 E. Merrick Rd. Freeport NY 11520
Organization Name Address City State Zip

cell 516 578 1337
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:

East Line theatre _____ Freeport _____
Business Name Address City State Zip
East Line theatre 516 749 5047
Operator's Name Telephone #

Name & type of requested Carnival/Festival/Bazaar: theatre in the park - waterfront park

Requested Carnival/Festival/Bazaar Location: _____

Set Up Day: Sat 8/6/22 Date: 8/6/2022 Set Up Start Time: 1:00 AM (PM)

Dates of operation:

- 1st Day: _____ Date: 8/6/2022 Start Time: 2:00 AM (PM) End Time: 4:00 AM (PM)
- 2nd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM
- 3rd Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM
- 4th Day: _____ Date: ___/___/20___ Start Time: ___:___ AM/PM End Time: ___:___ AM/PM

Equipment Removal will be done by: _____ Date: 8/6/2022 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?

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.

not applicable

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

Ø

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.

Ø

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

100' x 100'

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

No

G) What is the estimated number of customers you expect daily? 50-60

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

Ø

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: _____



Board of Directors

Raquel Pachas,
President Emeritus
Mishalle Berger
Lois Howes
Trista Leigh
Dolores Parsons
Robyn Workman
Laura Schofer
Mireille Taub

Advisory Board

Jude Schanzer
Angela Taormina

Executive Director

Laurence A. Dresner

August, 2022

To the Village of Freeport,

The Long Island Arts Council at Freeport 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 Waterfront Park in Freeport, by Long Island Arts Council at Freeport, whether or not such injury to persons or damage to property are due or claim to be due to any negligence Long Island Arts Council at Freeport of Long Island Arts Council at Freeport their employees or agents.

Sign: 

Date: 8/4/2022

Laurence Dresner
Executive Director

130 East Merrick Road Freeport, New York 11520

◆ Phone: 516-223-2522 ◆ E-Mail: info@liacf@gmail.com ◆ Website: www.liacfreeport.org

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 Long Island Arts Council 130 E Merrick Rd

Organization Name

Address

Freeport

N.Y.

11520

516 578-1337

City

State

Zip

Telephone #

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

EVENT: Long Island Arts Council / Eastline Players at Waterfront Park

DATE: Saturday August 6, 2022

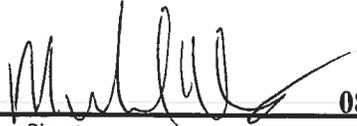
TIME: 2:00 P.M. to 4:00 P.M

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 4:00 P.M., without prompting from police or village officials.**
- 3. Applicant and participants will shut down the event and clear roadway at 4:00 P.M. sharp without prompting from police or village officials.**
- 4. If an emergency occurs, the applicant, participants and attendees 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, equipment, 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: LI Arts Council at Freeport, 130 East Merrick Road Freeport NY 516 578-1337 Contact Larry Dresner 516-578-1337.**

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

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

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

Issued by Deputy Chief Michael G. Williams  08/04/2022
Rank Name Signature Date

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

INTER-DEPARTMENT CORRESPONDENCE FREEPORT POLICE DEPARTMENT

**Michael Smith
Chief of Police**

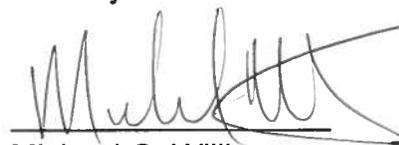
**40 North Ocean Ave. Freeport, NY
(516) 378-0700**

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael G. Williams
DATE: **August 4, 2022**
RE: Long Island Arts Council / Eastline Players Corp. at Waterfront Park on
S. Long Beach Ave. Freeport.

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

I do not anticipate any over police overtime 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 BY: [illegible]

5053 100-2 10/10/22

RECEIVED

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: August 4, 2022

RE: Public Assembly Permit Application

RE: Public Assembly Permit Application

Applicant:	Long Island Arts Council
Date:	August 6, 2022
Time:	2:00 P.M. – 4:00 P.M.
Assembly Time:	1:00 P.M.
Location:	Waterfront Park, S. Long Beach Avenue

I have reviewed the above-referenced Public Assembly Permit Application submitted by Long Island Arts Council.

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Ray Maguire
Sent: Friday, August 5, 2022 6:59 AM
To: Pamela Boening
Subject: Re: NEEDED TODAY 8.6.2022 Waterfront park public assembly

I have reviewed the Carnival Festival Bazaar Permit application for August 6, 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 Waterfront 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

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, August 4, 2022 1:07 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>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe

Pamela Boening

From: Conor Kirwan
Sent: Friday, August 5, 2022 2:06 PM
To: Pamela Boening
Subject: RE: Long Island Arts Council at Freeport, Inc., 42SBWBU2381

Insurance is approved

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Friday, August 5, 2022 12:12 PM
To: Conor Kirwan <ckirwan@freeportny.gov>
Subject: FW: Long Island Arts Council at Freeport, Inc., 42SBWBU2381
Importance: High

Please send recommendation.

From: Pamela Boening
Sent: Thursday, August 4, 2022 3:03 PM
To: Conor Kirwan <ckirwan@freeportny.gov>
Cc: Christine Maguire <cmaguire@freeportny.gov>
Subject: FW: Long Island Arts Council at Freeport, Inc., 42SBWBU2381
Importance: High

From: Larry Dresner <larryliacf@gmail.com>
Sent: Thursday, August 4, 2022 2:54 PM
To: Pamela Boening <pboening@freeportny.gov>
Subject: Fwd: Long Island Arts Council at Freeport, Inc., 42SBWBU2381

corrected insurance form
thanks!!!!!!!!!!!!!!!!!!!!!!

----- Forwarded message -----

From: Laurence Dresner <larryadresner@gmail.com>
Date: Thu, Aug 4, 2022 at 2:53 PM
Subject: Fwd: Long Island Arts Council at Freeport, Inc., 42SBWBU2381
To: Larry Dresner <larryliacf@gmail.com>

Pamela Boening

From: Victoria Dinielli
Sent: Thursday, August 4, 2022 2:41 PM
To: Pamela Boening
Subject: RE: NEEDED TODAY 8.6.2022 Waterfront park public assembly

I have no objection for this event at Waterfront Park on 8/6/22.
Recreation Center paperwork and payment is complete.
Thank you,

Victoria Dinielli

*Manager
Freeport Recreation Center
130 East Merrick Road
Freeport, New York 11520
(516)377-2311*

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, August 4, 2022 1:07 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>; 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: NEEDED TODAY 8.6.2022 Waterfront park public assembly
Importance: High

Please send recommendation today.

Unfortunately the LI Arts Council forgot to submit their paperwork and has run advertisements for this event which will be held on Saturday, August 6.

Thank you in advance.

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

To: Mayor Robert T. Kennedy

From: Conor Kirwan- Executive Director of Human Resources

Date: August 16, 2022

RE: Fireworks

Please find the attached hold harmless agreement which is needed to allow use of the Town of Hempstead marina on Guy Lombardo Ave. for the staging area for the fireworks display the Village is sponsoring on September 4, 2022.

If this meets with your approval, kindly authorize Mayor Kennedy to sign the hold harmless agreement as outlined hereinabove.



Conor Kirwan

Approved as to form



Deputy Village Attorney

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

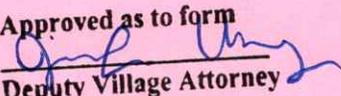
WHEREAS, the Village of Freeport requires the use of the Town of Hempstead Marina on Guy Lombardo Avenue for the staging area for the Fireworks, sponsored by the Village; and

WHEREAS, the Town of Hempstead requires that a Hold Harmless Agreement be signed on behalf of the Village in order to facilitate such usage; and

NOW THEREFORE BE IT RESOLVED, be it resolved that the Mayor be and hereby is authorized to sign a Hold Harmless Agreement to the benefit of the Town of Hempstead for the Village's use of the Town of Hempstead Marina on Guy Lombardo Avenue for the staging area for the Fireworks on Sept 4, 2022.

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

HOLD HARMLESS AGREEMENT IN LIEU OF INSURANCE

The Village of Freeport acknowledges that the Town of Hempstead normally requires users of the Guy Lombardo Ave. Marina facilities to carry General Liability insurance in which the Town of Hempstead is named as insured by the user.

The Village represents to the Town of Hempstead that it is self insured and in lieu of the provision by the Village of a certificate of insurance the Village agrees to save harmless and indemnify the Town of Hempstead against and from all liabilities, obligation, damages, penalties, claims costs, charges, expenses and reasonable attorney's fees which may be incurred by the Town of Hempstead as a result of the negligent actions of the Village, its employees, agents or assigns, while using the Town of Hempstead Guy Lombardo Ave. marina; and to reimburse to the Town of Hempstead such sums as would have been recoverable by the Town of Hempstead had the Village maintained General Liability insurance of:

Bodily Injury--one million dollars (\$1,000,000) each occurrence.

Property Damage--one hundred thousand dollars (\$100,000) each occurrence.

For the Village of Freeport

Robert T. Kennedy--Mayor

dated

Effective only for the period of September 4, 2022

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

TO: Mayor Robert T. Kennedy
FROM: Pamela Walsh Boening, Village Clerk
DATE: March 25, 2022

RE: RESCHEDULED DATES

Moving of a Building

Applicant: Ben Jackson
Company: Ben's General Contracting
Dates: August 25, 2022 – August 26, 2022
Alternate Dates: August 29, 2022 – August 30, 2022
Time: 7:00 A.M. – 4:00 P.M.
Location: 226 Sportsman Avenue

Attached please find a Moving of a Building application submitted by Ben Jackson, on behalf of Ben's General Contracting to move a modular home to 226 Sportsman Avenue. Four vehicles will transport the modular home into Freeport on August 25, 2022 – August 26, 2022 (alternate date August 29, 2022) and the date of assembly is August 26, 2022 (alternate date August 30). These dates have been reschedule from the previously approved dates of May 2 and May 3, 2022 (approved on March 28, 2022). The height from the ground to the top of the structure is 13'4", width 14'9", and the length is 77'. The route used for the transportation is provided on the bottom of page one. All of the information has remained the same from the original application, except for the dates.

The applicant has requested the use of the Recreation Center as a staging area on the above mentioned dates.

The recommendations from the Police Department, Building Department, Public Works, Electric, Fire Department and the Recreation Center are enclosed for your review.



Pamela Walsh Boening
Village Clerk
Attachments

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: Lisa DeBourg, Deputy Village Clerk March 29, 2022
FROM: Pamela Walsh Boening, Village Clerk

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

It was moved by Trustee Sanchez, seconded by Deputy Mayor Ellerbe and carried to approve the Moving of a Building Permit Application submitted by Ben's General Contracting, to move a structure to 226 Sportsmans Avenue on May 2 through May 3, 2022 (alternate dates: 5/5 through 5/6) from 7:00 A.M to 4:00 P.M., with a portion of the Recreation Center Parking Lot used as a staging area, with payment to the Village in the amount of \$960 per day; pending the submission of the proper bond and fees.

The Clerk polled the Board as follows:

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

cc:

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

FEE PAID: _____



PERMIT #: _____
 Date Issued : _____

INCORPORATED VILLAGE OF FREEPORT
 46 NORTH OCEAN AVENUE
 FREEPORT, NEW YORK 11520
 (516) 377-2300
 FAX (516) 771-4127

RECEIVED
 2022 AUG 16 P 2:21
 CLERK'S OFFICE
 VILLAGE OF FREEPORT, NY

APPLICATION FOR MOVING OF A BUILDING

Application Date: 8/11/2022

Applicant: Ben Jackson
 (PRINT)

Property Owner: Manuela Leon
 (PRINT)

Company: Ben's General Contracting Corp

Address: 226 Sportsman ave Freeport

Address 19 Suffolk St Freeport

Telephone: 516-225-5448

Company Telephone 516-623-2945

Property Owner's Consent

I Manuela Leon am (are) the owner (s) of the subject property (destination) and consent to the filing of this application.

Owner's signature [Signature]

Date 8/11/22

Sworn to before me this 11th
 day of August 2022
[Signature]
 Notary Public

TARA COLLETTI
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01CO8309284
 Qualified in Nassau County
 My Commission Expires 08-11-2022

Size and structural details: H- 13' 4" w- 14' 9"

1363 Sq ft , Total length w/ TRUCKS - 77' (29' TRUCK, 48' HOUSE)

Height from Ground to Top of Structure: 13' 4"

One Floor or Two Floor Structure: 2 FLOORS

Present Location of Building (exact address) 11 Edwards de Bloomsburg Pa 17815

Destination (exact address) 226 Sportsman ave Freeport ny 11520

Requested Route to be Followed*:

I95 - I295 - 25E - Nassau Blvd - 24E - KILBURN AVE - GREENWICH ST -
NASSAU AVE - S. MAIN ST - ATLANTIC AVE - SPORTSMAN AVE

*subject to review & approval of various departments

NOTE: For review and approval process, application MUST be submitted at least 21 days prior to the requested date

APPLICATION FOR MOVING OF A BUILDING

Page 2.

Date of Transport: 8/25/2022 *alternate 8/29. - overnight at Freeport Rec Center.*
Number of transport vehicles: 4
Number of escort vehicles: 2
Date of Assembly: 8/26/2022 *alt- 8/30/2022*

Type of Vehicles Trucks pulling trailers

Start Time: 7 AM / PM Finish Time: 4 AM / PM

Street to be closed: Yes No X ** we will take precautions to ensure in any case of emergency, any fire trucks or emergency service vehicles will be able to get past job site.*
IF YES:
Date of Street Closure: 8/26/2022 *alt- 8/30/2022* verbal permit
Name of Street: Sportsman Ave
Between: Cornelius St & Canal
From 7 AM / PM To 4 AM / PM

Certificate of Insurance (Provided by Mover) Approved by: _____ (PRINT) _____ (SIGNATURE) _____ (DATE)

Completion Bond Yes _____ No _____

Permit fee of \$300.00* Cash _____ Check _____ Money Order _____
*(for each transport vehicle)

Affirmation of Understanding and Awareness:

I Ben Jackson acting as an authorized representative of Ben's General Contracting Corp swear under oath that I have received and read and understand Village of Freeport Code, Section 90-1 to 90-4 entitled "Moving of Buildings". Further, if granted a permit I agree to abide by all of the provisions and stipulations of such code.



(Signature of Applicant)

Sworn to before me this 11th day of August 2022

Tara Colletti
Notary Public

TARA COLLETTI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO8309284
Qualified in Nassau County
My Commission Expires 08-11-2022

FOR OFFICIAL USE ONLY

	Approved	Denied	Signature	Date
1. Building Department	_____	_____	_____	_____
2. Claims Examiner	_____	_____	_____	_____
3. DPW	_____	_____	_____	_____
4. Electric Utility	_____	_____	_____	_____
5. Fire Department	_____	_____	_____	_____
6. Mayor	_____	_____	_____	_____
7. Police Department	_____	_____	_____	_____
8. Village Clerk	_____	_____	_____	_____



WETRANS-01

J4PLEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of New Jersey, LLC dba AssuredPartners of Northeastern PA 1130 Highway 315 Wilkes Barre, PA 18702	CONTACT Pam Lewis PHONE (A/C, No, Ext): (570) 270-6079 FAX (A/C, No): (570) 270-6079 E-MAIL ADDRESS: pam.lewis@assuredpartners.com INSURER(S) AFFORDING COVERAGE INSURER A: United Financial Casualty Company NAIC # 11770 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	---

INSURED
 WE Transport LLC dba Summit Modular Movers
 1004 Springbrook Ave
 Moosic, PA 18507

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	06330734-4	11/17/2021	11/17/2022	\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo			06330734-4	11/17/2021	11/17/2022	Cargo 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 West Virginia Department of Transportation is included as Additional Insured as scheduled on the Business Auto policy.



WETRANS-01

J4PLEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of New Jersey, LLC dba AssuredPartners of Northeastern PA 1130 Highway 315 Wilkes Barre, PA 18702	CONTACT NAME: Pam Lewis PHONE (A/C, No, Ext): (570) 270-6079 FAX (A/C, No): (570) 270-6079	
	E-MAIL ADDRESS: pam.lewis@assuredpartners.com	
INSURED WE Transport LLC dba Summit Modular Movers 1004 Springbrook Ave Moosic, PA 18507	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Financial Casualty Company	NAIC # 11770
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Fa occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		06330734-4	11/17/2021	11/17/2022	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo			06330734-4	11/17/2021	11/17/2022	Cargo \$ 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
West Virginia Department of Transportation is included as Additional Insured as scheduled on the Business Auto policy.

Effective Date: May 2, 2022



Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72447598

That we, Ben's General Contracting Corp.

of Freeport, State of New York, as Principal,
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State

New York, as Surety, are held and firmly bound unto the

Village of Freeport, State of New York, as Obligee, in the penal

sum of Twenty Thousand and 00/100 DOLLARS (\$20,000.00),
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been
licensed General Contractor

_____ by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect
May 2nd, 2023, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class
U.S. Mail to the Obligee and to the Principal at the address last known to the Surety, and at the
expiration of five (35) days from the mailing of said notice, this bond shall ipso facto terminate and
the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal
subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of
claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's
total limit of liability shall not be cumulative from year to year or period to period, and in no event shall
the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond
amount shall not be cumulative.

Dated this 15th day of March, 2022.

BEN'S GENERAL CONTRACTING CORP.

Principal

[Signature]
Principal

WESTERN SURETY COMPANY

By [Signature]
Paul T. Brukat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 15th day of March, 2022, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



S. Green
Notary Public — South Dakota

My Commission Expires February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ known to me to be the individual _____ described in and who executed the foregoing instrument and acknowledged to me that _____ he _____ executed the same.

My commission expires _____

Notary Public

TARA COLLETTI
NOTARY PUBLIC-STATE OF NEW YORK
ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer) 08309284
Qualified in Nassau County
My Commission Expires 08-11-2022

STATE OF new York }
COUNTY OF nassau } ss

On this 4th day of APRIL 2022, _____, before me personally appeared Benjamin Jackson

who acknowledged himself/herself to be the president of Ben's General Contracting Corp, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires August 11th, 2022

Tara Colletti
Notary Public



License or Permit No. _____

LICENSE AND PERMIT
BOND
As

of _____

State of _____

Name of Applicant _____

Address _____

Filed _____

Approved this _____

day of _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One General Contractor Village of Freeport

bond with bond number 72447598

for Ben's General Contracting Corp.

as Principal in the penalty amount not to exceed: \$20,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 15th day of March, 2022

ATTEST

P. Leitheiser

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

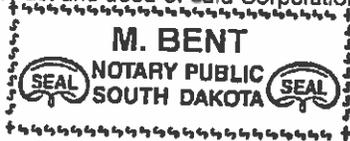
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 15th day of March, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2026

Form F1975-5-2021



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

TO: Pamela Walsh Boening, Village Clerk

FROM: Deputy Chief Michael G. Williams

DATE: August 17, 2022

ALTERNATE DATES: August 29th and August 30th 2022

RE: Moving a Building Application: 226 Sportsman Ave.

APPLICANT: Ben Jackson d/b/a/ Bens General Contracting

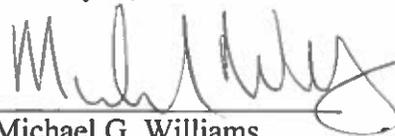
On August 25th & 26th 2022 the applicant will deliver a modular home to Freeport for assembly at 226 Sportsman Ave. The applicant will be utilizing 4 transport vehicles and 2 escort vehicles with appropriate lights and signage. Delivery route is N. Main St. to e/b Broadway then s/b on Henry St. continuing s/b on S. Main St. then w/b to Atlantic Ave. to Sportsman Ave and s/b on Sportsman Ave. The transportation vehicles will detour to the Freeport Recreation Center parking lot for staging overnight on August 25th and resume transportation to 226 Sportsman Ave. on the morning of August 26th 2022.

After review of the attached Moving Building Application I am informing you that I conditionally approve this amended 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

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

TO: Pamela Walsh Boening, Village Clerk

FROM: Gary Greene, Superintendent of Electric Distribution

DATE: August 16, 2022

RE: RESCHEDULED DATES Moving of a Building
Applicant: Ben Jackson
Company: Ben's General Contracting
Dates: August 25, 2022-August 26, 2022
Alternate Dates August 29, 2022-August 30, 2022
Time: 7:00 A.M. – 4:00 P.M.
Location: 226 Sportsman Avenue

In regards to the Rescheduled Dates for the Moving of a Building Application submitted by Ben Jackson on behalf of ben's General Contracting to move a Modular Home to 226 Sportsman Avenue. The Electric Department grants permission for the Moving of this Modular Home as long as the measurements for the structure and the travel route provided do not change.

Gary Greene



Superintendent of Electric Distribution

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

TO: Pamela Walsh Boening, Village Clerk

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

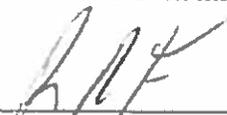
DATE: August 17, 2022

RE: Moving of a Building Application
Applicant: Ben Jackson / Ben's General Contracting Corp
19 Suffolk Street
Freeport, NY 11520

Property Owner: Manuela Leon-Ferrari
Address: 226 Sportsmans Ave, Freeport, NY 11520
Dates: August 25, 2022 – August 26, 2022
Alternate Dates: August 29, 2022 – August 30, 2022
Time: 7:00 am – 4:00 pm

I have reviewed the above referenced application from Ben's General Contracting Corp, 19 Suffolk Street, Freeport, NY 11520 to move a modular home 226 Sportsmans Avenue. Four vehicles will transport the modular home into Freeport on August 25 (alternate date August 29) and the date of assembly is August 26 (Alternate date August 30). The height from the ground to the top of the structures is 13'4", width 14'9", and the length is 77'. The route used for the transportation is provide on the bottom of page one of application.

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



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

Pamela Boening

From: Sergio A Mauras
Sent: Tuesday, August 16, 2022 4:11 PM
To: Pamela Boening
Subject: RE: RESCHEDULED DATE MOVING OF A BUILDING 226 SPORTSMAN AVENUE

Good afternoon.

This department has no objection.

Thank you
Respectfully
Sergio A Mauras CEO-CFM
Superintendent of Buildings
Freeport Building Department
516-377-2241
516-377-2243

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, August 16, 2022 2:24 PM
To: Michael Smith <m.smith@freeportpolice.org>; Al Livingston <alivingston@freeportelectric.com>; Robert Fisenne <rfisenne@freeportny.gov>; Sergio A Mauras <smauras@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Victoria Dinielli <vdinielli@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Gary Greene <ggreene@freeportelectric.com>; Donna Barr <dbarr@freeportelectric.com>; 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>; Lisa DeBourg <ldebourg@freeportny.gov>
Subject: RESCHEDULED DATE MOVING OF A BUILDING 226 SPORTSMAN AVENUE
Importance: High

Please send recommendation ASAP.

This must go on the 8/22/2022 agenda.

Thanks,

Pamela Walsh Boening
Village Clerk

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

516-377-2254

Pamela Boening

From: Ray Maguire
Sent: Tuesday, August 16, 2022 8:44 PM
To: Pamela Boening
Subject: RE: RESCHEDULED DATE MOVING OF A BUILDING 226 SPORTSMAN AVENUE

I have reviewed the Moving of a Building application for Various dates with a specific date to be confirmed (Rain Date: None)

The applicant is requesting permission to move a modular home. They will be using the Recreation Center for staging. Per their e mail of 3/10/22 they have no plans of shutting down any roads. Furthermore, their application indicates no change from the prior application. Therefore I do not foresee any negative impact in the performance of our duties.

Please remind the applicant(s) that access to the areas that they are traveling and when stationary must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, August 16, 2022 2:24 PM
To: Michael Smith <m.smith@freeportpolice.org>; Al Livingston <alivingston@freeportelectric.com>; Robert Fisenne <rfisenne@freeportny.gov>; Sergio A Mauras <smauras@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Victoria Dinielli <vdinielli@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Gary Greene <ggreene@freeportelectric.com>; Donna Barr <dbarr@freeportelectric.com>; 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>; Lisa DeBourg <ldebourg@freeportny.gov>
Subject: RESCHEDULED DATE MOVING OF A BUILDING 226 SPORTSMAN AVENUE
Importance: High

Please send recommendation ASAP.

Pamela Boening

From: Christine Maguire
Sent: Tuesday, August 16, 2022 3:06 PM
To: Pamela Boening; Michael Smith; Al Livingston; Robert Fisenne; Sergio A Mauras; Ray Maguire; Victoria Dinielli
Cc: Carl Hetzel; Michael Williams; Gary Greene; Donna Barr; Ben Terzulli; Sheryl Sobers; Sabrina Lafleur; Madelyn de la Fe; Conor Kirwan; Lisa DeBourg
Subject: RE: RESCHEDULED DATE MOVING OF A BUILDING 226 SPORTSMAN AVENUE

Hi Pam,

The insurance is approved for the rescheduled moving of a building 226 Sportsman's Ave.

Regards,

Christine Maguire
Human Resources
516-377-2293

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, August 16, 2022 2:24 PM
To: Michael Smith <m.smith@freeportpolice.org>; Al Livingston <alivingston@freeportelectric.com>; Robert Fisenne <rfisenne@freeportny.gov>; Sergio A Mauras <smauras@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Victoria Dinielli <vdinielli@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Gary Greene <ggreene@freeportelectric.com>; Donna Barr <dbarr@freeportelectric.com>; 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>; Lisa DeBourg <ldebourg@freeportny.gov>
Subject: RESCHEDULED DATE MOVING OF A BUILDING 226 SPORTSMAN AVENUE
Importance: High

Please send recommendation ASAP.

This must go on the 8/22/2022 agenda.

Thanks,

Pamela Walsh Boening
Village Clerk

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

516-377-2254

Pamela Boening

From: Victoria Dinielli
Sent: Tuesday, August 16, 2022 2:40 PM
To: Pamela Boening
Cc: James Beauford; Jon Henry
Subject: FW: RESCHEDULED DATE MOVING OF A BUILDING 226 SPORTSMAN AVENUE
Attachments: RESCHEDULED DATES MOVING OF A BUILDING.pdf

Importance: High

Pam,

I have reviewed the attached application.
Upon the approval of Mayor Kennedy and the Board of Trustees, I have no objection to this request.
The area of the Recreation Center parking lot available would be the South-East portion of the lot, along Mill Road and St. John's Place.
The timeframe indicated is the weekend beginning Thursday 8/25 – Tuesday 8/30.
Thank you,

Victoria Dinielli

Manager

Freeport Recreation Center

130 East Merrick Road

Freeport, New York 11520

(516)377-2311

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, August 16, 2022 2:24 PM
To: Michael Smith <m.smith@freeportpolice.org>; Al Livingston <alivingston@freeportelectric.com>; Robert Fisenne <rfisenne@freeportny.gov>; Sergio A Mauras <smauras@freeportny.gov>; Ray Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>; Victoria Dinielli <vdinielli@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Gary Greene <ggreene@freeportelectric.com>; Donna Barr <dbarr@freeportelectric.com>; 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>; Lisa DeBourg <ldebourg@freeportny.gov>
Subject: RESCHEDULED DATE MOVING OF A BUILDING 226 SPORTSMAN AVENUE
Importance: High

Please send recommendation ASAP.

This must go on the 8/22/2022 agenda.

Thanks,

Pamela Walsh Boening

Village Clerk

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

To: Robert T. Kennedy, Mayor
From: Sergio A. Mauras, Superintendent of Buildings
Date: August 12, 2022

RE: Budget Transfer Request-2022-2023 Operating Budget

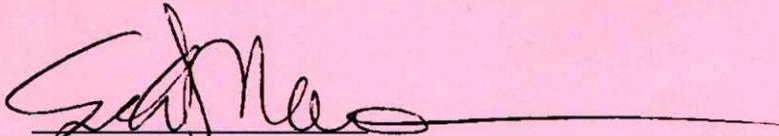
Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the transfer below to the fiscal year 2022-2023 operating budget.

The purpose of the following transfer is to appropriate the necessary funding to cover for the professional contract services with ICC (International Code Council) and Rabco Engineering, P.C.

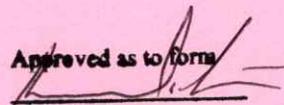
FROM:
A362001 510100 REGULAR SALARIES \$115,000.00

TO:
A362004 545700 NON EMPLOYEE SALARIES \$115,000.00

Should you need anything further, please feel free to contact me. Thank you



Sergio A. Mauras
Superintendent of Buildings
SM/al

Approved as to form

Village Attorney
8/12/2022

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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the fiscal year 2022 - 2023 operating budget:

FROM:

A362001 510100 REGULAR SALARIES \$115,000.00

TO:

A362004 545700 NON EMPLOYEE SALARIES \$115,000.00

Total: \$115,000.00

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover for the professional contract services with ICC (International Code Council) and Rabco Engineering, PC; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

The Clerk polled the Board at follows:

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

Approved as to form _____

Village Attorney

8/15/2022

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: August 4, 2022

To: Mayor Robert T. Kennedy

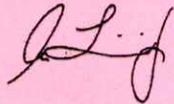
From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Request to Advertise –Bid #22-10-ELEC-617
Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Outdoor
Cable Termination Kits

The Village has been awarded grant funds managed through the New York State Governor's Office of Storm Recovery (GOSR) – Infrastructure. One of the approved projects is the construction of a microgrid. A microgrid is a small-scale version of the centralized electricity system that includes all the necessary components to operate in isolation of the centralized grid. Microgrids operate independently and when connected to the grid allow for the import or export of electricity. This enables power continuity in critical areas when power outages and service disruptions affect the wider grid.

The replacement of the downtown underground primary cable will make Freeport's microgrid more resilient and improve the overall system performance of the Village's electric infrastructure. These upgrades require the use of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Outdoor Cable Termination Kits.

I request authorization to advertise (pending GOSR approval) a Notice to Bidders on August 25, 2022, in the Freeport Herald and other relevant publications. Specifications would be available from August 29, 2022, to October 7, 2022. The bids would have a returnable date of October 11, 2022. Attached is a copy of the Notice to Bidders for your review. The Village was awarded \$5,500,000.00 to complete the Microgrid project.



Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Village Attorney

8/12/2022

AL:db

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

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

WHEREAS, the Village has been awarded grant funds through the New York State Governor’s Office of Storm Recovery (GOSR) – Infrastructure to be used for the construction of a microgrid, a small-scale version of the centralized electricity system that includes all the necessary components to operate in isolation of the centralized grid; and

WHEREAS, multiple components involving generation, transmission, and distribution will make Freeport’s microgrid more resilient and improve the overall system performance of the Village’s electric infrastructure; and

WHEREAS, these upgrades require the use of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Outdoor Cable Termination Kits; and

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

WHEREAS, the Village was awarded \$5,500,000.00 to complete this project; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utility, the Village Clerk be and hereby is authorized the advertisement (pending GOSR approval) a Notice to the Bidders for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Outdoor Cable Termination Kits,” Bid #22-10-ELEC-617, in the Freeport Herald Leader and other relevant publications of general circulation on August 25, 2022 with specifications available from August 29, 2022 to October 7, 2022, with a return date of October 11, 2022.

The Clerk polled the Board at follows:

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

Approved as to form
Village Attorney
8/12/2022

NOTICE TO BIDDERS

**FURNISHING OF
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15 KV COLD SHRINK OUTDOOR CABLE TERMINATION KITS
FOR
INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK
BID #22-10-ELEC-617**

Sealed Bids for Bid #22-10-ELEC-617 for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Outdoor Cable Termination Kits” will be received by the Purchasing Agent of the Incorporated Village of Freeport (Municipality/OWNER), New York, until 11:00 A.M. (Local Time), on Tuesday, October 11, 2022, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Monday, August 29, 2022, until 4:00 P.M. on Friday, October 7, 2022.

No later than forty-five (45) days after the bid opening, the Municipality shall accept bids or reject all bids. After the bid opening, a bid may not be withdrawn prior to the date that is forty-five (45) days after such bid opening. The Municipality reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Municipality will hereby be promoted.

The Municipality is seeking to upgrade its distribution equipment in order to further improve the resiliency and reliability of its electrical system.

This project is being financed with U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds administered by the NYS Governor's Office of Storm Recovery (“GOSR”). Attention of bidders is particularly called to Section 3 requirements,¹ M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts.

The following municipal staff has been designated as the contact for this contract:

Mr. Al Livingston, Jr. (516) 377-2220

Please note that contacting any other staff regarding this Contract may be a violation of state or municipal law, rule or regulation, resulting in a determination of contractor non-responsibility.

¹ “Section 3” refers to Section 3 from the Housing and Urban Development Act of 1968.

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise (MBE)	15%
Women Owned Business Enterprise (WBE)	15%

Each Bidder must complete and submit with his/her bid the “Iranian Investment Activities Certification” in compliance with General Municipal Law 103-g, Iranian Energy Sector Divestment.

Bidders are required to execute a non-collusive bidding certification required by Section 103-d of the General Municipal Law of the State of New York.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts.

The Municipality is an Equal Opportunity Employer.

Bidders are also required to comply with the anti-discrimination provisions of Sections 290-301 of the Executive Law of the State of New York.

The Municipality reserves the right to reject any or all of the Bids received, to re-advertise for Bids, to abandon the project, to waive any or all informalities in any Bid received and to accept any proposal which the Municipality decides to be for the best interest of the Municipality.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – August 25, 2022

VILLAGE OF FREEPORT
Nassau County, New York



Contract and Specifications For
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15 KV COLD SHRINK OUTDOOR CABLE TERMINATION KITS

BID #22-10-ELEC-617

MAYOR

ROBERT T. KENNEDY

TRUSTEES

JORGE A. MARTINEZ
EVETTE B. SANCHEZ

CHRISTOPHER L. SQUERI
RONALD J. ELLERBE

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



Al Livingston Jr., Superintendent
Inc. Village of Freeport

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NOTICE TO BIDDERS
FURNISHING OF
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15 KV COLD SHRINK OUTDOOR CABLE TERMINATION KITS
FOR
INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK
BID #22-10-ELEC-617

Sealed Bids for Bid #22-10-ELEC-617 for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Outdoor Cable Termination Kits” will be received by the Purchasing Agent of the Incorporated Village of Freeport (Municipality/OWNER), New York, until 11:00 A.M. (Local Time), on Tuesday, October 11, 2022, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

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The Municipality is seeking to upgrade its distribution equipment in order to further improve the resiliency and reliability of its electrical system.

This project is being financed with U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds administered by the NYS Governor's Office of Storm Recovery (“GOSR”). Attention of bidders is particularly called to Section 3 requirements,¹ M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts.

The following municipal staff has been designated as the contact for this contract:

Mr. Al Livingston, Jr. (516) 377-2220

Please note that contacting any other staff regarding this Contract may be a violation of state or municipal law, rule or regulation, resulting in a determination of contractor non-responsibility.

The following goals for MWBE participation on this project have been established at:

¹ “Section 3” refers to Section 3 from the Housing and Urban Development Act of 1968.

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Each Bidder must complete and submit with his/her bid the “Iranian Investment Activities Certification” in compliance with General Municipal Law 103-g, Iranian Energy Sector Divestment.

Bidders are required to execute a non-collusive bidding certification required by Section 103-d of the General Municipal Law of the State of New York.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts.

The Municipality is an Equal Opportunity Employer.

Bidders are also required to comply with the anti-discrimination provisions of Sections 290-301 of the Executive Law of the State of New York.

The Municipality reserves the right to reject any or all of the Bids received, to re-advertise for Bids, to abandon the project, to waive any or all informalities in any Bid received and to accept any proposal which the Municipality decides to be for the best interest of the Municipality.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – August 25, 2022

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

INSTRUCTIONS TO BIDDERS

1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Electric Department Project:
“Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Outdoor Cable Termination Kits”

2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Monday, August 29, 2022, until 4:00 P.M. on Friday, October 7, 2022.

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

3. FEE FOR BID DOCUMENTS

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

4. FORM

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as part of the bid documents and shall be submitted in a sealed envelope clearly marked “Furnishing of 15 KV Cold Shrink Outdoor Cable Termination Kits” along with an electronic copy of the proposal.

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

5. DELIVERY OF PROPOSALS

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

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

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

6. **TAXES**

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

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

7. **BID SECURITY**

Not required.

8. **QUALIFICATIONS OF BIDDERS**

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

9. **INTERPRETATION OF DOCUMENTS**

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

10. **ADDENDUM**

Any addendum issued during the time of bidding, or forming a part of the bid documents for preparation of proposals, shall be covered in the proposal, and shall be made a part of the proposal.

Receipt of each addendum shall be acknowledged in the proposal by entering the title, date and signature of person signing the proposal.

11. MODIFICATIONS

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

12. CORRECTIONS

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

13. WITHDRAWAL

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

14. SUBLETTING OR ASSIGNING THE CONTRACT

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

15. MULTIPLE PROPOSALS

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

16. AGREEMENT

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

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

17. GUARANTEE

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the materials during delivery and before

acceptance. Any progress payments made by the Village shall not be a waiver of the foregoing provision.

18. RIGHT TO REJECT BIDS

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

19. EXECUTION

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

20. DELIVERY

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

21. CDBG-DR FUNDED PROJECT

This project is being financed with U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds administered by the NYS Governor's Office of Storm Recovery (“GOSR”). As a condition to receiving CDBG-DR funds for the Project, the Municipality is required to include the GOSR Supplementary Conditions for Contracts (attached hereto as Appendix A to the General Conditions) in each contract which it enters into for the Project. Attention of Proposers is particularly called to Section 3 requirements, M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts. M/WBE Requirements – Special attention is directed to the M/WBE requirements contained in the GOSR Supplementary Conditions for Contracts (attached hereto as Appendix C to the General Conditions) and the Supplementary Instructions to Proposers for Participation by Minority and Women Owned Business Enterprises (attached hereto as Appendix D to the General Conditions). All Proposers must submit an M/WBE Utilization Plan with their proposal that utilizes enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote and assist the participation of certified M/WBEs in an amount equal to fifteen percent (15%) minority-owned business enterprises (“MBE”) and fifteen percent (15%) women-owned business enterprise (“WBE”) of the total dollar value of the contract. The successful proposer shall use good

faith efforts to solicit active participation by such M/WBEs in accordance with the Contract Documents and the submitted M/WBE Utilization Plan. The Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A. Section 3 Requirements – Special attention is directed to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly person who are recipients of HUD assistance for housing. A sample Section 3 Plan is included in the Contract Documents. The successful proposer will be required to submit a Section 3 Plan as a condition of contract award. Reporting Requirements – Special attention is called to GOSR reporting requirements. GOSR has adopted the Elation Systems, Inc. web-based compliance management system to assist with Labor Compliance (Davis-Bacon), Minority and Women Owned Business (M/WBE) and Section 3 reporting requirements. The Contractor and its subcontractors must utilize the Elation Systems to satisfy reporting requirements. To this end the Contractor and its subcontractors will be required to register with Elation Systems, Inc. and to attend online training on the use of the system. Prevailing Wages – This project includes both State and Federal prevailing wages. If Federal Davis-Bacon wage rates differ from the New York State prevailing wage rates, then the higher of the two rates shall apply and be paid to eligible workers.

22. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION GOALS

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise (MBE) 15%

Women Owned Business Enterprise (WBE) 15%

23. EQUAL OPPORTUNITY

The Municipality is an Equal Opportunity employer.

SPECIFICATION
FOR
SINGLE CONDUCTOR - #4/0 – 500KCMIL
15KV COLD SHRINK OUTDOOR
CABLE TERMINATIONS
INC. VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
(Freeport Electric)



7-25-2022

Title: Specification for Single Conductor - #4 – 500 KCMIL 15 KV Cold Shrink Outdoor Cable Termination Kits.

Application: These termination kits are intended for use within Freeport Electric’s (FE) underground distribution system.

Specification

1 General

1.1 This specification covers the purchase of 15 KV Cold Shrink Outdoor Cable Termination Kits in the quantity as shown in Proposal Section (Sheet 20). All Terminations shall be fully rated 15 KV devices designed for outdoor installation on poles. Terminations must accommodate unjacketed and jacketed concentric neutral (JCN), flat strap, and tape shield, EPR insulated power cables meeting the requirements of ANSI/IEEE Std. 48 for class 1 terminations at 15 KV rating in outdoor environments. They shall be rated by the manufacturer for use on 15 KV class cables with 100% or 133% insulation systems.

2 Complete Description

- 2.1 Terminations shall have a cable insulation O.D. range of 0.83”-1.53” with a cable jacket O.D. range of 1.12” – 1.87”. Conductor size range shall be 4/0 AWG-500 kcmil.
- 2.2 They shall be rated for continuous operation at 105°C, with an emergency overload temperature rating of 140°C.
- 2.3 The termination shall be capable of joining EPR insulated cables with copper conductors sized from #4/0 AWG to 500 kcmil providing a conductor size transition within this size range. Standard, compact, or compressed type stranded conductors must be accommodated.
- 2.4 Terminations shall be of a cold shrink design, requiring no heat source for installation.
- 2.5 The one-piece termination assembly must consist of a skirted insulator (4 skirts minimum) made of excellent tracking resistant silicone rubber with an environmental top seal, and a high dielectric constant stress control tube of EPDM.
- 2.6 The complete assembly shall be pre-stretched and mounted on a removable core.
- 2.7 Termination shall be provided to easily slip onto a prepared cable with ability to unwind

core to shrink into place without any force fitting required.

- 2.8 A shearbolt 2-hole lug long connector shall be furnished with each termination kit to accommodate a range of copper conductor between #4/0 and 500 kcmils. Connectors shall have a minimum of 2 (two) shearbolts.
- 2.9 Terminations shall be packaged as one complete kit per cable phase containing the following typical items:
- 1- A detailed set of instructions
 - 1- Shearbolt 4/0 to 500 kcmil – 2-hole long barrel connector
 - 1- A cut back template for easy measurements
 - 1- Tracking resistant, silicon rubber termination, with 4 skirts
 - 1- High dielectric constant stress control tube

3 Warranty

- 3.1 All terminations shall be furnished as free from defects in material and manufacture for a period of two years following installation. Damaged or failed terminations in conformance with installation specified by the manufacturer shall be replaced at no cost to purchaser for this period of time. The warranty document incorporated herein shall be duly responsible for any defects to electrical equipment other than the terminations supplied under this order. The manufacturer shall not be responsible for mechanical or physical damages to the cables or for improper splicing, termination, maintenance or operation which is in accordance with standard recommended practice and procedures.

4 Delivery

- 4.1 Items shall be delivered in one shipment to Village of Freeport Stores, 220 West Sunrise Highway, Freeport, N.Y., within ninety (90) calendar days after award of contract.

5 Pricing

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

6 Bidder's Requirements

- 6.1 Each bidder shall submit the name of the manufacturer of all termination kits and the complete ordering description and catalog number for the specified termination kits. This information shall be included in the attached Proposal Section (Sheet 20).

7 **Exceptions to the Specification**

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

PROPOSAL
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15KV COLD SHRINK OUTDOOR CABLE TERMINATION KITS

DATE: _____

NAME: _____

ADDRESS: _____

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

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

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NOTES:

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

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NON-COLLUSIVE BIDDING CERTIFICATION

1. a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - ii. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - iii. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

- b. A bid shall not be considered for award nor shall any award be made where (a) i and ii and iii above have not been complied with; provided, however, that if the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish therefore. Where (a) i and ii and iii above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

PROPOSAL - CONT'D

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

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

BIDDER: _____

BIDDER'S ADDRESS: _____

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

BIDDER'S TELEPHONE (DAY): _____

(NIGHT - EMERGENCY): _____

FAX NUMBER: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

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

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

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

DATED: THE _____ DAY OF _____, _____

REFERENCES

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

1)

Name: _____

Company: _____

Address: _____

Phone: _____

2)

Name: _____

Company: _____

Address: _____

Phone: _____

3)

Name: _____

Company: _____

Address: _____

Phone: _____

**PROPOSAL SECTION
TO BE FILLED OUT BY BIDDER:**

#4/0 - 500 KCMIL COLD SHRINK 15 KV TERMINATION KITS

TERMINATION KIT MANUFACTURER	CAT#	KIT QTY	UNIT PRICE	TOTAL PRICE
		15		

ORDERING DESCRIPTION (INCLUDE CONTENTS OF KIT)

EXHIBIT A

GOSR SIGNAGE REQUIREMENTS



NY RISING COMMUNITY RECONSTRUCTION PROGRAM PROJECT SIGN REQUIREMENTS

All projects funded through GOSR are required to have a weatherproof outdoor project sign. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or an administrative expense. Specifications for project signs should conform to the following.

A. Sign Specifications

Installation

1. Install sign at the site within one week of the start of construction.
2. Erect sign in a prominent location, secure from vandalism.

Materials

1. Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.
2. Primer: As recommended by finish coat manufacturer for the substrate and finish material.
3. Lettering and striping shall be uniform with sharp, neat profiles.
4. "Optional Information" included on sign shall be visually subordinate to other information provided.
5. Supports: Treated D.F. posts.

Maintenance and Removal

1. Maintain the sign plumb and level for the duration of the work.
2. The sign must be removed from the property 60 days after final payment or project completion, whichever is later.

B. Sign Design

The sign design layout must follow the sample layout shown below.

C. Sign Placement

1. With respect to placement, traffic control signs, regulatory, warning, and guide signs have a higher priority than GOSR signage.
2. In no case shall these signs be placed such that they obscure road users' view of other traffic control devices.
3. GOSR signs should be placed where they can be easily identified with the corresponding projects.
4. If the placement of GOSR signs conflicts with newly installed higher priority signs, or traffic signals, or temporary traffic control devices, or other priority devices, the sign should be relocated.
5. Due to public safety concerns, GOSR signs should not be allowed at the following locations:
 - On the front, back, adjacent to or around any traffic control device, including traffic signs, signals, changeable message signs, traffic control device posts or structures, or bridge piers.
 - At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include, but are not limited to exit and entrance ramps, intersections controlled by traffic signals or by stop or yield signs, highway-rail grade crossings, and areas of limited sight distance.

PUMP STATION • VILLAGE OF BAYVILLE, NY

Governor Andrew M. Cuomo
State of New York
Governor's Office of Storm Recovery



Governor's Office of
Storm Recovery

Insert Subrecipient's
Logo here



Insert Subrecipient Information here

For more information on this project, please visit www.stormrecovery.ny.gov



This project is made possible by a grant from the State's Housing Trust Fund Corporation, funded by the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) Program



EXHIBIT B

VENDOR RESPONSIBILITY QUESTIONNAIRE

Instructions for New York State Vendor Responsibility Questionnaires

Although it is recommended that vendors complete their questionnaires online using the New York State VendRep System, the four (4) questionnaires found on the VendRep System are also available in paper format.

The questionnaires are intended to elicit information based on vendor type (For-Profit or Not-for-Profit) and activity (Construction or Non-Construction). Each vendor should select the questionnaire that most closely reflects its business characteristics or as directed by an agency's solicitation instructions. The available vendor questionnaires are:

- For-Profit
- For-Profit Construction
- Not-for-Profit
- Not-for-Profit Construction

Business Entities may print the PDF version of a questionnaire form and complete it manually or may select the MS Word version and complete the questionnaire on a computer. Completing the questionnaire in MS Word allows the questionnaire to be saved on the user's computer and updated in the event that the vendor's information changes.

The person(s) completing the vendor responsibility questionnaire must be knowledgeable about the vendor's business and operations. The certification at the end of each questionnaire must be completed by an owner or officer of the Business Entity and must be notarized to be complete.

Business Entities must answer every question contained in the selected questionnaire¹. Most questions require "Yes" or "No" answers and request additional information where necessary. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. For paper submissions, responses that require additional information must include an attachment containing this information.

If the submitting Business Entity is a Joint Venture, one questionnaire must be submitted for the Joint Venture plus each Business Entity comprising the Joint Venture must also submit separate questionnaires.

¹ If the Business Entity uses a Social Security Number (SSN) as its identification number, providing the SSN on the questionnaire is optional. Individuals and Sole Proprietors may use an SSN but are encouraged to obtain and use an Employer Identification Number.

EXHIBIT C

M/WBE UTILIZATION PLANS

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:		Project Name:	
Offeror's Name:		Federal ID Number:	
Address:		Contract Number (if applicable):	
City State & Zip Code:		Phone:	
Location of Work:			

<i>M/WBE Target Goal</i>			<i>Proposed M/WBE Participation</i>		
<i>Category</i>	<i>Percentage</i>	<i>Amount</i>	<i>Category</i>	<i>Percentage</i>	<i>Amount</i>
MBE:	%	\$	MBE:	%	\$
WBE:	%	\$	WBE:	%	\$
Totals:	%	\$	Totals:	%	\$

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/ Supplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name:						
	Address:						
	Email:						
	Phone:						
B	Name:						
	Address:						
	Email:						
	Phone:						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:	
Name of Preparer:	
Authorized Signature:	
Date:	
Email:	
Phone:	

EXHIBIT D
SECTION 3 PLAN



[Name of Contractor]

Section 3 Plan

Address: _____

Phone: _____

Email: _____

Website: _____

Auth'd Representative: _____

Project Name: _____

SUBRECIPIENT NAME: (“Subrecipient”)
CONTRACTOR NAME: (“Contractor”)
PROJECT NAME: (the “Project”)

GENERAL POLICY STATEMENT

Section 3 Policy Overview

Section 3 (24 CFR Part 135.30) of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)¹ is intended to ensure that, to the greatest extent feasible, low- and very low-income persons receive benefits in employment and related economic opportunities when such opportunities are generated by funding from HUD. It also specifically encourages economic opportunities for households who are recipients of government assistance for housing. The Section 3 program requires that recipients of HUD funds, to the greatest extent feasible, provide (a) employment and training and (b) contracting opportunities for low- or very low-income residents in connection with construction projects (“Section 3 eligible projects”) in their neighborhoods.

SECTION 3 PLAN & PURPOSE

This document serves as the Section 3 Plan for Contractor’s work on the Project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. This document contains goal requirements for awarding contracts to Section 3 Business Concerns and employment opportunities for individuals.

The regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 business concerns other than as needed to fulfill regulatory obligations for covered projects and activities. Contractors are not required to hire or enter into contracts with unqualified Section 3 residents or business concerns simply to meet the Section 3 goals, as anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought. However contractors must document their outreach efforts and, to the greatest extent feasible, attempt to source qualified Section 3 residents and business concerns to meet the goal. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project. They apply to subrecipients and to their contractors and subcontractors.

Contractor will, to the greatest extent feasible, strive to comply with the goals established. The numerical goals established in this section represent minimum numerical targets for employment opportunities and training to Section 3 residents. A Section 3 resident is a public housing resident or a low-income or very low-income person who lives in the metropolitan area or non-metropolitan county where the Project is located. Local income levels for the Project area can be obtained online at <http://www.huduser.org/DATASETS/il.html>. The goals are as follows:

¹ http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12047.pdf

- Thirty Percent (30%) of the aggregate number of new hires/training opportunities resulting from funds awarded and continuing thereafter.

Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible.

For this contract on the Project, the Number of Section 3 jobs/training opportunities anticipated is .

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project, and they apply to subrecipients, contractors, and subcontractors.

Contractor commits to award to Section 3 business concerns*, through subcontracts:

- At least 10% of the total dollar amount of all Section 3 covered contracts for construction work arising in connection with housing rehabilitation, housing construction and other public construction; and
- At least 3% of the total dollar amount of non-construction contracts arising in connection with housing rehabilitation, housing construction and other public construction.

*Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) Business is 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of business' full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- c) Business provides evidence of commitment to sub-subcontract in excess of 25 percent of the dollar award of its subcontract to business concerns that meet the qualifications in the above two clauses a and b.

EVIDENCE OF SECTION 3 CERTIFICATION

Any individual seeking employment or training opportunities with Contractor shall complete a Self-Certification Form and provide adequate documentation as evidence of eligibility for preference under the Section 3 program.

Any business seeking Section 3 preference in the awarding of subcontracts or purchase agreements with Contractor shall complete the HUD Section 3 Business Registry. The business seeking Section 3 preference must be able to provide adequate documentation as supporting evidence.

TABLE B
PROJECT WORKFORCE DATA

At Least Thirty Percent (30%) of the aggregate number of *new hires/training opportunities* resulting from funds awarded and continuing thereafter.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/Section 3 Residents*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Section 3 Residents are either residents of public housing or low- or very low-income residents of the Metropolitan Area or non-metropolitan county where the Project is located.

**Local Income levels can be obtained online at <https://www.huduser.gov/portal/datasets/il.html>

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with Section 3 requirements, the Contractor should submit a current list of anticipated new hires as of the date the Section 3 Plan is submitted for approval. A list of employees can be submitted on the Worker Utilization Form included in the appendices **or** an official company form that includes the same information requested on the Worker Utilization Form. **The Contractor must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals.**

PLEASE NOTE: You may check off and initial your choices below from the following list of recommended strategies which may be employed to meet Section 3 goals.

List of Strategies to choose from:	Check Mark	Initials
Establish a Section 3 Coordinator.		
Develop a Section 3 Plan.		
Conduct pre-bid meeting and clearly articulate Section 3 requirements during meeting.		
Make the pre-bid meeting mandatory.		
Conduct networking event after pre-bid meeting.		
Utilize the GOSR Local Workforce Opportunities Program to recruit and attract Section 3 eligible applicants for posted positions.		
Forward procurements to Section 3 and small business concerns		
Forward RFPs to established list of Section 3 firms.		
Clearly indicate on all job applications and websites for job postings that the position is "A Section 3 eligible job opportunity."		
Identify existing employees that may be Section 3 workers.		
Identify existing subcontractors that may qualify as Section 3 businesses.		
Request current list of Section 3 eligible applicants and certified Section 3 businesses from local PHAs, chambers of commerce, ESD, and SBA.		
Advertise job and subcontracting opportunities in local, community papers and job boards in impacted areas and communities.		
Encourage participation in "Meet the Prime" events.		
Provide Subrecipient with acknowledgment of efforts to enforce Section 3		
Partner with the NY Division of Employment and Workforce Solutions (http://labor.ny.gov/dews-index.shtm) to promote special advertisement of Section 3 job postings and opportunities.		
Pro-actively contact and engage organized labor and trade unions.		
Request candidates from Workforce One Career Centers near the Project area.		

The following questions and your responses may be used to identify additional strategies & details.

Q1: What actions will the Contractor take to recruit skilled workers and unskilled workers?

Response: _____

Q2: Which resident associations and organizations will you contact?

Response: _____

Q3: In which newspapers, magazines, journals or other periodicals will you advertise job openings?

Response: _____

Q4: In which locations will you display recruitment posters?

Response: _____

Q5: Which labor unions or apprentice programs will you contact?

Response: _____

Q6: How else will you recruit Section 3 Residents?

Response: _____

Q7: Will you be reaching out to GOSR's Office of Diversity and Civil Rights for assistance in outreach events, training and support in approaching Union based training and apprenticeship programs?

Response: _____

SECTION 3 SUBMISSION OF SUPPORTING DOCUMENTATION

The Contractor shall maintain copies of the following types of supporting documentation as applicable:

The HUD-60002 form includes Part III Summary indicates supporting documentation is required.

As Such, below are samples of the types of documentation applicable but not limited to the following:

- Reporting summary with metrics of strategies selected or described above
- A narrative that ties in all good faith effort components.
- Maintain a database of supporting raw data
- Copies of any Self Certification or Self-Affirmation forms for individuals and businesses.
- Completed Tables A and B (shown above) for all respective Contractors.

SECTION 3 REPORTING & TRAINING

The Governor's Office of Storm Recovery (GOSR) has adopted a web-based compliance management system to help all its Contractors and Subrecipients receiving Federal CDBG-DR funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 Federal reporting requirements.

GOSR offers ***free virtual training sessions*** monthly. They are extensive, detailed and information rich. *Training events have duration of 2.5 hours.* We encourage you to attend as much training as needed and ask questions during your learning process.

Attendees ***must*** have an Elation Systems account. To ***register your organization/firm for a free account*** please go to <https://www.elationsys.com/app/Registration/> and follow the registration instructions to register either as an agency or project owner, or as a contractor. Once registered, you will receive an email inviting you to attend the next scheduled webinar.

We offer two types of training sessions:

- ***Contractor Training:*** Payroll and Accounts company employees
- ***Subrecipient Training:*** Project Owners/Manager(s) and or Construction Manager(s)

2016 Training Calendar	
Contractors	Subrecipients
January 6 th	January 27 th
February 3 rd	February 24 th
March 2 nd	March 30 th
April 6 th	April 27 th
May 4 th	May 25 th
June 1 st	June 29 th
July 6 th	July 27 th
August 3 rd	August 31 st
September 7 th	September 28 th
October 5 th	October 26 th
November 2 nd	November 18 th
No training events offered in December.	

Please note:

*All webinar sessions will be held at **1:30pm EST**, unless otherwise noted. Elation reserves the right to change the Training Dates. Attendees will be notified of any change(s) in advance.

For additional information, contact Elation Systems – support@elationsystems.com

EXHIBIT E

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

DEFINITIONS

“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”: _____

“Contractor”: _____

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PRECEDENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

PART I: REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”).

GENERAL CONDITIONS

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
- 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. DEBARMENT, SUSPENSION, AND INELIGIBILITY. The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. CONFLICTS OF INTEREST. The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. SUBCONTRACTING. The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. ASSIGNABILITY. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).

The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to contracts exceeding \$100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

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

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

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. ACCESS TO RECORDS. The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for three (3) years from the time of closeout of HUD’s grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 1 of the Required State Provisions herein is also satisfied.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

17. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-

Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

22. NONDISCRIMINATION.

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order

11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each

Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with

other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. FAIR HOUSING ACT. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

LABOR PROVISIONS

27. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

30. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

31. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD’s regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

PART II: REQUIRED STATE PROVISIONS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. ACCOUNTING RECORDS. The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

2. NON-ASSIGNABILITY. This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. INDEMNITY. The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. NON-DISCRIMINATION. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights (“Commissioner”), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual’s compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual’s status as an employee, because of such individual’s race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission (“EEOC”) shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment

outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

7. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

8. COPYRIGHT. If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. ENVIRONMENTAL LAWS. Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

10. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. WORKERS' COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

16. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

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

19. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. SUSPENSION OF WORK (for Non-Responsibility). The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

21. TERMINATION (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

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

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or

extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

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

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

PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker’s Compensation. Covering workers’ compensation and employers’ liability and disability benefits as required by the State of New York.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

PART IV: REPORTING

Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov.

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: August 4, 2022

To: Mayor Robert T. Kennedy

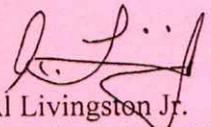
From: Al Livingston Jr., Superintendent of Electric Utilities

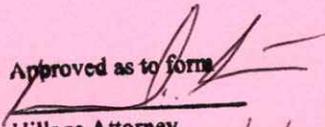
Re: Request to Advertise – Bid #22-10-ELEC-618
Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits

The Village has been awarded grant funds managed through the New York State Governor's Office of Storm Recovery (GOSR) – Infrastructure. One of the approved projects is the construction of a microgrid. A microgrid is a small-scale version of the centralized electricity system that includes all the necessary components to operate in isolation of the centralized grid. Microgrids operate independently and when connected to the grid allow for the import or export of electricity. This enables power continuity in critical areas when power outages and service disruptions affect the wider grid.

The replacement of the downtown underground primary cable will make Freeport's microgrid more resilient and improve the overall system performance of the Village's electric infrastructure. These upgrades require the use of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits.

I request authorization to advertise (pending GOSR approval) a Notice to Bidders on August 25, 2022, in the Freeport Herald and other relevant publications. Specifications would be available from August 29, 2022, to October 7, 2022. The bids would have a returnable date of October 11, 2022. Attached is a copy of the Notice to Bidders for your review. The Village was awarded \$5,500,000.00 to complete the Microgrid project.


Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Village Attorney
8/12/2022

AL:db

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

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

WHEREAS, the Village has been awarded grant funds through the New York State Governor's Office of Storm Recovery (GOSR) – Infrastructure to be used for the construction of a microgrid, a small-scale version of the centralized electricity system that includes all the necessary components to operate in isolation of the centralized grid; and

WHEREAS, multiple components involving generation, transmission, and distribution will make Freeport's microgrid more resilient and improve the overall system performance of the Village's electric infrastructure; and

WHEREAS, these upgrades require the use of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits; and

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

WHEREAS, the Village was awarded \$5,500,000.00 to complete the Microgrid project; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utility, the Village Clerk be and hereby is authorized the advertisement (pending GOSR approval) a Notice to the Bidders for the "Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits," Bid #22-10-ELEC-618, in the Freeport Herald Leader and other relevant publications of general circulation on August 25, 2022 with specifications available from August 29, 2022 to October 7, 2022, with a return date of October 11, 2022.

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

2/12/2022

NOTICE TO BIDDERS

**FURNISHING OF
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15 KV COLD SHRINK SPLICE KITS
FOR
INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK
BID #22-10-ELEC-618**

Sealed Bids for Bid #22-10-ELEC-618 for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits” will be received by the Purchasing Agent of the Incorporated Village of Freeport (Municipality/OWNER), New York, until 11:00 A.M. (Local Time), on Tuesday, October 11, 2022, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Monday, August 29, 2022, until 4:00 P.M. on Friday, October 7, 2022.

No later than forty-five (45) days after the bid opening, the Municipality shall accept bids or reject all bids. After the bid opening, a bid may not be withdrawn prior to the date that is forty-five (45) days after such bid opening. The Municipality reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Municipality will hereby be promoted.

The Municipality is seeking to upgrade its distribution equipment in order to further improve the resiliency and reliability of its electrical system.

This project is being financed with U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds administered by the NYS Governor's Office of Storm Recovery (“GOSR”). Attention of bidders is particularly called to Section 3 requirements,¹ M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts.

The following municipal staff has been designated as the contact for this contract:

Mr. Al Livingston, Jr. (516) 377-2220

Please note that contacting any other staff regarding this Contract may be a violation of state or municipal law, rule or regulation, resulting in a determination of contractor non-responsibility.

¹ “Section 3” refers to Section 3 from the Housing and Urban Development Act of 1968.

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise (MBE)	15%
Women Owned Business Enterprise (WBE)	15%

Each Bidder must complete and submit with his/her bid the “Iranian Investment Activities Certification” in compliance with General Municipal Law 103-g, Iranian Energy Sector Divestment.

Bidders are required to execute a non-collusive bidding certification required by Section 103-d of the General Municipal Law of the State of New York.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts.

The Municipality is an Equal Opportunity Employer.

Bidders are also required to comply with the anti-discrimination provisions of Sections 290-301 of the Executive Law of the State of New York.

The Municipality reserves the right to reject any or all of the Bids received, to re-advertise for Bids, to abandon the project, to waive any or all informalities in any Bid received and to accept any proposal which the Municipality decides to be for the best interest of the Municipality.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – August 25, 2022

VILLAGE OF FREEPORT
Nassau County, New York



Contract and Specifications For
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15 KV COLD SHRINK SPLICE KITS

BID #22-10-ELEC-618

MAYOR

ROBERT T. KENNEDY

TRUSTEES

JORGE A. MARTINEZ
EVETTE B. SANCHEZ

CHRISTOPHER L. SQUERI
RONALD J. ELLERBE

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



Al Livingston Jr., Superintendent
Inc. Village of Freeport

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NOTICE TO BIDDERS
FURNISHING OF
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15 KV COLD SHRINK SPLICE KITS
FOR
INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK
BID #22-10-ELEC-618

Sealed Bids for Bid #22-10-ELEC-618 for the “Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits” will be received by the Purchasing Agent of the Incorporated Village of Freeport (Municipality/OWNER), New York, until 11:00 A.M. (Local Time), on Tuesday, October 11, 2022, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Monday, August 29, 2022, until 4:00 P.M. on Friday, October 7, 2022.

No later than forty-five (45) days after the bid opening, the Municipality shall accept bids or reject all bids. After the bid opening, a bid may not be withdrawn prior to the date that is forty-five (45) days after such bid opening. The Municipality reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Municipality will hereby be promoted.

The Municipality is seeking to upgrade its distribution equipment in order to further improve the resiliency and reliability of its electrical system.

This project is being financed with U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds administered by the NYS Governor's Office of Storm Recovery (“GOSR”). Attention of bidders is particularly called to Section 3 requirements,¹ M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts.

The following municipal staff has been designated as the contact for this contract:

Mr. Al Livingston, Jr. (516) 377-2220

Please note that contacting any other staff regarding this Contract may be a violation of state or municipal law, rule or regulation, resulting in a determination of contractor non-responsibility.

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise	15%
------------------------------------	-----

¹ “Section 3” refers to Section 3 from the Housing and Urban Development Act of 1968.

(MBE)	
Women Owned Business Enterprise (WBE)	15%

Each Bidder must complete and submit with his/her bid the “Iranian Investment Activities Certification” in compliance with General Municipal Law 103-g, Iranian Energy Sector Divestment.

Bidders are required to execute a non-collusive bidding certification required by Section 103-d of the General Municipal Law of the State of New York.

The attention of Bidders is particularly called to the requirements as to the conditions of employment to be observed and the minimum wage rates to be paid under the contracts.

The Municipality is an Equal Opportunity Employer.

Bidders are also required to comply with the anti-discrimination provisions of Sections 290-301 of the Executive Law of the State of New York.

The Municipality reserves the right to reject any or all of the Bids received, to re-advertise for Bids, to abandon the project, to waive any or all informalities in any Bid received and to accept any proposal which the Municipality decides to be for the best interest of the Municipality.

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – August 25, 2022

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

INSTRUCTIONS TO BIDDERS

1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Electric Department Project: “Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits”

2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Monday, August 29, 2022, until 4:00 P.M. on Friday, October 7, 2022.

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

3. FEE FOR BID DOCUMENTS

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

4. FORM

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as part of the bid documents and shall be submitted in a sealed envelope clearly marked “Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold Shrink Splice Kits” along with an electronic copy of the proposal.

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

5. DELIVERY OF PROPOSALS

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

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

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

6. **TAXES**

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

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

7. **BID SECURITY**

Not required.

8. **QUALIFICATIONS OF BIDDERS**

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

9. **INTERPRETATION OF DOCUMENTS**

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

10. ADDENDUM

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

11. MODIFICATIONS

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

12. CORRECTIONS

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

13. WITHDRAWAL

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

14. SUBLETTING OR ASSIGNING THE CONTRACT

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

15. MULTIPLE PROPOSALS

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

16. AGREEMENT

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

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

17. **GUARANTEE**

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

18. **RIGHT TO REJECT BIDS**

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

19. **EXECUTION**

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

20. **DELIVERY**

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

21. **CDBG-DR FUNDED PROJECT**

This project is being financed with U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds administered by the NYS Governor's Office of Storm Recovery ("GOSR"). As a condition to receiving CDBG-DR funds for the Project, the Municipality is required to include the GOSR Supplementary Conditions for Contracts (attached hereto as Appendix A to the General Conditions) in each contract which it enters into for the Project. Attention of Proposers is particularly called to Section 3 requirements, M/WBE goals, Federal labor standards, Federal and State prevailing wage rates, online reporting requirements using Elation System, Inc. and other requirements included in the GOSR Supplementary Conditions for Contracts. M/WBE Requirements – Special attention is directed to the M/WBE requirements contained in the GOSR Supplementary Conditions for Contracts (attached hereto as Appendix C to the General Conditions) and the Supplementary Instructions to Proposers for Participation by Minority and Women Owned Business Enterprises (attached hereto as Appendix D to the General Conditions). All Proposers must submit an M/WBE Utilization Plan with their proposal that utilizes enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote and assist the participation of certified M/WBEs in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprise ("WBE") of the total dollar value of the contract. The successful proposer shall use good

faith efforts to solicit active participation by such M/WBEs in accordance with the Contract Documents and the submitted M/WBE Utilization Plan. The Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A. Section 3 Requirements – Special attention is directed to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly person who are recipients of HUD assistance for housing. A sample Section 3 Plan is included in the Contract Documents. The successful proposer will be required to submit a Section 3 Plan as a condition of contract award. Reporting Requirements – Special attention is called to GOSR reporting requirements. GOSR has adopted the Elation Systems, Inc. web-based compliance management system to assist with Labor Compliance (Davis-Bacon), Minority and Women Owned Business (M/WBE) and Section 3 reporting requirements. The Contractor and its subcontractors must utilize the Elation Systems to satisfy reporting requirements. To this end the Contractor and its subcontractors will be required to register with Elation Systems, Inc. and to attend online training on the use of the system. Prevailing Wages – This project includes both State and Federal prevailing wages. If Federal Davis-Bacon wage rates differ from the New York State prevailing wage rates, then the higher of the two rates shall apply and be paid to eligible workers.

22. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION GOALS

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprise (MBE) 15%
Women Owned Business Enterprise (WBE) 15%

23. EQUAL OPPORTUNITY

The Municipality is an Equal Opportunity employer.

SPECIFICATION
FOR
SINGLE CONDUCTOR - #4/0 – 500 KCMIL
15KV COLD SHRINK SPLICE KITS

INC. VILLAGE OF FREEPORT

ELECTRIC DEPARTMENT

(Freeport Electric)



7-25-2022

Title: Specification for Single Conductor - #4 – 500 KCMIL 15 KV Cold Shrink Splice Kits.

Application: These splice kits are intended for use within Freeport Electric's (FE) underground distribution system.

Specification

1 General

- 1.1 This specification covers the purchase of 15 KV Cold Shrink Splice Kits in the quantity as shown in Proposal Section (Sheet 20). All splices shall be fully rated 15 KV devices designed for underground distribution in manholes. Splices must accommodate unjacketed and jacketed concentric neutral (JCN), flat strap, and tape shield, EPR insulated power cables meeting the requirements of ANSI/IEEE Std. 404 for a 15 kV rating. They shall be rated by the manufacturer for use on 15 kV class cables with 133% insulation systems.

2 Complete Description

- 2.1 Splices shall have a cable insulation O.D. range of 0.84"-1.38" with a minimum cable jacket O.D. of 1.18". Conductor size range shall be 4/0 AWG-500 kcmil.
- 2.2 They shall be rated for continuous operation at 105°C, with an emergency overload temperature rating of 140°C.
- 2.3 The splice shall be capable of joining EPR insulated cables with copper conductors sized from #4/0 AWG to 500 kcmil providing a conductor size transition within this size range. Standard, compact, or compressed type stranded conductors must be accommodated.
- 2.4 Splices shall be of a cold shrink design, requiring no heat source for installation.
- 2.5 The cold shrink splice body must be of a molded design made of silicone rubber.
- 2.6 The splice jacketing shall be made of EPDM rubber.
- 2.7 The splice body and outer jacket shall be black.
- 2.8 The cold shrink core shall be easy to unwind and smooth edged allowing easy hand installation effort without a pulling tool attachment.
- 2.9 The completed splice shall not exceed 26 inches in overall finished length to allow installation in confined space splice boxes. Splices shall be provided with a smooth edged

metallic shield “sock” for carrying the neutral across the completed splice from end to end. The sock shall be short circuit tested for 10 cycles at 40kA and shall have the current capability of 1/3 neutral on 500 kcmil copper cable.

- 2.10 A shearbolt connector shall be furnished with each splice kit to accommodate a range of copper conductor between #4/0 and 500 kcmils. Connectors shall be a maximum of 5.75” and have a minimum of 6 (six) shearbolts.
- 2.11 Splices shall be furnished with an integrated ground braid, minimum #4 AWG, for attaching to an external ground. The braid shall extend 4 feet beyond the cable jacketing after installation.
- 2.12 Splices shall be packaged as one complete kit per cable phase containing the following typical items:
 - A detailed set of instructions
 - Shearbolt connector – 4/0 to 500kcmil
 - A cut back template for easy measurements
 - Cold shrink splice body
 - Constant force springs
 - Non-silicone grease compound
 - Mastic tape
 - Mastic strips
 - Foil tape strips
 - Copper foil shielding tape
 - Adapter tube
 - Wire brush
 - Cleaning pads

3 Warranty

- 3.1 All splices shall be furnished as free from defects in material and manufacture for a period of two years following installation. Damaged or failed splices in conformance with installation specified by the manufacturer shall be replaced at no cost to purchaser for this period of time. The warranty document incorporated herein shall be duly responsible for any defects to electrical equipment other than the splices supplied under this order. The manufacturer shall not be responsible for mechanical or physical damages to the cables or for improper splicing, termination, maintenance or operation which is in accordance with standard recommended practice and procedures.

4 Delivery

- 4.1 Items shall be delivered in one shipment to Village of Freeport Stores, 220 West Sunrise Highway, Freeport, N.Y., within ninety (90) calendar days after award of contract.

5 **Pricing**

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

6 **Bidder's Requirements**

- 6.1 Each bidder shall submit the name of the manufacturer of all termination kits and the complete ordering description and catalog number for the specified termination kits. This information shall be included in the attached Proposal Section (Sheet 20).

7 **Exceptions to the Specification**

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

PROPOSAL
SINGLE CONDUCTOR – #4/0 - 500 KCMIL
15KV COLD SHRINK SPLICE KITS

DATE: _____

NAME: _____

ADDRESS: _____

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

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

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NOTES:

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

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NON-COLLUSIVE BIDDING CERTIFICATION

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

PROPOSAL - CONT'D

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

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

BIDDER: _____

BIDDER'S ADDRESS: _____

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

BIDDER'S TELEPHONE (DAY): _____

(NIGHT - EMERGENCY): _____

FAX NUMBER: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

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

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

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

DATED: THE _____ DAY OF _____, _____

REFERENCES

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

1)

Name: _____

Company: _____

Address: _____

Phone: _____

2)

Name: _____

Company: _____

Address: _____

Phone: _____

3)

Name: _____

Company: _____

Address: _____

Phone: _____

**PROPOSAL SECTION
TO BE FILLED OUT BY BIDDER:**

#4/0 - 500 KCMIL COLD SHRINK 15 KV SPLICE KITS

SPLICE KIT MANUFACTURER	CAT#	KIT QTY	UNIT PRICE	TOTAL PRICE
		60		

ORDERING DESCRIPTION (INCLUDE CONTENTS OF KIT)

BID PROPOSAL

**“Furnishing of Single Conductor - #4/0 – 500 KCMIL, 15 KV Cold
Shrink Splice Kits”
as per specifications, or equal**

NAME OF BIDDER _____
ADDRESS _____
MAILING ADDRESS/P.O. BOX _____
TELEPHONE NO. () _____
FAX NO. _____
EMAIL _____

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

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

_____ \$ _____
(Write Total Amount in Words)

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

(Signature of Bidder) (Title) (Date)

(Print or Type Name) (Telephone)

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

EXHIBIT A

GOSR SIGNAGE REQUIREMENTS



NY RISING COMMUNITY RECONSTRUCTION PROGRAM PROJECT SIGN REQUIREMENTS

All projects funded through GOSR are required to have a weatherproof outdoor project sign. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or an administrative expense. Specifications for project signs should conform to the following.

A. Sign Specifications

Installation

1. Install sign at the site within one week of the start of construction.
2. Erect sign in a prominent location, secure from vandalism.

Materials

1. Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.
2. Primer: As recommended by finish coat manufacturer for the substrate and finish material.
3. Lettering and striping shall be uniform with sharp, neat profiles.
4. "Optional Information" included on sign shall be visually subordinate to other information provided.
5. Supports: Treated D.F. posts.

Maintenance and Removal

1. Maintain the sign plumb and level for the duration of the work.
2. The sign must be removed from the property 60 days after final payment or project completion, whichever is later.

B. Sign Design

The sign design layout must follow the sample layout shown below.

C. Sign Placement

1. With respect to placement, traffic control signs, regulatory, warning, and guide signs have a higher priority than GOSR signage.
2. In no case shall these signs be placed such that they obscure road users' view of other traffic control devices.
3. GOSR signs should be placed where they can be easily identified with the corresponding projects.
4. If the placement of GOSR signs conflicts with newly installed higher priority signs, or traffic signals, or temporary traffic control devices, or other priority devices, the sign should be relocated.
5. Due to public safety concerns, GOSR signs should not be allowed at the following locations:
 - On the front, back, adjacent to or around any traffic control device, including traffic signs, signals, changeable message signs, traffic control device posts or structures, or bridge piers.
 - At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include, but are not limited to exit and entrance ramps, intersections controlled by traffic signals or by stop or yield signs, highway-rail grade crossings, and areas of limited sight distance.

PUMP STATION • VILLAGE OF BAYVILLE, NY

Governor Andrew M. Cuomo
State of New York
Governor's Office of Storm Recovery



Governor's Office of
Storm Recovery

Insert Subrecipient's
Logo here



Insert Subrecipient Information here

For more information on this project, please visit www.stormrecovery.ny.gov



This project is made possible by a grant from the State's Housing Trust Fund Corporation, funded by the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) Program



EXHIBIT B

VENDOR RESPONSIBILITY QUESTIONNAIRE

Instructions for New York State Vendor Responsibility Questionnaires

Although it is recommended that vendors complete their questionnaires online using the New York State VendRep System, the four (4) questionnaires found on the VendRep System are also available in paper format.

The questionnaires are intended to elicit information based on vendor type (For-Profit or Not-for-Profit) and activity (Construction or Non-Construction). Each vendor should select the questionnaire that most closely reflects its business characteristics or as directed by an agency's solicitation instructions. The available vendor questionnaires are:

- For-Profit
- For-Profit Construction
- Not-for-Profit
- Not-for-Profit Construction

Business Entities may print the PDF version of a questionnaire form and complete it manually or may select the MS Word version and complete the questionnaire on a computer. Completing the questionnaire in MS Word allows the questionnaire to be saved on the user's computer and updated in the event that the vendor's information changes.

The person(s) completing the vendor responsibility questionnaire must be knowledgeable about the vendor's business and operations. The certification at the end of each questionnaire must be completed by an owner or officer of the Business Entity and must be notarized to be complete.

Business Entities must answer every question contained in the selected questionnaire¹. Most questions require "Yes" or "No" answers and request additional information where necessary. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. For paper submissions, responses that require additional information must include an attachment containing this information.

If the submitting Business Entity is a Joint Venture, one questionnaire must be submitted for the Joint Venture plus each Business Entity comprising the Joint Venture must also submit separate questionnaires.

¹ If the Business Entity uses a Social Security Number (SSN) as its identification number, providing the SSN on the questionnaire is optional. Individuals and Sole Proprietors may use an SSN but are encouraged to obtain and use an Employer Identification Number.

EXHIBIT C

M/WBE UTILIZATION PLANS

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:		Project Name:	
Offeror's Name:		Federal ID Number:	
Address:		Contract Number (if applicable):	
City State & Zip Code:		Phone:	
Location of Work:			

<i>M/WBE Target Goal</i>			<i>Proposed M/WBE Participation</i>		
<i>Category</i>	<i>Percentage</i>	<i>Amount</i>	<i>Category</i>	<i>Percentage</i>	<i>Amount</i>
MBE:	%	\$	MBE:	%	\$
WBE:	%	\$	WBE:	%	\$
Totals:	%	\$	Totals:	%	\$

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/ Supplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name:						
	Address:						
	Email:						
	Phone:						
B	Name:						
	Address:						
	Email:						
	Phone:						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:	
Name of Preparer:	
Authorized Signature:	
Date:	
Email:	
Phone:	

EXHIBIT D
SECTION 3 PLAN



[Name of Contractor]

Section 3 Plan

Address: _____

Phone: _____

Email: _____

Website: _____

Auth'd Representative: _____

Project Name: _____

SUBRECIPIENT NAME: (“Subrecipient”)
CONTRACTOR NAME: (“Contractor”)
PROJECT NAME: (the “Project”)

GENERAL POLICY STATEMENT

Section 3 Policy Overview

Section 3 (24 CFR Part 135.30) of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)¹ is intended to ensure that, to the greatest extent feasible, low- and very low-income persons receive benefits in employment and related economic opportunities when such opportunities are generated by funding from HUD. It also specifically encourages economic opportunities for households who are recipients of government assistance for housing. The Section 3 program requires that recipients of HUD funds, to the greatest extent feasible, provide (a) employment and training and (b) contracting opportunities for low- or very low-income residents in connection with construction projects (“Section 3 eligible projects”) in their neighborhoods.

SECTION 3 PLAN & PURPOSE

This document serves as the Section 3 Plan for Contractor’s work on the Project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. This document contains goal requirements for awarding contracts to Section 3 Business Concerns and employment opportunities for individuals.

The regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 business concerns other than as needed to fulfill regulatory obligations for covered projects and activities. Contractors are not required to hire or enter into contracts with unqualified Section 3 residents or business concerns simply to meet the Section 3 goals, as anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought. However contractors must document their outreach efforts and, to the greatest extent feasible, attempt to source qualified Section 3 residents and business concerns to meet the goal. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project. They apply to subrecipients and to their contractors and subcontractors.

Contractor will, to the greatest extent feasible, strive to comply with the goals established. The numerical goals established in this section represent minimum numerical targets for employment opportunities and training to Section 3 residents. A Section 3 resident is a public housing resident or a low-income or very low-income person who lives in the metropolitan area or non-metropolitan county where the Project is located. Local income levels for the Project area can be obtained online at <http://www.huduser.org/DATASETS/il.html>. The goals are as follows:

¹ http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12047.pdf

- Thirty Percent (30%) of the aggregate number of new hires/training opportunities resulting from funds awarded and continuing thereafter.

Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible.

For this contract on the Project, the Number of Section 3 jobs/training opportunities anticipated is .

NUMERICAL GOALS FOR CONTRACTING ACTIVITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project, and they apply to subrecipients, contractors, and subcontractors.

Contractor commits to award to Section 3 business concerns*, through subcontracts:

- At least 10% of the total dollar amount of all Section 3 covered contracts for construction work arising in connection with housing rehabilitation, housing construction and other public construction; and
- At least 3% of the total dollar amount of non-construction contracts arising in connection with housing rehabilitation, housing construction and other public construction.

*Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) Business is 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of business' full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- c) Business provides evidence of commitment to sub-subcontract in excess of 25 percent of the dollar award of its subcontract to business concerns that meet the qualifications in the above two clauses a and b.

EVIDENCE OF SECTION 3 CERTIFICATION

Any individual seeking employment or training opportunities with Contractor shall complete a Self-Certification Form and provide adequate documentation as evidence of eligibility for preference under the Section 3 program.

Any business seeking Section 3 preference in the awarding of subcontracts or purchase agreements with Contractor shall complete the HUD Section 3 Business Registry. The business seeking Section 3 preference must be able to provide adequate documentation as supporting evidence.

TABLE B
PROJECT WORKFORCE DATA

At Least Thirty Percent (30%) of the aggregate number of *new hires/training opportunities* resulting from funds awarded and continuing thereafter.

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/Section 3 Residents*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Section 3 Residents are either residents of public housing or low- or very low-income residents of the Metropolitan Area or non-metropolitan county where the Project is located.

**Local Income levels can be obtained online at <https://www.huduser.gov/portal/datasets/il.html>

LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS

In compliance with Section 3 requirements, the Contractor should submit a current list of anticipated new hires as of the date the Section 3 Plan is submitted for approval. A list of employees can be submitted on the Worker Utilization Form included in the appendices **or** an official company form that includes the same information requested on the Worker Utilization Form. **The Contractor must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals.**

PLEASE NOTE: You may check off and initial your choices below from the following list of recommended strategies which may be employed to meet Section 3 goals.

List of Strategies to choose from:	Check Mark	Initials
Establish a Section 3 Coordinator.		
Develop a Section 3 Plan.		
Conduct pre-bid meeting and clearly articulate Section 3 requirements during meeting.		
Make the pre-bid meeting mandatory.		
Conduct networking event after pre-bid meeting.		
Utilize the GOSR Local Workforce Opportunities Program to recruit and attract Section 3 eligible applicants for posted positions.		
Forward procurements to Section 3 and small business concerns		
Forward RFPs to established list of Section 3 firms.		
Clearly indicate on all job applications and websites for job postings that the position is "A Section 3 eligible job opportunity."		
Identify existing employees that may be Section 3 workers.		
Identify existing subcontractors that may qualify as Section 3 businesses.		
Request current list of Section 3 eligible applicants and certified Section 3 businesses from local PHAs, chambers of commerce, ESD, and SBA.		
Advertise job and subcontracting opportunities in local, community papers and job boards in impacted areas and communities.		
Encourage participation in "Meet the Prime" events.		
Provide Subrecipient with acknowledgment of efforts to enforce Section 3		
Partner with the NY Division of Employment and Workforce Solutions (http://labor.ny.gov/dews-index.shtm) to promote special advertisement of Section 3 job postings and opportunities.		
Pro-actively contact and engage organized labor and trade unions.		
Request candidates from Workforce One Career Centers near the Project area.		

The following questions and your responses may be used to identify additional strategies & details.

Q1: What actions will the Contractor take to recruit skilled workers and unskilled workers?

Response: _____

Q2: Which resident associations and organizations will you contact?

Response: _____

Q3: In which newspapers, magazines, journals or other periodicals will you advertise job openings?

Response: _____

Q4: In which locations will you display recruitment posters?

Response: _____

Q5: Which labor unions or apprentice programs will you contact?

Response: _____

Q6: How else will you recruit Section 3 Residents?

Response: _____

Q7: Will you be reaching out to GOSR's Office of Diversity and Civil Rights for assistance in outreach events, training and support in approaching Union based training and apprenticeship programs?

Response: _____

SECTION 3 SUBMISSION OF SUPPORTING DOCUMENTATION

The Contractor shall maintain copies of the following types of supporting documentation as applicable:

The HUD-60002 form includes Part III Summary indicates supporting documentation is required.

As Such, below are samples of the types of documentation applicable but not limited to the following:

- Reporting summary with metrics of strategies selected or described above
- A narrative that ties in all good faith effort components.
- Maintain a database of supporting raw data
- Copies of any Self Certification or Self-Affirmation forms for individuals and businesses.
- Completed Tables A and B (shown above) for all respective Contractors.

SECTION 3 REPORTING & TRAINING

The Governor's Office of Storm Recovery (GOSR) has adopted a web-based compliance management system to help all its Contractors and Subrecipients receiving Federal CDBG-DR funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 Federal reporting requirements.

GOSR offers ***free virtual training sessions*** monthly. They are extensive, detailed and information rich. *Training events have duration of 2.5 hours.* We encourage you to attend as much training as needed and ask questions during your learning process.

Attendees ***must*** have an Elation Systems account. To ***register your organization/firm for a free account*** please go to <https://www.elationsys.com/app/Registration/> and follow the registration instructions to register either as an agency or project owner, or as a contractor. Once registered, you will receive an email inviting you to attend the next scheduled webinar.

We offer two types of training sessions:

- ***Contractor Training:*** Payroll and Accounts company employees
- ***Subrecipient Training:*** Project Owners/Manager(s) and or Construction Manager(s)

2016 Training Calendar	
Contractors	Subrecipients
January 6 th	January 27 th
February 3 rd	February 24 th
March 2 nd	March 30 th
April 6 th	April 27 th
May 4 th	May 25 th
June 1 st	June 29 th
July 6 th	July 27 th
August 3 rd	August 31 st
September 7 th	September 28 th
October 5 th	October 26 th
November 2 nd	November 18 th
No training events offered in December.	

Please note:

*All webinar sessions will be held at **1:30pm EST**, unless otherwise noted. Elation reserves the right to change the Training Dates. Attendees will be notified of any change(s) in advance.

For additional information, contact Elation Systems – support@elationsystems.com

EXHIBIT E

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

DEFINITIONS

“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”: _____

“Contractor”: _____

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PRECEDENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

PART I: REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”).

GENERAL CONDITIONS

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
- 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. DEBARMENT, SUSPENSION, AND INELIGIBILITY. The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. CONFLICTS OF INTEREST. The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. SUBCONTRACTING. The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. ASSIGNABILITY. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).

The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to contracts exceeding \$100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

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

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

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. ACCESS TO RECORDS. The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for three (3) years from the time of closeout of HUD’s grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 1 of the Required State Provisions herein is also satisfied.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

17. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-

Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

22. NONDISCRIMINATION.

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order

11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each

Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with

other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. FAIR HOUSING ACT. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

LABOR PROVISIONS

27. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

30. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

31. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD’s regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

PART II: REQUIRED STATE PROVISIONS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. ACCOUNTING RECORDS. The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

2. NON-ASSIGNABILITY. This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. INDEMNITY. The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. NON-DISCRIMINATION. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights (“Commissioner”), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual’s compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual’s status as an employee, because of such individual’s race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission (“EEOC”) shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment

outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

7. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

8. COPYRIGHT. If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. ENVIRONMENTAL LAWS. Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

10. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. WORKERS' COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

16. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

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

19. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. SUSPENSION OF WORK (for Non-Responsibility). The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

21. TERMINATION (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

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

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or

extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

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

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

PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker’s Compensation. Covering workers’ compensation and employers’ liability and disability benefits as required by the State of New York.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

PART IV: REPORTING

Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov.

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: August 15, 2022
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Request to Advertise – Bid #22-11-ELEC-619
Furnishing of Station Service Transformer Replacements

On January 29, 2022, during a run of our LM6000 one of our two 13,800/4160V transformers failed which resulted in an emergency shutdown of the engine. The system operator immediately switched over to the backup station service transformer which failed and tripped off line as well.

Unfortunately, both transformers suffered substantial damage and neither could be utilized. It was then necessary for us to rent a transformer. We need to secure replacement transformers as soon as possible.

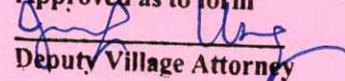
I request authorization to advertise a Notice to Bidders on August 25, 2022, in the Freeport Herald and other relevant publications. Specifications would be available from August 29, 2022, to October 28, 2022. The bids would have a returnable date of November 1, 2022. Attached is a copy of the Notice to Bidders for your review. The cost of the transformers and installation will be charged to E 110000, WO #2492. There are sufficient funds available for this expense.



Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 29, 2022, during a run of the Electric Utilities LM6000 one of the two 13,800/4160V transformers failed which resulted in an emergency shutdown of the engine; the system operator immediately switched over to the backup station service transformer, which failed and tripped offline as well; and

WHEREAS, both transformers suffered substantial damage and neither could be utilized, and the Electric Utility needs to secure replacement transformers as soon as possible; and

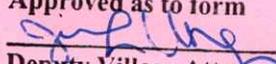
WHEREAS, the Superintendent of Electric Utilities is requesting Board authorization to advertise a Notice to Bidders Station Service Transformer Replacements, Bid #22-11-ELEC-619; and

WHEREAS, the cost of the transformers and installation will be charged to E 110000, WO #2492, and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized the advertisement a Notice to the Bidders for the "Furnishing of Station Service Transformer Replacement, Bid #22-11-ELEC-619", in the Freeport Herald Leader and other relevant publications of general circulation on August 25, 2022 with specifications available from August 29, 2022 to October 28, 2022, with a return date of November 1, 2022.

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

NOTICE TO BIDDERS
STATION SERVICE TRANSFORMER REPLACEMENTS
BID #22-11-ELEC-619
FOR
INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for "Station Service Transformer Replacements" until 11:00 A.M. on Tuesday, November 1, 2022, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

The Village will schedule a mandatory pre-bid project walk through for all interested Bidders on Wednesday, September 14, 2022, with a rain date of Thursday, September 15, at 11:00 AM at Freeport Power Plant 2, 289 Buffalo Avenue, Freeport, NY 11520. If a Vendor does not attend the Site Survey, that Vendor will not be allowed to respond to the bid. The supplier shall have power plant experience and an established safety program with verifiable metrics along with current references from other operating power plant projects. Specifications and proposed contracts may be obtained at the Purchasing Department, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, NY 11520 from 9:00 A.M. Monday, August 29, 2022 until 4:00 P.M. Friday, October 28, 2022.

Each Bid must be accompanied by a Bid Bond issued by a surety licensed to conduct business in New York State and on the current list of "Surety Companies Acceptable on Federal Bonds" as published in Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury, in an amount not less than 10% percent of the amount of the Bid submitted.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

Issue Date – August 25, 2022

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

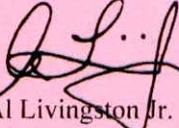
Date: August 12, 2022
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: **Memo – LiRo Engineering Change Order – A/E Engineering Services for the Redundant Energy Supply at Power Plant #1 Project**

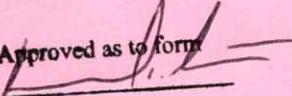
LiRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791 was awarded Contract “18-03-ELEC-437 Architectural/Engineering Design, Bidding and Construction Administration and Inspection Services for Redundant Energy Supply at Power Plant #1.

Due to Covid-19 delays and supply chain issues, the preliminary engineering construction services for shop drawing review and meetings has already exceeded the anticipated construction period. The current construction schedule issued by the contractor indicates an estimated completion in early 2023. LiRo Engineers, Inc., and its sub-consultants will need to continue providing construction support services under this additional service proposal. This additional service proposal includes additional reviews by the engineering team, as well as additional submittal review meetings with the contractor and equipment vendors. This additional time is beyond the expectations of engineering effort of the base scope. The additional cost of change order #4 is \$143,025.00.

On May 2, 2022, the Board approved Change Order #4 for \$143,025.00. GOSR has only approved \$141,768.00 of that amount (please see the attached GOSR Cost Reasonableness Memorandum). The Village will have to fund the remaining balance of \$1,257.00. The total project cost for A/E Services provided by LiRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791 is \$529,510.00.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve the RES Change Order for \$143,025.00, with GOSR funding \$141,768.00 and the Village funding the balance. The cost of the remaining balance (\$1,257.00) will be charged to E-1100002454. There are sufficient funds available.


Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Village Attorney
8/15/2022

AL:db

Attachments

cc: Howard E. Colton, Village Attorney
Kim Wehner, Purchasing Agent
Pamela Walsh Boeing, Village Clerk

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

WHEREAS, on April 2, 2018, the Board awarded the contract for “18-03-ELEC-437 Architectural/Engineering Design, Bidding and Construction Administration and Inspection Services for Redundant Energy Supply at Power Plant #1” to LiRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791, for a cost of \$350,000; and on November 30, 2020, January 11, 2021 and July 12, 2021, the Board approved three change orders for a new total cost not to exceed \$386,485; and

WHEREAS, on May 2, 2022, the Board approved Change Order #4 in the amount of \$143,025.00 for additional engineering scope of services from LiRo Engineers, Inc.; and

WHEREAS, GOSR has only approved \$141,768.00 of that amount; and

WHEREAS, the Superintendent of Electric is requesting the Board to retroactively approve the Redundant Energy Supply Change Order #4 provided by LiRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791, for the Redundant Energy Supply at Power Plant 1 project in the amount of \$143,025.00, with GOSR funding \$141,768.00 and the Village funding the remaining balance of \$1,257.00 (the total project cost of \$529,510.00); and

WHEREAS, the cost of the remaining balance (\$1,257.00) will be charged to E-1100002454, and there are sufficient funds available; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to retroactively approve the Redundant Energy Supply Change Order #4 provided by LiRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791, for the Redundant Energy Supply at Power Plant 1 project in the amount of \$143,025.00, with GOSR funding \$141,768.00 and the Village funding the remaining balance of \$1,257.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

**Governor's Office of Storm Recovery
Cost Reasonableness Memorandum
For A/E Services**

Subrecipient:

Village of Freeport, New York

Project Name:

Freeport Redundant Energy Power Supply Power Plant I CO #2

Name of Selected Firm:

LiRo Engineers Inc.

The Village of Freeport issued a Request for Proposals (RFP) for licensed professional A/E firms best qualified to install a "black start" generator at Freeport's Power Plant I to help ensure that the community can rapidly restore power even in the event of a system shutdown or blackout. Superstorm Sandy resulted in extended power outages throughout the community. This project will reduce the degree and duration of such power outages in the future. The generator allows for electricity to be generated using oil and, black start capabilities allow for Freeport Electric to kick start other generators located at Power Plant I if a system-wide interruption occurs.

The location of the proposed improvements, in Power Plant I, is the only Freeport Electric power plant located outside of the NYS Department of State (DOS) identified risk areas in Freeport. Upon completion of this project, the recovering community will have a more reliable, cleaner, and less costly source of electric power. The successful Respondent will assist The Incorporated Village of Freeport with all basic services necessary for Architectural/Engineering Design, Bidding, Construction, Administration, and Inspection of this project including complete testing and full integration into service of the engine generator and all required electrical peripherals and facilities in accordance with HUD and GOSR requirements and timetables.

The Village of Freeport published the RFP and received five responses, which were subjected to the evaluation process described in the RFP. The selected firm was LiRo Engineers, Inc. (LiRo).

Change Order #2 is for additional services during construction as a result of an extended construction duration. CSA Group (CSA) prepared an independent cost estimate (ICE) for the services that are required for the associated services and submitted it to Hunt, Guillot & Associates (HGA) on July 18, 2022.

CSA reviewed the change order scope of services, the pricing details in LiRo Engineers Inc. (LIRO) proposal, for the Services and develop the Cost Reasonableness Memorandum. A comparison of the ICE and the budget proposal submitted is provided below in **Table 1.1** below.

Governor's Office of Storm Recovery
 Cost Reasonableness Memorandum
 For A/E Services

Table 1. Comparison of ICE to Submitted Cost Proposal

Scope of Services	Independent Cost Estimate (ICE)	LiRo Engineers Inc. (LIRO)
Additional Design Engineering Services		
Design Services Labor Costs	\$0.00	\$0.00
Construction Management Services		
Progress Meetings	\$32,530.00	\$48,585.59
Shop Drawing Reviews	\$30,030.00	\$25,100.89
Factory Witness Testing	\$25,030.00	\$34,311.70
Additional Filing Services	\$37,540.00	\$35,026.82
	\$125,130.00	\$143,025.00
Extra /Additional Services Allowance		\$0.00
Additional Services Allowance Costs	\$0.00	\$0.00
Total Labor Costs	\$125,130.00	\$143,025.00
Other Direct Costs	\$3,750.00	\$0.00
Mileage		
Miscel. ODCs		
Total ODC	\$3,750.00	\$0.00
Labor Effort (Hrs)	800.00	775.00
Composite Billing Rate (\$/Hr.)	\$156.41	\$184.55
Difference Composite Billing Rate (\$/Hr.)		\$28.14
Difference Composite Billing Rate - %		17.99%
Total Services Costs	\$128,880.00	\$143,025.00
Difference from ICE		\$14,145.00
Percent difference from ICE		10.98%

**Governor's Office of Storm Recovery
Cost Reasonableness Memorandum
For A/E Services**

The following observations are based on CSA's evaluation of the documents reviewed:

1. The Cost Price Summary submitted by LIRO was in the amount of **\$143,025.00**. The proposal submittal information did not include the associated Overhead & Profit percent used in the calculation for their submitted costs. **CSA recommends that the Town obtain a Current Overhead Audit report and Certified payroll information from LIRO prior to final acceptance.**
2. LIRO's additional Services cost for the associated Change Order scope of work is **14.30% (\$17,895.00) more** than the amount forecasted in the ICE. CSA finds the costs for the required scope of services high. It is CSA's opinion that this difference is primarily due to the average billing rate and effort for the additional services.
3. The composite billing rate forecasted by the ICE is **\$156.41 / Hr. with 800.00 hours** of effort. The composite billing rate in LIRO's proposal is **\$184.55 /Hr. with 775.00 hours** of effort. LIRO's Composite billing rate is **17.99% (\$28.14/Hr.) more** than the amount forecasted in by the ICE. CSA finds the Composite Billing Rate high. **CSA recommends that the Town obtain a Current Overhead Audit report and Certified payroll information from LIRO prior to final acceptance.**
4. LIRO's Proposal did not include Other Direct Costs (ODC's). The ICE forecasted an ODC amount for the required services of \$3,750.00. CSA recommends that the Town obtains confirmation from LIRO that the work can be completed successfully without the need for ODC's.
5. LIRO's total proposed costs for the required services is **\$143,025.00**. The ICE forecasted an amount of \$128,880.00. This is **10.98% (\$14,145.00) more** than the amount forecasted by the ICE. CSA finds the total costs for the required scope of services high. **It is CSA opinion that a more reasonable cost for the associated services is \$141,768.00.**

CSA has reviewed the price data, technical and construction requirements for the project by the selected firm and has determined as explained above that \$141,768.00 is a reasonable amount for the required services.



Signature

August 9, 2022

Date

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

DIRECTIVE

TO: Howard E. Colton, Village Attorney October 8, 2014

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 6, 2014:

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

A RESOLUTION AUTHORIZING THE INCORPORATED VILLAGE OF FREEPORT TO ENTER INTO THE REQUIRED SUBRECIPIENT AGREEMENT WITH THE HOUSING TRUST FUND CORPORATION AS REQUIRED IN THE IMPLEMENTATION OF THE NY STATE COMMUNITY DEVELOPMENT BLOCK GRANT—DISASTER RECOVERY (CDBG-DR) PROGRAM; AND, TO AUTHORIZE THE MAYOR TO SIGN ANY AND ALL DOCUMENTS REQUIRED IN THE IMPLEMENTATION OF THE PROGRAM.

WHEREAS, in the aftermath of Superstorm Sandy, the United States Congress, through Public Law passed the Disaster Relief Appropriations Act of 2013 (Public Law 113-2, approved January 29, 2013), as amended (the “Act”), appropriating \$16 billion, later reduced to \$15.18 billion, to the U.S. Department of Housing and Urban Development (“HUD”) for Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Superstorm Sandy and other eligible events, including Hurricane Irene and Tropical Storm Lee, in calendar years 2011, 2012, and 2013 (the “Storms”), subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and,

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 14,329), published March 5, 2013, titled, “*Allocations, Common Applications, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy* (as amended),” the State has received an allocation of CDBG-DR funds from HUD in the amount of \$1,713,960,000; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 69,104), entitled *Second Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in*

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

Response to Hurricane Sandy (as amended),” the State has received a second allocation of CDBG-DR funds from HUD in the amount of \$2,097,000,000; and

WHEREAS, HUD requires the State to spend 80% of all CDBG-DR funds so allocated within the counties of Nassau, Rockland, Suffolk, Westchester, Bronx, Kings, New York, Queens, and Richmond; and

WHEREAS, in accordance with HUD directive, the Incorporated Village of Freeport has been notified of its ability to participate in the NY State Community Development Block Grant--Disaster Recovery (CDBG-DR); and

WHEREAS, implementation of the CDBG-DR Recovery Program requires the execution of the Subrecipient Agreement between Incorporated Village of Freeport and the Housing Trust Fund Corporation, attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees, on behalf of the Incorporated Village of Freeport that, the Mayor be hereby authorized to enter into the required Subrecipient Agreement with the Housing Trust Fund Corporation to secure Community Development Block Grant—Disaster Recovery (CDBG-DR) funds; and, to sign any and all documents required in the administration of the New York State CDBG-DR Recovery Program.

The Clerk polled the Board as follows:

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

Copy to:

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

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 January 13, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 11, 2021:

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

WHEREAS, on June 1, 2020, the Board approved the request to advertise a notice to bidders for the design and construction of a generating unit at Power Plant 1 and the responses received on the return date of October 6, 2020 were over budget; and

WHEREAS, LiRo (LiRo) Engineers, Inc., Three Aerial Way, Syosset, New York, 11791, the firm that prepared the bid specifications (whose services were awarded by the Board on April 2, 2018) needs to make modifications (structural and electrical) to the specifications before the project can be re-bid; and

WHEREAS, on November 30, 2020, the Board approved additional funding of \$21,560.00 to add these duties to LiRo's scope of services; and

WHEREAS, additional changes are needed to LiRo's scope of services in order to modify the specifications from a black start to a continuous operation engine and the cost to make these changes to the specifications will be \$10,925.00; and

WHEREAS, this service shall be funded through WO #2408 and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that the Board approve bid specifications modifications to the Redundant Energy at Power Plant 1 project to be completed by LiRo Engineers, Inc., Three Aerial Way, Syosset, New York, 11791 for a cost of \$10,925.00.

The Clerk polled the Board as follows:

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

cc:

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

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

<u>X</u> <u>Attorney</u>	<u>X</u> <u>File</u>	<u>X</u> <u>Treasurer</u>
<u>X</u> <u>Bldg. Dept.</u>	<u>X</u> <u>Personnel</u>	<u>X</u> <u>Dep. Treasurer</u>
<u>Board & Comm.</u>	<u>X</u> <u>Police Dept.</u>	<u>X</u> <u>Dep. V. Clerk</u>
<u>X</u> <u>Claims Examiner Aide</u>	<u>X</u> <u>Publicity</u>	<u>OTHER</u>
<u>X</u> <u>Comptroller</u>	<u>X</u> <u>Public Works</u>	
<u>X</u> <u>Court</u>	<u>X</u> <u>Purchasing</u>	

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities December 3, 2020

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 30, 2020:

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

WHEREAS, on June 1, 2020, the Board approved the request to advertise a notice to bidders for the design and construction of a generating unit at Power Plant 1 and the responses received on the return date of October 6, 2020 were over budget; and

WHEREAS, LiRo (LiRo) Engineers, Inc., Three Aerial Way, Syosset, New York, 11791, the firm that prepared the bid specifications needs to make modifications (structural and electrical) to the specifications before the project can be re-bid; and

WHEREAS, LiRo will be attending up to three virtual meetings, attend one pre-bid walkthrough and provide coordination to the bidding process, the Superintendent of Electric Utilities is requesting approval to add these duties to LiRo's scope of services for a cost of \$21,560.00; and

WHEREAS, this service shall be funded through WO #2408 and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that the Board approve bid specifications modifications to the Redundant Energy at Power Plant 1 project to be completed by LiRo Engineers, Inc., Three Aerial Way, Syosset, New York, 11791 for a cost of \$21,560.00.

The Clerk polled the Board as follows:

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

cc:

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

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

<u>X</u>	<u>Claims Examiner Aide</u>	<u>Publicity</u>	<u>OTHER</u>
<u>X</u>	<u>Comptroller</u>	<u>X</u>	<u>Public Works</u>
<u>X</u>	<u>Court</u>	<u>X</u>	<u>Purchasing</u>

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 4, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 2, 2022:

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

WHEREAS, on April 2, 2018, the Board awarded the contract for “18-03-ELEC-437 Architectural/Engineering Design, Bidding and Construction Administration and Inspection Services for Redundant Energy Supply at Power Plant #1” to LiRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791, for a cost of \$350,000; and

WHEREAS, on November 30, 2020, January 11, 2021 and July 12, 2021, the Board approved three change orders for a new total cost not to exceed \$386,485; and

WHEREAS, construction administration services conducted by LiRo Engineers, Inc. are currently underway, however due to COVID-19 delays and supply chain issues, the engineering construction services for shop drawing review and meetings went beyond the anticipated construction schedule, and the revised construction schedule has an estimated completion date of early 2023; and

WHEREAS, additionally, during the shop drawing review process, the submittals were broken down into multiple submissions due to the long lead times which required additional review by the engineering team and additional submittal review meetings with the contractor and equipment vendors; and

WHEREAS, this extra work is outside the scope of the contract with LiRo, and the extra work is anticipated to cost \$143,025.00; and

WHEREAS, the cost of this additional scope of work will be funded by GOSR; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to retroactively approve the Redundant Energy Supply Change Order #4 in the amount of \$143,025.00 for additional engineering scope of services from LiRo Engineers, Inc., Three Aerial Way, Syosset, New York 11791, for the Redundant Energy Supply at Power Plant 1 project with a total project cost of \$529,510, pending GOSR approval.

The Clerk polled the Board as follows:

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

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
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	<u>OTHER</u>
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

FREEPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

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

August 12, 2022

To: Mayor Robert T. Kennedy
Board of Trustees

Re: DR Data – Emergency Management, Alarm Ordinance and Clerk's Office

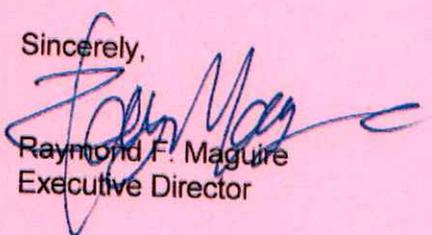
Attached please find a proposed supplemental contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872. In consideration of a not to exceed amount of \$ 8,000.00, DR Data will provide additional services including but not limited to the following for the period of 03/01/22 – 02/28/23:

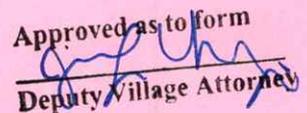
- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Swiftreach messages for the Clerk's Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Emergency Swiftreach messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

There are additional responsibilities and functions that are delineated in the attached proposal.

We respectfully request your consideration in approving this supplement to the DR Data Contract. This will allow for seamless continuation of the important functions as outlined. If approved we would also ask that \$ 8,000.00 be transferred from Emergency Management Regular salaries A348901 510100 to Fire Department Svs Contracts A341104 542800.

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form

Deputy Village Attorney

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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the fiscal year 2022 - 2023 operating budget:

FROM:

A348901 510100 Emergency Management Regular salaries \$8,000.00

TO:

A341104 542800 Fire Department Svs Contracts \$8,000.00

Total: \$8,000.00

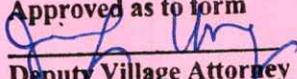
WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover the cost of contract employees; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

The Clerk polled the Board 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

FREEPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

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

August 12, 2022

To: Mayor Robert T. Kennedy
Board of Trustees

Re: DR Data – Emergency Management, Alarm Ordinance and Clerk's Office

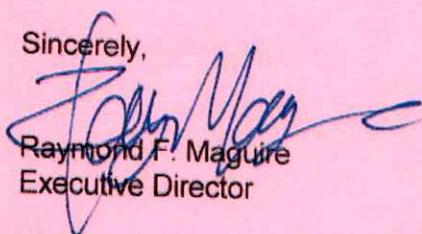
Attached please find a proposed supplemental contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872. In consideration of a not to exceed amount of \$ 8,000.00, DR Data will provide additional services including but not limited to the following for the period of 03/01/22 – 02/28/23:

- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Swiftreach messages for the Clerk's Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Emergency Swiftreach messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

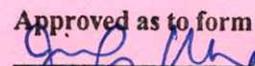
There are additional responsibilities and functions that are delineated in the attached proposal.

We respectfully request your consideration in approving this supplement to the DR Data Contract. This will allow for seamless continuation of the important functions as outlined. If approved we would also ask that \$ 8,000.00 be transferred from Emergency Management Regular salaries A348901 510100 to Fire Department Svs Contracts A341104 542800.

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form


Deputy Village Attorney

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

WHEREAS, on May 23, 2022, the Board approved a professional services contract for computer programming and data management/disbursement expert relative to the operations of the Freeport Fire Department and Emergency Management, as well as the Length of Service Award Program (LOSAP) for the Fire Department with DR Data Solutions, 196 Jamie Drive, Wakefield, New Hampshire, 03872, retroactively beginning March 1, 2022 and terminating on February 28, 2023, for \$25.00 per hour, for a not to exceed annual cost of \$42,000; and

WHEREAS, the Executive Director of the Fire Department is requesting Board approval for a proposed supplemental contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872 retroactive to March 1, 2022 through February 28, 2023 for a not to exceed amount of \$8,000.00; and

WHEREAS, DR Data will provide additional services including but not limited to the following for the period of 03/01/22 – 02/28/23:

- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Swiftreach messages for the Clerk's Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Emergency Swiftreach messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

WHEREAS, the Board of Trustees hereby discloses the fact that Donald Rowan is the spouse of the president of DR Data Solutions and is also a member of the Freeport Emergency Management Team; and

WHEREAS, there is no prohibited conflict of interest created by the approval of this contract; and

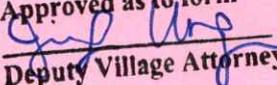
WHEREAS, this Board is of the opinion that it is in the best interests of the Incorporated Village of Freeport to provide for such services;

WHEREAS, the cost of the services will be charged to Fire Department Svs Contracts A341104 542800; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate a supplemental contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872 retroactive to March 1, 2022 through February 28, 2023 for a not to exceed amount of \$8,000.00.

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

D.R.Data Solutions

196 Jamie Drive
 Wakefield, NH 03872
 516-398-4291
 FAX 888-339-5624

QUOTE

Customer

Name Freeport Fire Department- Attn Ray Maguire
 Address 46 No Ocean Ave
 City Freeport State NY ZIP 11520
 Phone _____

Date 1/24/2022
 Order No. 20220124
 Rep Deb
 FOB _____

Quote to provide services to the following departments of the Village of Freeport

Village Clerk's Office

Hours	Description	Unit Price	TOTAL
16 hrs. Monthly	<p>AUTOMATIC FIRE ALARM VIOLATIONS: Provide the Village Clerk with automatic fire alarm violations and warnings. Every automatic fire alarm is reviewed for a detailed narrative from a Chief. First time offenses are issued a warning notice. Each alarm is checked to verify a Village of Freeport Alarm Permit is on file or a violation is sent. Automatic Fire Alarms need to be evaluated as to the cause of each alarm and if alarm sounded for a valid reason or not. This sometimes requires calls to Chief in charge to get a clear picture of the incident. D.R. Data Solutions is overly cautious not to submit a violation to a resident in error. On average 38 automatic alarms are received each month and about 21 per month are sent a violation notice.</p>		
1 hr. Monthly	<p>AFA DATABASE: D.R. Data Solutions maintains a database of every permit, warning notice and violation submitted since program first started. This is required to track if a resident gets a violation or not.</p> <p>Since 2011: 847 Fire Alarm Permits have been filed generating \$42,350 per year in annual revenue to the Village of Freeport. Most of these permits are only filed after a resident receives a violation order.</p> <p>602 Warning Notices for a False Alarm have been sent.</p> <p>Over 2000 False Alarm Violations have been sent out to residents and Businesses. Unknown what revenue that has generated.</p>		
1 Hr. Monthly	<p>CLERKS OFFICE SWIFTREACH MESSAGES - sent out twice a month for Zoning Board of Appeals and The Site Plan Review Board. This requires setting up custom mapping Geo Zones around each address being discussed. DR Data is the only one trained to do this.</p>		

Freeport Fire Department

5 hr. Monthly	New By Law Percentage Reports based on years of service, which need to be done by hand, to comply with new Fire Council mandate to maintain "ACTIVE" membership..		
6 hr. Monthly	Personnel Files are maintained in Red Alert including medicals, personal leaves, documenting training certificates to digital files, Updating Classifications as needed etc.		
2 hrs. Monthly	Sending out Text and Emails to membership as needed		
1 hr. Monthly	Maintain the Departments Probationary Firefighter Training Database		
2 hr. Monthly	Maintaining Firehouse Bulletin Boards on Red Alert		
1 hrs. Monthly	Maintaining the departments Facebook and Websites		
6 hr. Monthly	Monthly training and percentage reports to the companies		
10 hr. Monthly	Responding to requests from Chiefs Office, Ray Maguire, Conor Kirwan, Village and FD Membership. Members are constantly calling to reset passwords and useames in Red Alert and Elearning.		
1 hr. Monthly	Updating the Nassau County Fire Marshalls Monthly Stats		
4 hrs. Quarterly	Quarterly Training report Violations are sent to the Fire Council to show which members aren't in compliance with training requirements		
10hrs Annually	Year End Review and Training Reports. Determine which members are being suspended for missing training		
16hrs Annually	Setting up the annual training requirements for the department, this requires watching numerous McNeil Elearning training videos to determine which ones the Freeport FD needs.		
8hrs Annually	Updating preplans and Building info in Red Alert		
8hrs Annually	Maintaining Computers and iPad in dept inventory, software updates		
10hrs Annually	Annual updating of Officer Ranks in Red Alert and Bulletin Boards. Issue and remove work order permissions.		
As Needed	D. R. Data Solutions act as the OSHA/PESH compliance officer to the fire department. D R Data has written all of Freeports required PESH polices and updates as needed.		
	<u>PRINTING SERVICES</u>		
24 hrs. Annual	Installation Program - After meeting with incoming the Chief the program is Designed, Printed, Folded, Stapled and delivered.		
10 hrs. Annual	Installation Invitation Kits - Printed, Folded, Envelopes stuffed and Mailed		
4 hrs. Annually	Christmas Cards Designed, addressed and mailed		
	<u>SPECIAL PROJECTS</u>		
40 Hours	Updating the departments By Laws which haven't been updated in over 10 years. Requires digitizing paper records and then going through the Fire Council minutes from the last 10 years and adding additions to the document.		

Emergency Management Office

19 Hrs. Annual	<p>MONITORING FREEPORTS TIDAL GAUGE & WEATHER – D R Data monitors 24/7 on a dedicated computer screen Freeport's tidal gauge and NOAA's Surge site. With 25 years of experience, monitoring and predicting tides in Freeport, nobody has a better track record!</p>
4 Hrs. Annual	<p>EMERGENCY SWIFTREACH MESSAGES: D R Data sends out about 10 messages a year for flooding, snow and severe weather notification, water main flushing, etc. D R Data is the only one that has sent out these messages from the beginning. Requires figuring out what to say in the message by researching the weather event, finding out if there are any requests from other village departments that need to be included and getting the Mayor's authorization. Messages are usually sent out after normal business hours and numerous times while away on vacation.</p>
8 Hrs. Annual	<p>ANNUAL EMO NEWLETTER: D R Data designs and updates as necessary the Villages Annual Emergency Management Brochure which is mailed out to every resident and is a requirement for our CRS rating.</p>
8 Hrs. Annual	<p>ANNUAL HURREVAC TRAINING: D R Data attends annual classroom training for the Hurrevac software from FEMA which is constantly getting updates. D.R. Data is the only person still authorized in Freeport to have access to this software.</p>
10 Hrs. Annual	<p>TABLE TOP EXERCISE TRAINING FOR STAFF- D R Data has developed and scheduled training classes to comply with CRS annual requirements.</p>
110 Hrs. Special Projects	<p>2022 SPECIAL PROJECTS - UPDATING EMERGENCY MANAGEMENT PLAN: The current plan was adopted under Mayor Glacken and is drastically out of date, it needs a complete overhaul. D R Data is the only one with the experience in writing an emergency plan which is about a 1000-page document. In 2020 D R Data spent over 100 hours rewriting the Villages Hazard Mitigation Plan saving the Freeport's 2 million dollar FEMA Grant.</p> <p>CLEANING UP EMERGENCY OPERATIONS CENTER. The EOC needs a complete over haul and cleaning, Ricks Office needs to be emptied and files cleaned up.</p>
<p>D R Data Solutions staffs the Emergency Operations Center when it is activated in times of Emergency. During Hurricane Sandy, D R Data didn't leave the EOC for 6 Days!</p>	

**800 Hours is worked annually on normal work responsibilities.
 Plus an Additional 100-150 Hours Annually for Special Projects**

Payment Details

Cash
 Check
 Credit Card

Expires _____

	SubTotal	
Shipping & Handling		\$8,000.00
Taxes State		
TOTAL		\$8,000.00

Office Use Only

This agreement made the _____ day of _____ 2022, by and between the Incorporated Village of Freeport, a municipal corporation of the State of New York having its principal office at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as the "Village") and Deborah Rowan, d/b/a DR Data Solutions, with offices at 196 Jamie Drive, Wakefield, New Hampshire, 03872 (hereinafter referred to as "DR Data Solutions")

WITNESSETH:

WHEREAS, DR Data Solutions, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport, in particular computer services related to the operations of the Freeport Fire Department, Building Department and Human Resources;

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

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

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

1. *Contract.*

The Village hereby contracts with DR Data Solutions, as an independent contractor 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 February 28, 2023, with the right by either party to terminate this Agreement upon 30 days written notice.

3. *Compensation.*

For all services rendered by DR Data Solutions, under this Agreement, the Village shall pay DR Data Solutions, a fee not to exceed \$8,000.00. All services to the Village shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

DR Data Solutions, services shall include the following services:

- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Swiftreach messages for the Clerk’s Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Emergency Swiftreach messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

5. *Extent of Services.*

DR Data Solutions, represents that it is operated by Deborah Rowan who is also the principal shareholder. DR Data Solutions, shall devote such time, attention and energies to the IVF as is required. DR Data Solutions, shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that DR Data Solutions, shall not disclose any information, Village documents and/or other information given to or acquired by it in the course of performing its duties.

6. *No Participation.*

DR Data Solutions, acknowledges and agrees that this contract shall not give or extend to him any rights with respect to additional contributions by the Village 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 Village harmless from any employment, income or other taxes which may be assessed in connection with payments to DR Data Solutions, under the terms of this Agreement.

7. *Death or Disability.*

If due to death, disability or illness, Deborah Rowan is unable to perform services, the Village hereby reserves the right to cancel this Agreement upon ten (10) days written notice to DR Data Solutions.

8. *Assignment.*

This Agreement may not be assigned without the prior written consent of the Village.

9. *Notices.*

All notices or other communications provided for this Agreement shall be made in writing and shall be deemed properly delivered when (1) delivered personally, or (2) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one party to the other):

INCORPORATED VILLAGE OF FREEPORT
46 North Ocean Avenue
Freeport, New York, 11520

DR Data Solutions Inc.
196 Jamie Drive
Wakefield, New Hampshire,
03872

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.

IN WITNESS WHEREOF, the parties have executed this agreement, the day and year first written above and the Village has executed this agreement the _____ day of _____, 2022.

ROBERT T. KENNEDY
Mayor, Incorporated Village of
Freeport

DEBORAH A. ROWAN
President
DR Data Solutions

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

August 16, 2022

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

Robert Peters - Truck Co.

Rhika Cadet - Truck Co.

Kareem Mcknight - Hose Co. #2

Makendy Maxine - Emergency Co.

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

To: Anthony Dalessio

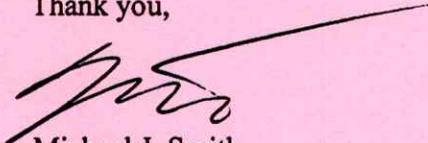
From: Michael J. Smith, Chief of Police

Date: August 11, 2022

Re: Budget Transfer

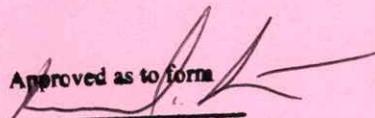
Please transfer \$50,000.00 from Part-Time PMA Salaries (A312001-510350) to Non Employee Salaries (A312004-545700) to cover the cost of contract employees.

Thank you,



Michael J. Smith
Chief of Police

Cc: Valerie Montes

Approved as to form

Village Attorney *8/11/2022*

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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the fiscal year 2022 - 2023 operating budget:

FROM:

A312001 510350 Police – Part Time PMA Salaries \$50,000.00

TO:

A312004 545700 Police – Non-Employee Salaries \$50,000.00

Total: \$50,000.00

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover the cost of contract employees; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

The Clerk polled the Board at follows:

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

Approved as to form _____
Village Attorney
8/15/2022

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

To: Mayor Robert T. Kennedy

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

Date: August 17, 2022

Re: HILLSIDE AVENUE, FREDERICK AVENUE AND LESSING PLACE ROAD IMPROVEMENT PROJECT

Thirty bids were picked up and nine (9) bids were received on August 16, 2022 for the referenced project. The project calls for the reconstruction of the following roads:

Hillside Avenue from North Columbus Avenue to Babylon Tpke
Frederick Avenue from Jesse Street to Hillside Avenue
Lessing Place from Hillside Avenue to Seaman Avenue

Funding for this project will be from capital account H519702 523130. The project is fully reimbursable with a State and Municipal Facilities Program (SAM) grant as well as with CHIPS funding.

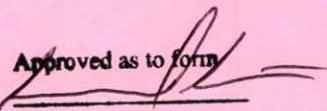
The bids ranged from a high of \$1,394,000.00 to the low bid of \$904,910.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use.

The low bid was submitted by American Paving Inc., 8 Forest Avenue, Glen Cove, N.Y. 11542 in the amount of \$904,910.00. We have checked their references and all appear to be in good order.

Accordingly, it is recommended that the contract, "**HILLSIDE AVENUE, FREDERICK AVENUE AND LESSING PLACE ROAD IMPROVEMENT PROJECT**" be awarded to the lowest responsible bidder, American Paving Inc., 8 Forest Avenue, Glen Cove, N.Y. 11542, in the amount of \$904,910.00. total bid.



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



Approved as to form

Village Attorney

8/16/2022

Encl.

c.

P. Boening, Deputy Village Clerk
K. Weltner, Purchasing Agent
P. Lester, Mayor's Office

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

WHEREAS, the Department of Public Works for the Village of Freeport has solicited a Notice to Bidders for "Hillside Avenue, Frederick Avenue and Lessing Place Road Improvement Project";

WHEREAS, Thirty (30) bids were picked up and nine (9) bids were received on August 16, 2022; and

WHEREAS, the bids ranged from a high of \$1,394,000.00 to the low bid of \$904,910.00; and

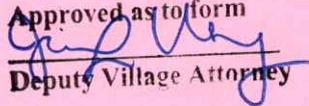
WHEREAS, the lowest responsible bidder was submitted by American Paving Inc., 8 Forest Avenue, Glen Cove, N.Y. 11542 in the amount of \$904,910.00; and

WHEREAS, funding for this project will be come from a bond resolution capital account H519702 523130 and is fully reimbursable with New York State Department of Homeland Security and Emergency Services (SAM) grant as well as with CHIPS funding; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the Hillside Avenue, Frederick Avenue and Lessing Place Road Improvement Project to American Paving Inc., 8 Forest Avenue, Glen Cove, N.Y. 11542 in the amount of \$904,910.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: HILLSIDE AVENUE, FREDERICK AVENUE AND LESSING PLACE
ROAD IMPROVEMENT PROJECT

BID DATE: TUESDAY, AUGUST 16, 2022

ITEM NO.	DESCRIPTION	UNITS	TOTAL			AMERICAN PAVING INC			ROADWORK AHEAD INC			GRACI PAVING ASSOCIATES INC		
			BID QUANTITY	UNIT PRICE	TOTAL COST	BID QUANTITY	UNIT PRICE	TOTAL COST	BID QUANTITY	UNIT PRICE	TOTAL COST	BID QUANTITY	UNIT PRICE	TOTAL COST
2X	UNCLASSIFIED EXCAVATION	CY	2,800	\$ 25.00	\$ 70,000.00									
4AX	CEMENT CONCRETE BREAKING (PAVEMENT)	SY	300	\$ 40.00	\$ 12,000.00									
4BX	CEMENT CONCRETE BREAKING (STRUCTURES)	EA	12	\$ 1,000.00	\$ 12,000.00									
7	PREPARING FINE GRADE	SY	9200	\$ 1.00	\$ 9,200.00									
13AX-1	CATCH BASIN, TYPE 1	EA	12	\$ 12,000.00	\$ 144,000.00									
14X	CONNECTION TO EXISTING DRAINAGE FACILITY	EA	14	\$ 250.00	\$ 3,500.00									
16SS-1	CHANGE ELEVATION OF SANIT. SEWER MANHOLES(MINOR ADJ.)	EA	10	\$ 140.00	\$ 1,400.00									
16SS-3	CHANGE ELEVATION OF MANHOLES(MINOR ADJ.)	EA	9	\$ 140.00	\$ 1,260.00									
24X	REINFORCED CONCRETE PAVEMENT	CY	75	\$ 1,060.00	\$ 79,500.00									
26C	CEMENT CONCRETE CURB	LF	200	\$ 42.00	\$ 8,400.00									
26SS	CEMENT CONCRETE COMBINATION CURB AND 1 FOOT GUTTER	LF	400	\$ 51.00	\$ 20,400.00									
26SS-2	CEMENT CONCRETE COMBINATION CURB AND 2 FOOT GUTTER	LF	650	\$ 59.00	\$ 38,350.00									
27	CEMENT CONCRETE SIDEWALK	SF	6,000	\$ 14.00	\$ 84,000.00									
27DW	DETECTABLE WARNING SURFACE	SF	180	\$ 75.00	\$ 13,500.00									
28X	CEMENT CONCRETE DRIVEWAYS & DRIVEWAY APRONS	SF	400	\$ 21.00	\$ 8,400.00									
36T	ASPHALT CONCRETE TEMPORARY PAVEMENT	TON	10	\$ 350.00	\$ 3,500.00									
36DRA	RUT AVOIDANCE ASPHALT CONCRETE	TON	2,300	\$ 110.00	\$ 253,000.00									
40SS-1	APPLYING BITUMINOUS MATERIAL (PAINT & SEAL)	GAL	50	\$ 40.00	\$ 2,000.00									
58SS-1	SAW CUTTING EXISTING PORTLAND CEMENT CONCRETE	LF	100	\$ 28.00	\$ 2,800.00									
58SS-2	SAW CUTTING EXISTING ASPHALT CONCRETE	LF	600	\$ 3.00	\$ 1,800.00									
102SS-C	MAINTENANCE AND PROTECTION OF TRAFFIC (REQUIREMENT C)	LS	1	\$ 25,000.00	\$ 25,000.00									
114VB	ADJUST WATER MAIN VALVE BOXES	EA	55	\$ 50.00	\$ 2,750.00									
141C	SILT PROTECTION FOR CURB INLET DRAIN STRUCTURES	EA	12.00	125.00	\$ 1,500.00									
199	INTERIM PAYMENT *	LS	1.00	50,000.00	\$ 50,000.00									
200SS-1	LAWN RESTORATION(TOP SOIL & SEED)	SY	200	12.00	\$ 2,400.00									
398	DENSE GRADED AGGREGATE BASE COURSE ***	CY	1,550.00	35	\$ 54,250.00									
	TOTAL:				\$ 904,910.00									

INCORPORATED VILLAGE OF FREEPORT
 ENGINEERING DIVISION
 PROJECT: HILLSIDE AVENUE, FREDERICK AVENUE AND LESSING PLACE
 ROAD IMPROVEMENT PROJECT
 BID DATE: TUESDAY, AUGUST 16, 2022

ITEM NO.	DESCRIPTION	UNITS	TOTAL			J. ANTHONY ENTERPRISE 175 ENGINEERS ROAD HAUPPAUGE, NEW YORK 11788			RICHARD W GRIM INC PO BOX 875 - 35 BRIDLE PATH REMSENBURG, NEW YORK 11960			ROSEMAR CONTRACTING INC PO BOX 16 PATCHOGUE, NEW YORK 11772					
			BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST						
2X	UNCLASSIFIED EXCAVATION	CY	2,800	\$ 25.00	\$ 70,000.00												
4AX	CEMENT CONCRETE BREAKING (PAVEMENT)	SY	300	\$ 10.00	\$ 3,000.00												
4BX	CEMENT CONCRETE BREAKING (STRUCTURES)	EA	12	\$ 1,500.00	\$ 18,000.00												
7	PREPARING FINE GRADE	SY	9200	\$ 6.00	\$ 55,200.00												
13AX-1	CATCH BASIN, TYPE 1	EA	12	\$ 15,000.00	\$ 180,000.00												
14X	CONNECTION TO EXISTING DRAINAGE FACILITY	EA	14	\$ 1,500.00	\$ 21,000.00												
16SS-1	CHANGE ELEVATION OF SANIT. SEWER MANHOLES(MINOR ADJ.)	EA	10	\$ 800.00	\$ 8,000.00												
16SS-3	CHANGE ELEVATION OF MANHOLES(MINOR ADJ.)	EA	9	\$ 800.00	\$ 7,200.00												
24X	REINFORCED CONCRETE PAVEMENT	CY	75	\$ 850.00	\$ 63,750.00												
26C	CEMENT CONCRETE CURB	LF	200	\$ 40.00	\$ 8,000.00												
26SS	CEMENT CONCRETE COMBINATION CURB AND 1 FOOT GUTTER	LF	400	\$ 55.00	\$ 22,000.00												
26SS-2	CEMENT CONCRETE COMBINATION CURB AND 2 FOOT GUTTER	LF	650	\$ 85.00	\$ 55,250.00												
27	CEMENT CONCRETE SIDEWALK	SF	6,000	\$ 22.00	\$ 132,000.00												
27DW	DETECTABLE WARNING SURFACE	SF	180	\$ 35.00	\$ 6,300.00												
28X	CEMENT CONCRETE DRIVEWAYS & DRIVEWAY APRONS	SF	400	\$ 20.00	\$ 8,000.00												
36T	ASPHALT CONCRETE TEMPORARY PAVEMENT	TON	10	\$ 85.00	\$ 850.00												
36DRA	RUT AVOIDANCE ASPHALT CONCRETE	TON	2,300	\$ 135.00	\$ 310,500.00												
40SS-1	APPLYING BITUMINOUS MATERIAL(PAINT&SEAL)	GAL	50	\$ 500.00	\$ 25,000.00												
58SS-1	SAW CUTTING EXISTING PORTLAND CEMENT CONCRETE	LF	100	\$ 25.00	\$ 2,500.00												
58SS-2	SAW CUTTING EXISTING ASPHALT CONCRETE	LF	600	\$ 5.00	\$ 3,000.00												
102SS-C	MAINTENANCE AND PROTECTION OF TRAFFIC (REQUIREMENT C)	LS	1	\$ 25,000.00	\$ 25,000.00												
114VB	ADJUST WATER MAIN VALVE BOXES	EA	55	\$ 150.00	\$ 8,250.00												
141C	SILT PROTECTION FOR CURB INLET DRAIN STRUCTURES	EA	12.00	\$ 500.00	\$ 6,000.00												
199	INTERIM PAYMENT *	LS	1.00	\$ 50,000.00	\$ 50,000.00												
200SS-1	LAWN RESTORATION(TOP SOIL & SEED)	SY	200	\$ 10.00	\$ 2,000.00												
398	DENSE GRADED AGGREGATE BASE COURSE ***	CY	1,560.00	\$ 35.00	\$ 54,250.00												
	TOTAL:				\$ 1,145,050.00												

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: HILLSIDE AVENUE, FREDERICK AVENUE AND LESSING PLACE
ROAD IMPROVEMENT PROJECT

BID DATE: TUESDAY, AUGUST 16, 2022

ITEM NO.	DESCRIPTION	UNITS	TOTAL			PRATT BROTHERS, INC			VALENTE CONTRACTING CORP			G&M EARTH MOVING INC		
			BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
2X	UNCLASSIFIED EXCAVATION	CY	2,800	\$ 99.00	\$ 277,200.00									
4AX	CEMENT CONCRETE BREAKING (PAVEMENT)	SY	300	\$ 5.00	\$ 1,500.00									
4BX	CEMENT CONCRETE BREAKING (STRUCTURES)	EA	12	\$ 600.00	\$ 7,200.00									
7	PREPARING FINE GRADE	SY	9200	\$ 2.50	\$ 23,000.00									
13AX-1	CATCH BASIN, TYPE 1	EA	12	\$ 14,750.00	\$ 177,000.00									
14X	CONNECTION TO EXISTING DRAINAGE FACILITY	EA	14	\$ 500.00	\$ 7,000.00									
16SS-1	CHANGE ELEVATION OF SANIT. SEWER MANHOLES(MINOR ADJ.)	EA	10	\$ 1,300.00	\$ 13,000.00									
16SS-3	CHANGE ELEVATION OF MANHOLES(MINOR ADJ.)	EA	9	\$ 1,300.00	\$ 11,700.00									
24X	REINFORCED CONCRETE PAVEMENT	CY	75	\$ 1,250.00	\$ 93,750.00									
26C	CEMENT CONCRETE CURB	LF	200	\$ 33.00	\$ 6,600.00									
26SS	CEMENT CONCRETE COMBINATION CURB AND 1 FOOT GUTTER	LF	400	\$ 45.00	\$ 18,000.00									
26SS-2	CEMENT CONCRETE COMBINATION CURB AND 2 FOOT GUTTER	LF	650	\$ 70.00	\$ 45,500.00									
27	CEMENT CONCRETE SIDEWALK	SF	6,000	\$ 14.00	\$ 84,000.00									
27DW	DETECTABLE WARNING SURFACE	SF	180	\$ 60.00	\$ 10,800.00									
36T	CEMENT CONCRETE DRIVEWAYS & DRIVEWAY APRONS	SF	400	\$ 20.00	\$ 8,000.00									
36T	ASPHALT CONCRETE TEMPORARY PAVEMENT	TON	10	\$ 85.00	\$ 850.00									
36DRA	RUT AVOIDANCE ASPHALT CONCRETE	TON	2,300	\$ 150.00	\$ 345,000.00									
40SS-1	APPLYING BITUMINOUS MATERIAL(PAINT&SEAL)	GAL	50	\$ 3.50	\$ 175.00									
58SS-1	SAW CUTTING EXISTING PORTLAND CEMENT CONCRETE	LF	100	\$ 6.00	\$ 600.00									
58SS-2	SAW CUTTING EXISTING ASPHALT CONCRETE	LF	600	\$ 5.00	\$ 3,000.00									
102SS-C	MAINTENANCE AND PROTECTION OF TRAFFIC (REQUIREMENT C)	LS	1	\$ 25,000.00	\$ 25,000.00									
114VB	ADJUST WATER MAIN VALVE BOXES	EA	55	\$ 100.00	\$ 5,500.00									
141C	SILT PROTECTION FOR CURB INLET DRAIN STRUCTURES	EA	12.00	\$ 150.00	\$ 1,800.00									
199	INTERIM PAYMENT *	LS	1.00	\$ 50,000.00	\$ 50,000.00									
200SS-1	LAWN RESTORATION(TOP SOIL & SEED)	SY	200	\$ 18.00	\$ 3,600.00									
398	DENSE GRADED AGGREGATE BASE COURSE ***	CY	1,550.00	\$ 40.00	\$ 62,000.00									
	TOTAL:				\$ 1,281,775.00									\$ 1,394,000.00

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

To: Mayor Robert T. Kennedy

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

Date: August 8, 2022

RE: COW MEADOW PARK FENCE REPLACEMENT

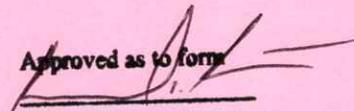
Twenty-one (21) bids were picked up and eleven (11) bids were received on April 19, 2022 for the referenced project. The project calls for the installation of approximately 520 linear feet of new six foot high ornamental fence along with two motorized gates and two manual gates at Cow Meadow Park along South Main Street.

The lowest bid was submitted by **WBE Fence Company Inc., 11 Deer Court, Brewster, NY 10509 in the amount of \$162,000.00**. The Village awarded the contract to WBE Fence Company Inc at the Board meeting on May 26, 2022. WBE Fence Company Inc. then notified the Village that they were unable to enter into the contract due to underestimating the project. The Village has contacted the second bidder and they too were unwilling to enter into the contract.

Accordingly, it is recommended that the Board reject all the bids received on May 26, 2022 for the ,
“**COW MEADOW PARK FENCE REPLACEMENT**”



Robert R. Fisenne, P.E.

Approved as to form

Village Attorney 8/14/22

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

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

WHEREAS, on May 26, 2022, the Board awarded the bid for the Cow Meadow Park Fence Replacement to WBE Fence Company Inc., 11 Deer Court, Brewster, NY 10509 in the amount of \$162,000.00; and

WHEREAS, WBE Fence Company Inc. then notified the Village that they were unable to enter into the contract due to underestimating the project; the Village has contacted the second bidder and they too were unwilling to enter into the contract; and

WHEREAS, the Department of Public Works is requesting the Board to reject all the bids received on May 26, 2022; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works that the bids received on May 26, 2022 for the “Cow Meadow Park Fence Replacement” be rejected.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney 8/12/22

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

To: Mayor Robert T. Kennedy

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

Date: August 8, 2022

RE: COW MEADOW PARK FENCE REPLACEMENT REBID

Plans and Specifications for the above-referenced project are completed. It is now necessary to advertise for bids. The project calls for the installation of approximately 520 linear feet of new six foot high ornamental fence along with two motorized gates and two manual gates at Cow Meadow Park along South Main Street.

The estimated cost for this project is \$200,000.00. Funding for this project will come from a bond resolution that was authorized by the Village Board of Trustees on February 28, 2022 in the amount of \$2,500,000.00.

Therefore, it is requested that we be authorized to advertize the referenced contract in the Freeport Leader, and other related publications on August 25. Bid documents will be available from August 29, 2022 through September 9, 2022. Bids will have a returnable date of September 13, 2022 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Village Attorney

8/12/22

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

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

WHEREAS, the Superintendent of Public Works is requesting to advertise a Notice to Bidders for the Cow Meadow Park Fence Replacement Rebid; and

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

WHEREAS, the project calls for the installation of approximately 520 linear feet of new six foot high ornamental fence along with two motorized gates and two manual gates at Cow Meadow Park along South Main Street; and

WHEREAS, the estimated cost for this project is \$200,000.00; and

WHEREAS, funding for this project will come from a bond resolution that was authorized by the Village Board of Trustees on February 28, 2022 in the amount of \$2,500,000.00, (H719702-523001); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "Cow Meadow Park Fence Replacement Rebid" in the Freeport Herald/Leader and other relevant publications on August 25, 2022, with the specifications available from August 29, 2022 through September 9, 2022 with a return date of September 13, 2022.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney
8/12/22

NOTICE TO BIDDERS

COW MEADOW PARK FENCE REPLACEMENT REBID

FOR THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for "**COW MEADOW PARK FENCE REPLACEMENT REBID**" until 11:00 A.M. on **Tuesday, September 13, 2022** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, August 29, 2022 until 12:00 P.M. Friday, September 9, 2022**. There is no fee for a set of bid documents.

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

The project calls for the installation of approximately 520 linear feet of new six foot high ornamental fence along with two motorized gates and two manual gates at Cow Meadow Park.

The successful bidder will be required to furnish a Performance Bond, and Labor and Material Bond in the statutory form.

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

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

Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – August 25, 2022

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

To: Mayor Robert T. Kennedy

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

Date: August 9, 2022

RE: PURCHASE OF VACUUM COMPRESSOR ASSEMBLY

Specifications for the above-referenced purchase are completed. Due to the anticipated cost for this item, it must be publicly bid. This purchase is for a Vacuum Compressor Assembly for the Village's vacuum truck. The vacuum truck was purchased in 2010 and is used extensively throughout the Village to clean drains, sewers and assist in excavating in groundwater conditions.

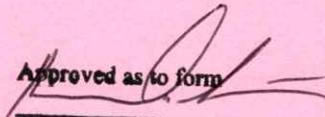
The estimated cost for this purchase is \$34,000.00. Funding for this project will come from the FYI 2023 Municipal Budget - A164004 540400 Maintenance of Vehicles.

Therefore, it is requested that we be authorized to advertize the referenced purchase contract in the Freeport Leader, and other related publications on August 25. Bid documents will be available from August 29, 2022 through September 9, 2022. Bids will have a returnable date of September 13, 2022 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.



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

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


Approved as to form
Village Attorney
8/12/2022

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

WHEREAS, the Superintendent of Public Works is requesting to advertise a Notice to Bidders for the Purchase of Vacuum Compressor Assembly; and

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

WHEREAS, this purchase is for the Village's vacuum truck that is used extensively throughout the Village to clean drains, sewers and assist in excavating in groundwater conditions; and

WHEREAS, the estimated cost for this purchase is \$34,000.00; and

WHEREAS, funding for purchase will come from the FYI 2023 Municipal Budget - A164004 540400 Maintenance of Vehicles; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for "Purchase of Vacuum Compressor Assembly" in the Freeport Herald/Leader and other relevant publications on August 25, 2022, with the specifications available from August 29, 2022 through September 9, 2022 with a return date of September 13, 2022 with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

8/12/22

NOTICE TO BIDDERS

PURCHASE OF VACUUM COMPRESSOR ASSEMBLY

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for “**PURCHASE OF VACUUM COMPRESSOR ASSEMBLY** until 11:00 A.M. on **Tuesday, September 13, 2022** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, August 29, 2022 until 12:00 P.M. Friday, September 9, 2022**. There is no fee for a set of bid documents.

The purchase is for a vacuum compressor assembly for a 2010 International Vac-con, Model # 7400
The vacuum compressor assembly is listed as Part Number 711-14516S3

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

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

Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – August 25, 2022

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

AGENDA

BOARD OF TRUSTEES' MEETING

August 22, 2022

PUBLIC COMMENT

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

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

AGENDA

BOARD OF TRUSTEES' MEETING

August 22, 2022

7:15 P.M. PUBLIC HEARING

1. To consider the Cablevision Franchise Agreement.

RESOLUTION TO ADJOURN PUBLIC HEARING –
Cablevision Systems Long Island Corporation

WHEREAS, legal notice of a public hearing was duly authorized, published and posted for a public hearing to be duly held on May 26, 2022 at 7:15 pm, to hear testimony on a proposed cable television franchise renewal agreement between the Village of Freeport and Cablevision Systems Long Island Corporation for a term of ten years, commencing upon confirmation of the agreement by the New York State Public Service Commission., and

WHEREAS, at the public meeting on May 26, 2022, the public hearing was duly adjourned to June 27, 2022 at 7:15 pm, and at the public meeting on June 27, 2022 the public hearing was duly further adjourned to August 22, 2022 at 7:15 pm,

WHEREAS, in order to permit additional time for the Village and Cablevision Systems to finalize the terms and conditions of the proposed franchise agreement, and to facilitate public discussion of the final agreement, , it is

RESOLVED, that the said public hearing, having been duly opened on May 26, 2022, and duly adjourned to June 27, 2022 and thereafter to August 22, 2022, is hereby further adjourned for all purposes to September 19, 2022 at 7:15 pm.

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL APPROVAL BY ALTICE USA MANAGEMENT

Cable Franchise Agreement
by and between
The Village of Freeport, NY
and
Cablevision Systems Long Island Corporation

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL APPROVAL BY ALTICE USA MANAGEMENT

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EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: PEG Channels

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL APPROVAL BY ALTICE USA MANAGEMENT

THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the Village of Freeport, a validly organized and existing political subdivision of the State of New York (the “Local Franchising Authority” or “LFA”) and Cablevision Systems Long Island Corporation, a corporation duly organized under the applicable laws of the State of New York (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a cable system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act, (see 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee’s existing telecommunications and information services network (“Fiber Network”) transmits both Cable and Non-Cable Services, which Non-Cable Services are not subject to the Cable Law or Title VI of the Communications Act;

WHEREAS, the Fiber Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the Fiber Network to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the past performance of the Franchisee and the future cable-related needs and interests of the LFA and its community, has considered and approved the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee is in material compliance with its existing franchise and applicable law and that its Cable System is adequate and feasible in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to continue to operate the Cable System;

WHEREAS, the LFA has determined that in accordance with the provisions of the Cable Law, this Franchise complies with NY PSC’s franchise standards and the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA’s grant of a renewal franchise to Franchisee, Franchisee’s promise to provide Cable Service to residents of the Franchise/Service Area of the LFA pursuant to and consistent with the Cable Law (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

FOR DISCUSSION PURPOSES
SUBJECT TO FINAL APPROVAL BY ALTICE USA MANAGEMENT

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Law are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming as directed by the LFA.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Basic Service*: The tier of Cable Service which includes the retransmission of primary local television broadcast signals provided to any Subscriber and, to the extent required by applicable law, any PEG Channels required by this Franchise, and which may also include any additional video programming signals as determined by Franchisee.

1.4 *Bundled Service*: The offering of Cable Services with any Non-Cable Service offering for a single, aggregate price.

1.5 *Cable Law*: Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, to the extent authorized under and consistent with federal law.

1.6 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as amended.

1.7 *Cable System or System*: Shall be defined herein as the facility, which is the subject of this Franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receiver/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data or other forms of electronic, electromechanical, optical, or electrical signals.

1.8 *Channel*: Shall be defined herein as a portion of the electromagnetic frequency spectrum which is used in the Cable System, and which is capable of delivering a television channel.

1.9 *Communications Act*: The Communications Act of 1934, as amended.

1.10 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

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1.11 *Educational Access Channel*: An Access Channel available for noncommercial use solely by local public schools and public school districts in the Franchise Area and other not-for-profit educational institutions chartered or licensed by the New York State Department of Education or Board of Regents in the Franchise Area as specified by the LFA pursuant to this Agreement.

1.12 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13 *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances or disputes, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, incidences of terrorism, acts of vandalism, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work delays resulting from waiting for utility providers to service, monitor or maintain utility poles to which Franchisee's Fiber Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14 *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA.

1.15 *Franchisee*: Cablevision Systems Long Island Corporation and its lawful and permitted successors, assigns and transferees.

1.16 *Government Access Channel*: An Access Channel available for the sole noncommercial use of the LFA.

1.17 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area.

Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Service Area, including without limitation, Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) pay-per-view and video on demand Cable Service over the Cable System; (iv) revenues from the sale or lease of access channel(s) or channel capacity; (v) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation

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of Franchisee's Cable System to provide Cable Service within the Service Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Service Area divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue. Subject to Section 12.21 of this Agreement, for the purpose of calculating Franchise Fees paid to the LFA, Gross Revenue shall include Cable Service subscriber revenue in the Franchise Area from DVR functionality.

Gross Revenue shall not include: Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business (provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the LFA including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any expenses or payments made pursuant to Article 5 of this Agreement.

1.18 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended.

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1.19 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.20 *Local Franchise Authority (LFA)*: The Incorporated Village of Freeport, New York, or the lawful successor, transferee, or assignee thereof.

1.21 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.22 *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.23 *NY PSC*: The New York Public Service Commission.

1.24 *PEG*: Public, Educational, and Governmental.

1.25 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.26 *Public Access Channel*: An Access Channel available for noncommercial use solely by the residents in the Franchise Area on a first-come, first-served, nondiscriminatory basis.

1.27 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.28 *Service Area*: All portions of the Franchise Area where Cable Service is being offered, as described in **Exhibit B** attached hereto.

1.29 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.30 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended.

1.31 *Title VI*: Title VI of the Communications Act, Cable Communications, as amended.

1.32 *Transfer of the Franchise*:

1.32.1 Any transaction in which:

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1.32.1.1 a fifty percent ownership or other interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.32.1.2 the rights held by Franchisee under the Franchise and the certificate of confirmation issued therefor by the NY PSC are transferred or assigned to another Person or group of Persons.

1.32.2 However, notwithstanding Sub-subsections 1.32.1.1 and 1.32.1.2 above, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.33 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Law, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way and such other areas within the Franchise Area where authorized by private or public property owners or applicable law, if such authorization is necessary. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 *The Fiber Network*: Upon delivery of Cable Service, by subjecting Franchisee's mixed-use facilities to the NY PSC's minimum franchise standards and the LFA's police power, the LFA has not been granted broad new authority over the construction, placement and operation of Franchisee's mixed-use facilities.

2.3 *Effective Date and Term*: This Franchise shall become effective on the date that the NY PSC issues a certificate of confirmation for this Franchise (the "Effective Date"), following its approval by the LFA's governing authority authorized to grant franchises and its acceptance by the Franchisee. The term of this Franchise shall be ten (10) years from the Effective Date unless the Franchise is earlier revoked or terminated as provided herein. The Franchisee shall memorialize the Effective Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

2.4 *Grant Not Exclusive*: The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact

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the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or Franchisee's Fiber Network.

2.5 *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal and State law as may be amended, including but not limited to the Communications Act.

2.6 *No Waiver:*

2.6.1 The failure of the LFA on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require compliance or performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance of this Agreement, nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise, the Cable Law or other applicable state or federal law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or such performance has been specifically waived in writing.

2.7 *Construction of Agreement:*

2.7.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.7.3 Should any change to state or federal law, rules or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall use best efforts to modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be in writing and shall be subject to Section 222 of the New York Public Service Law and Title 16, Chapter VIII, Part 892, Subpart 892-1, Section 892-1.4 of the Official Compilation of Codes, Rules and Regulations of the State of New York requiring application to the NY PSC and approval of any modification.

Police Powers: ||

2.8 *Police Powers:* The LFA shall not subject the Franchisee to any local laws that are inconsistent with this Franchise, or any restrictions or conditions on the construction, location, or siting of the System, except for generally applicable requirements consistent with law, provided, however that nothing in this Franchise shall be construed to prohibit the LFA's

Commented [1]: Deleted entire section and replaced with below.

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reasonable, necessary and lawful exercise of the police powers including, without limitation, in addition to the implementation and enforcement of the provisions of this Agreement and existing applicable laws and regulations, the enactment, adoption, implementation and enforcement of such additional laws and regulations as the LFA may deem necessary in the exercise of its police power; provided, however, that such laws and regulations are reasonable, not materially in conflict with the privileges granted in this Franchise and consistent with all federal and state laws, regulations and orders. Furthermore, to the extent that the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the LFA pursuant to the necessary and reasonable exercise of its police power, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other than those necessary to offset the reasonable administrative costs of issuing such permit(s) or otherwise permitted by law), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the LFA shall limit the basis of its decision to pedestrian and traffic safety, or any other factor permitted by law that are reasonable and considered in a timely manner.

Commented [2]: Inserted same language as Rockville Centre franchise

2.9 *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by the Franchisee and restored to pre-existing condition.

2.10 *Restoration of Subscriber Premises:* The Franchisee shall ensure that the Subscriber's premises are promptly restored to at least their pre-existing condition if damaged by the Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

3.1.1 *Service Area:* Franchisee shall continue to offer Cable Service to all residential areas of the Service Area, except, in accordance with NY PSC rules and regulations: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot gain access after good faith efforts; (F) in areas, developments or buildings where the provision of Cable Service is economically infeasible because such provision requires nonstandard facilities which are not available on a commercially reasonable basis; (G) in areas where the occupied residential household density does not meet the density and other requirements set forth in Sub-Subsection 3.1.1.1 and Section 3.2; and (H) to Subscribers or prospective Subscribers who fail to abide by the Franchisee's terms and conditions of Service.

3.1.1.1 *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than 35 occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active Fiber Network trunk or

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feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Subsection 3.1, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from the LFA that the density requirements have been met.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service or based upon the income in a local area. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of aerial trunk or feeder lines not otherwise already served by Franchisee's Fiber Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet or are in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile and the actual costs incurred to connect any non-residential dwelling unit Subscriber, provided, however, that Franchisee may seek a waiver of any requirement that it extend service to any party requesting the same in an area with a density of less than thirty-five (35) occupied residential dwelling units per mile if such would not be possible within the limitations of economic feasibility. For underground installations, the Franchisee shall charge the recipient the Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun.

3.2.1 Within the Service Area, subject to the other terms of this Agreement, the Franchisee will make Cable Service available to business locations, provided the owners or tenants of such locations, and such locations themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said Service.

3.3 *Cable Service to Public Buildings:* Subject to Section 3.1, and applicable federal law and FCC rules and regulations, Franchisee shall provide, without charge within the Service Area, one service outlet activated for the tier of Service that includes the PEG channels, and any associated equipment (not including any television receiver) required to receive such tier, to each public school, private school accredited by the New York State Board of Regents, public library, and such other buildings used for municipal purposes as may be designated by the LFA as provided in **Exhibit A** attached hereto; provided, however, that if it is necessary to extend Franchisee's aerial trunk or feeder lines more than one thousand (1000) feet solely to provide service to any such school or public building, the LFA shall have the option either of paying Franchisee's direct costs for such aerial extension in excess of one thousand (1000) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one thousand (1000) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service or equipment (other than a television receiver) necessary to receive Basic Service to the additional service outlets once installed. For underground installations, the Franchisee shall charge the

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recipient the Franchisee's actual cost. Such costs shall be submitted to said recipient in writing, before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

3.4 *Contribution in Aid:* Notwithstanding the foregoing, Franchisee shall comply at all times, with the requirements of Section 895.5 of NY PSC rules and regulations.

4. SYSTEM FACILITIES

4.1 *Quality of Materials and Work:* Franchisee shall construct and maintain its System using materials of good and durable quality, and all work involved in the construction, installation, maintenance and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

4.2 *System Characteristics:* During the term hereof Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 On the Effective Date, the System shall be an active two-way plant designed to provide for a minimum channel capacity of not less than 77 channels including video-on-demand, pay-per-view, and other premium Cable Services.

4.3 *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods to the extent required by and permissible under law and voluntarily agreed upon by Franchisee or directed by a lawful order of the PSC after all time to appeal such order has run.

4.4 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NY PSC's rules and the current New York EAS Plan, in order that emergency messages may be distributed over the System.

4.5 *Parental Control:* Upon request by any digital Subscriber, and where technologically feasible, the Franchisee shall provide such requesting digital Subscriber with a parental control device. Such device will, at a minimum, offer as an option that a Person ordering programming must provide a personal identification number or other means provided by the Franchisee only to a Subscriber. Provided, however, that the Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

5. PEG SERVICES

5.1 *PEG Set Aside:* Franchisee shall provide capacity for one (1) dedicated Public Access Channel, one (1) dedicated Educational Access Channel, and one (1) dedicated Government Access Channel (collectively, "PEG Channels"). If required by applicable law, the PEG Channels shall be provided on Franchisee's Basic Service tier. The programming to be

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carried on each of the PEG Channels set aside by Franchisee is reflected in Exhibit C attached hereto. The LFA hereby authorizes Franchisee to transmit such programming within and outside LFA jurisdictional boundaries. Franchisee specifically reserves the right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the LFA, Franchisee may utilize such PEG Channel, in its sole discretion, until such time as the LFA elects to utilize the PEG Channel for its intended purpose. In the event that the LFA determines to use PEG capacity, the LFA shall provide Franchisee with prior written notice of such request in accordance with NY PSC rules and regulations.

5.1.1 Subject to Article 3 hereof, Subscribers within the Freeport School District located within the jurisdictional boundaries of the LFA shall receive the PEG Channels set aside by Franchisee pursuant to this Franchisee.

5.1.2 To the extent the Franchisee is providing an Educational Access Channel to Subscribers in the unincorporated areas of the Town of Hempstead residing in the Baldwin Union Free School District pursuant to the Franchisee's cable franchise agreement with the Town of Hempstead, the Franchisee shall also provide such Educational Access Channel to Subscribers residing in those areas within the jurisdictional boundaries of the LFA that are within the Baldwin Union Free School District. Franchisee shall provide the technical ability to play back pre-recorded programming provided to Franchisee consistent with this Section. Franchisee shall transmit programming consistent with the dedicated uses of PEG Access Channels. Franchisee shall comply at all times with the requirements of Section 895.4 of the NY PSC rules and regulations.

5.2 *PEG Grant:* Franchisee shall provide a grant to the LFA to be used in support of the production of local PEG programming (the "PEG Grant"). The PEG Grant shall be used solely by the LFA for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, for renovation or construction of PEG access facilities, or for other PEG capital purposes.

5.2.1 The PEG Grant provided by Franchisee hereunder shall be paid as follows:

i. The first installment of the PEG Grant in the amount of Twenty Five Thousand Dollars (\$25,000) shall be paid within forty five (45) days of the Effective Date.

ii. If, on or before the Fifth (5th) anniversary of the Effective Date: (A) Verizon NY, Inc. and any other provider of Cable Service in the LFA have executed a franchise renewal agreement or initial agreement with the LFA for a term of at least five (5) years, which contain the same PEG grant obligations to the one contained in this Agreement (as determined on an annually prorated basis); or (B) the franchise agreements between the LFA and Verizon NY, Inc. and any other provider of cable service in the LFA, have been revoked or terminated; then Franchisee shall pay to the LFA a second installment of the PEG Grant in the amount of Twenty Five Thousand Dollars (\$25,000) within thirty (30) days of the fifth (5th) anniversary of the Effective Date.

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iii. If, on or before the seventh (7th) anniversary of the Effective Date, the franchise agreements between the LFA and Verizon NY, Inc. and any other provider of cable service in the LFA, have been revoked or terminated; then Franchisee shall pay to the LFA an installment of the PEG Grant in the amount of Twenty Five Thousand Dollars (\$25,000) within thirty (30) days of the seventh (7th) anniversary of the Effective Date.

5.2.2 Upon request, the LFA shall provide Franchisee with a complete accounting of the distribution of funds granted pursuant to this Section 5.2.

5.2.3 The LFA shall impose an obligation of at least the same aggregate annual value as the PEG Grant obligation contained in this Section 5.2 on each new and renewed providers of Cable Service in the Service Area. In any event, if any new or renewed franchise agreement between the LFA and any other provider of Cable Service in the Service Area contains obligations that are lesser in annual amount or aggregate value than the PEG Grant obligation imposed in this Section 5.2, Franchisee's PEG Grant obligations under Section 5.2 shall thereafter be reduced to an equivalent annual amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchisee equivalent to the new or renewed franchise, Franchisee may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchisee equivalent to the new or renewed franchise.

5.3 *Indemnity for PEG:* The LFA shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. §531.

5.4 *Recovery of Costs:* To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the Franchise Grant or any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection and any franchise-related costs to Subscribers.

6. FRANCHISE FEES

6.1 *Payment to LFA:* Beginning sixty (60) days after the Effective Date, Franchisee shall pay to the LFA a Franchise Fee of five percent (5%) of annual Gross Revenue (the "Franchise Fee"); provided however that until such time as Franchisee shall pay a Franchise

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Fee in accordance with this Franchise, it shall continue to pay a franchise fee in accordance with its previous franchise renewal agreement with the LFA. In accordance with Title VI, the twelve (12) month period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2 *Delivery of Payments:* Franchisee may use electronic funds transfer to make any payments to the LFA required under this Agreement.

6.3 *Supporting Information:* A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the LFA.

6.4 *Audit of Franchise Fee Payments:* The LFA, or its designee, may conduct an audit or other inquiry in relation to payments made by Franchisee no more than once every two (2) years during the Term. As a part of the audit process, LFA or LFA's designee may inspect Franchisee's books of accounts relative to LFA at any time during regular business hours and after thirty (30) calendar days prior written notice.

6.4.1 All records deemed by LFA or LFA's designee to be reasonably necessary for such audit shall be made available by Franchisee in a mutually agreeable format and location, including, at the LFA's request, Franchisee's offices in Nassau County. Franchisee agrees to give its full cooperation in any audit and shall provide responses to inquiries within thirty (30) calendar days of a written request. Franchisee may provide such responses within a reasonable time after the expiration of the response period above so long as Franchisee has made a good faith effort to procure any such tardy response.

6.4.2 If the results of any audit indicate that Franchisee (i) paid the correct franchise fee, (ii) overpaid the franchise fee and is entitled to a refund or credit, or (iii) underpaid the franchise fee by five percent (5%) or less, then LFA shall pay the LFA's costs of the audit. If the results of the audit indicate Franchisee underpaid the franchise fee by more than five percent (5%), then Franchisee shall pay the reasonable, documented, third-party costs of the audit, which costs shall be limited to Fifteen Thousand Dollars (\$15,000).

6.4.3 Any auditor employed by LFA shall not be compensated on a success based formula, e.g., payment based on a percentage on underpayment, if any. Franchisee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to Village.

6.4 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

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6.5 *Bundled Services*: If Franchisee provides a Bundled Service to Subscribers, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders. Notwithstanding the foregoing, if the Franchisee bundles Cable Service with Non-Cable Service, the Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading Franchise Fee payments under this Franchise. The parties agree that tariffed telecommunications services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

6.6 *Section 626 Set-Of*: Franchisee agrees that it will not apply the Franchise Fee as an offset against the special franchise tax provided for in N.Y. Real Property Tax Law Section 626 for each tax period that the Franchisee receives from the LFA a written, signed confirmation that each other provider of Cable Service or cable service (as such term may be defined by other providers) in the Service Area did not use its special franchise tax offset right for such tax period. Further, provided the LFA obtains and enforces a full and complete waiver of the special franchise tax offset in writing in the amended or renewal agreement of each existing provider, the Franchisee agrees that it will not apply the Franchise Fee as an offset against the special franchise tax. In addition, the LFA agrees that it shall impose the same special franchise tax offset restriction upon all new providers of Cable Service or cable service (as such term may be defined by other providers) in the Service Area to be expressed in writing in the franchise agreement of each new cable provider. Notwithstanding the above, if an existing or new cable provider begins at some future date to use its offset right against the special franchise tax, then Franchisee may also use its offset right and the above waiver is no longer in effect. The operation of this Section 6.5 shall be strictly limited to Franchise Fees lawfully imposed upon Cable Service, and shall not be construed to affect the Franchisee's rights under any provision of State or Federal law regarding the provision of services other than Cable Service..

7. REPORTS AND RECORDS

7.1

7.1 *Open Books and Records*: Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Any such inspection by the LFA shall be completed in an expeditious and timely manner. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall treat any information disclosed by Franchisee as proprietary and confidential under Section 87(2)(d) of the New York Public Officers Law, and shall only disclose it to employees, representatives, and

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agents thereof who the LFA deems to have a need to know, or in order to enforce the provisions hereof. For purposes of this section, “proprietary and confidential” information includes, but is not limited to: information related to the Cable System design, trade secrets, Subscriber lists, marketing plans, financial information; or other information that is reasonably determined by the Franchisee to be competitively sensitive. If the LFA receives a request under FOIL, or similar law for the disclosure of information that the Franchisee has designated as confidential, trade secret or proprietary, the LFA shall notify the Franchisee of such request. If the LFA determines in good faith that public disclosure of the requested information is required under FOIL, the LFA shall so notify Franchisee and, before making the disclosure, shall give Franchisee a reasonable period of time to seek to obtain judicial redress to preclude disclosure. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

7.2 *Records Required:* Franchisee shall at all times maintain:

7.2.1 Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term “complaint” as used herein refers to complaints about any aspect of the Cable System or Franchisee’s cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

7.2.2 Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

7.2.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

7.2.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

7.2.5 A map showing the area of coverage for the provisioning of Cable Services.

7.3 *System-Wide Statistics:* Any valid reporting requirement in the Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

8. INSURANCE AND INDEMNIFICATION

8.1 *Insurance:*

8.1.1 Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

Commented [3]: Inserted same language as Rockville Centre franchise

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8.1.1.1 Commercial General Liability Insurance in the amount of five hundred thousand dollars (\$500,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA applicable to a standard form general liability policy.

8.1.1.2 Workers' Compensation Insurance in conformity with all legal requirements of the State of New York.

8.1.1.3 Excess liability or umbrella coverage of not less than ten million dollars (\$10,000,000).

8.1.2 The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 8 except Worker's Compensation Insurance, and excess liability or umbrella coverage.

8.1.3 Each of the required insurance policies shall be noncancellable except upon thirty (30) days prior written notice to the LFA. Franchisee shall not cancel any required insurance policy without submitting documentation to the LFA verifying that the Franchisee has obtained alternative insurance in conformance with this Agreement.

8.1.4 Each of the required insurance policies shall be with insurance companies qualified to do business in the State of New York, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-.

8.1.5 Within thirty days after the confirmation of this agreement by the PSC, Franchisee shall deliver to the LFA copies of Certificates of Insurance showing evidence of the required coverage.

8.2 *Indemnification:* Franchisee agrees to indemnify the LFA, its officers, agents, boards, elected officials, and employees, for, and hold it harmless from, all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Franchise, provided that the LFA shall give Franchisee written notice of the LFA's request for indemnification within ten (10) days of receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access or EAS.

8.2.1 With respect to Franchisee's indemnity obligations set forth in Subsection 8.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA,

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which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

8.2.2 The LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

8.2.3 The LFA shall be responsible for its own acts of willful misconduct, negligence, or breach, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

9. TRANSFER OF FRANCHISE

9.1 *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the LFA may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted to it herein, for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.32 above.

10. RENEWAL OF FRANCHISE

10.1 *Governing Law:* The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 12.11 below, the Cable Law and Section 626 of the Communications Act, 47 U.S.C. § 546, as amended.

10.2 *Needs Assessment:* In addition to the procedures set forth in Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. Such assessments shall be provided to

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Franchisee by the LFA promptly so that Franchisee will have adequate time to submit a proposal under 47 U.S.C. § 546 and complete renewal of the Franchise prior to expiration of its term.

10.3 *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

10.4 *Consistent Terms:* Franchisee and the LFA consider the terms set forth in this Article 10 to be consistent with the express provisions of 47 U.S.C. § 546 and the Cable Law.

11. ENFORCEMENT AND TERMINATION OF FRANCHISE

11.1 *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the “Noncompliance Notice”).

11.2 *Franchisee’s Right to Cure or Respond:* Franchisee shall have sixty (60) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such sixty (60) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which Franchisee projects that it will complete cure of such noncompliance. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

11.3 *Public Hearing:* Consistent with Section 11.6 below, (i) if Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (ii) if Franchisee has not remedied the alleged noncompliance within sixty (60) days or the date projected pursuant to Section 11.2(iii) above, the LFA shall provide Franchisee at least thirty (30) business days prior written notice of a public hearing, which will specify the time, place and purpose of such public hearing, including, whether revocation of this Franchise is a possible consequence at such hearing, and provide Franchisee the opportunity to be heard and to present evidence.

11.4 *Enforcement:* Subject to Section 12.11 below and applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 11.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

11.4.1 Seek specific performance, or other equitable relief with respect to any provision, which reasonably lends itself to such remedy, as an alternative to or in addition to damages; or

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11.4.2 Commence an action at law for monetary damages or seek other equitable relief; or

11.4.3 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 11.5.

11.5 *Revocation Hearing:* At any designated public hearing at which the LFA has informed the Franchisee that revocation is a possible consequence, in accordance with the written notice requirements set forth in Section 11.4 hereof, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, and to require the production of evidence. A complete verbatim record and transcript shall be made of such hearing.

11.5.1 Following any public hearing at which revocation is a possible consequence, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the LFA in writing and promptly thereafter the LFA shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Franchise; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether it will revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that it will revoke the Franchise, the LFA shall promptly provide Franchisee with a written determination setting forth the LFA's reasoning for such revocation. Franchisee may appeal such written determination of the LFA to an appropriate court, which shall, to the extent permitted under applicable law, have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt, of the written determination of the LFA.

11.5.2 The LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

11.6 *Abandonment of Service:* Franchisee shall not abandon any Cable Service or portion thereof without the LFA's prior written consent as provided in the Cable Law.

12. MISCELLANEOUS PROVISIONS

12.1 *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

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12.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

12.4 *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

12.4.1 Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and undue hardship being placed upon Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

12.5 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, or by overnight courier to the addressees below. Each party may change its designee by providing written notice to the other party.

12.5.1 Notices to Franchisee shall be mailed to:

Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs,
Suburban New York

12.5.2 With a copy to:

Cablevision Systems Long Island Corporation
c/o Altice USA, Inc.
1 Court Square West
City, NY 11101
Attention: Legal Department

12.5.3 Notices to the LFA shall be mailed to:

Village Clerk
Incorporated Village of Freeport
46 North Ocean Avenue

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Freeport, New York 11520

12.5.4 with a copy to:

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

Notwithstanding anything herein to the contrary, regulatory notices from Franchisee to the LFA which are required pursuant to state and/or federal rules and regulations may be served electronically upon the LFA, instead of by first class mail as described above, to an email address provided by the LFA.

Commented [4]: Narrowed to include regulatory notices (example programming changes) to be made electronically.

12.6 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

12.7 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties.

12.8 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

12.9 *Severability:* With the exception of the “material provisions” of this Agreement, if any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise. For purposes of this Agreement, the term “material provision” or “material provisions” shall mean the following: Section 2.3 (Term), Section 2.5 (Franchise Subject to State and Federal Law), Article 3 (Provision of Cable Service) in its entirety, Section 4.1 (System Facilities), Section 6.1 (Payment of Franchise Fees), Article 9 (Transfer of Franchise) and Section 11.6 (Abandonment of Service).

12.10 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

12.11 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

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12.12 *Fiber Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's Fiber Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the Fiber Network or to relocate the Fiber Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

12.13 *NY PSC Approval:* This Franchise is subject to the approval of the NY PSC. Franchisee shall file an application for such approval with the NY PSC within sixty (60) days after the date hereof. Franchisee shall also file any necessary notices with the FCC.

12.14 *Rates and Charges:* The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with federal law.

12.15 *Publishing Information:* LFA hereby requests that Franchisee omit publishing information specified in 47 C.F.R. § 76.952 from Subscriber bills.

12.16 *Employment Practices:* Franchisee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

12.17 *Identification of Franchisee's Employees, Vehicles & Contractors:* The Franchisee shall require all the Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee to wear a clearly visible identification card bearing their name and photograph.

12.17.1 The Franchisee shall make reasonable effort to account for all identification cards at all times

12.17.2 The Franchisee shall require all the Franchisee representatives to wear appropriate clothing while working at a Subscriber's premises
12.17.3 The Franchisee shall require that all service vehicle of the Franchisee and its contractors or subcontractors be clearly identified as such to the public. Specifically, the Franchisee vehicles shall be required to have the Franchisee's logo plainly visible. The Franchisee shall require that all contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

12.17.4

Except if prohibited by law written and approved after the effective date of the Agreement regulating door-to-door solicitation or other sales activities undertaken on public or private property within the LFA, including any licensing or permit obligations required for such

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activities, the obligations set forth in Section 12.17 of this Agreement shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the LFA. Notwithstanding anything herein to the contrary, Franchisee agrees that its employees, agents, contractors and subcontractors shall not enter upon any private property for purposes of solicitation where the property is posted “no soliciting”, or is similarly posted, or where the property is included on a non-solicitation list maintained by the LFA and provided to Franchisee

12.18 *Customer Service:* Franchisee shall comply with the consumer protection and customer service standards set forth in Parts 890 and 896 of the NY PSC rules

12.19 *LFA Official:* The Mayor of the LFA, or a person designated by the Mayor in writing to exercise such authority, is the LFA official that is responsible for the continuing administration of this Agreement.

12.20 *Level Playing Field:*

12.20.1 Franchisee and the LFA agree that, as of the Effective Date, the terms and conditions of this Agreement are in compliance with the level playing field requirements of the NY PSC.

12.20.2

In the event that the LFA grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The LFA shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the LFA in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization; and, if the LFA approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms identified in writing by the Franchisee shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization, subject to written acknowledgment of such modification of the Agreement by the LFA issued prior to the effective date of the other franchise, franchise renewal or similar authorization. Such acknowledgement by the LFA shall not be unreasonably withheld or delayed by the LFA, and the Parties agree to negotiate in good faith a

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resolution of any disputes over the modification of the Agreement, consistent with applicable law and the Franchise, within thirty (30) days after the LFA's approval of such other franchise, franchise renewal or similar authorization.

12.20.3 In the event that a non-franchised multi-channel video service provides service to residents of the LFA, the Franchisee shall have a right to petition for amendments to the Franchise that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of this Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The LFA shall not unreasonably deny Franchisee's petition.

12.20.4 Nothing in this Section 12.20 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to section 625 of the Cable Act, 47 U.S.C. Section 545.

12.21 *No Waiver of LFA's Rights:* Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the LFA's rights under applicable federal and state law.

AGREED TO THIS ____ DAY OF _____, 2022.

The Incorporated Village of Freeport

By: _____
[NAME]

Cablevision Systems Long Island Corporation

By: _____
[NAME]

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Service Area

Exhibit C: PEG Channels

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EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Subject to the provisions of Article 3 hereof, Franchisee shall provide, without charge within the Service Area, one service outlet for Basic Service to each public school, private school accredited by the New York State Board of Regents, public library, and such other buildings as designated in writing by the LFA.

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EXHIBIT B

FRANCHISE AREA/SERVICE AREA

The Service Area shall be the Franchise Area. A map of the Service Area is attached hereto.

The construction of the Franchisee's Fiber Network has been completed throughout the Franchise Area subject only to Subsection 3.1.1 and Section 3.2 of the Franchise, and accordingly it is not necessary to provide any additional details concerning the construction and/or deployment time tables and areas within the Service Area, nor is a map of the Service Area necessary.

In the event any additional territory is annexed to the Village subsequent to the commencement of this Agreement, such additional territory shall be deemed a part of the Service Area and Franchise Area upon the effective date of such annexation, and service shall be offered and made available in such territory pursuant to Section 3.1.1 hereof within twelve (12) months after the effective date of annexation.

EXHIBIT C
PEG CHANNELS

PEG Channels to be provided in accordance with the Cable Law.

