

AGENDA BOARD OF TRUSTEES' MEETING December 12, 2022

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from November 28, 2022.
- b) Request approval of the Board of Trustees budget workshop minutes from November 29, 2022.
- c) Request approval of the Board of Trustees budget workshop minutes from November 30, 2022.
- d) Request approval of the Board of Trustees special meeting minutes from December 1, 2022.
- e) Request approval to hang one banner promoting the "Christmas Village Fair and Market" on S. Main Street between Raynor Street and Archer Street from December 12, 2022 through December 18, 2022; and that the Freeport Electric Department assist in hanging and removing the banner.

2. ASSESSOR – Vilma I. Lancaster

- a) Pursuant to Section 1410 of the Real Property Tax Law of the State of New York, the 2023/2024 Final Assessment Roll will be filed with the Village Clerk on January 3, 2023; and request the Village Clerk publish a notice in the Freeport Herald on January 5, 2023, and that the Final Assessment Roll will be open for inspection during normal business hours and remain on file for inspection in the Village Clerk's Office and the Assessor's Office for fifteen days after publication of said notice.
- b) Request approval to retroactively to add an exemption to the 2021/2022 and 2022/2023 Final Assessment Rolls and 2023/2024 Tentative Assessment Roll for Section 62, Block 062, Lot 112, a/k/a 33 W. 2nd Street, due to a clerical error and for the Village Treasurer to issue a corrected 2022/2023 property tax bill.
- c) Request approval to retroactively remove exemptions from the 2022/2023 Final Assessment Roll and 2023/2024 Tentative Assessment Roll for Section 55, Block 056, and Lot 2, a/k/a 70 California Avenue, and Section 62, Block 154, Lot 337, a/k/a 345 Roosevelt Avenue, due to transfer of title from a member of an exempt class to a nonexempt class and for the Village Treasurer to issue corrected 2022/2023 property tax bills.
- d) Request retroactive approval to correct the 2021/2022 and 2022/2023 Final Assessment Rolls and 2023/2024 Tentative Assessment Roll for Section 62, Block 056, Lot 15, a/k/a 102 Bedell Street, due to a clerical error and for the Village Treasurer to remove the restored tax invoice.
- e) Request retroactive approval to correct the 2021/2022 and the 2022/2023 Final Assessment Rolls for Section 55, Block 242, Lot 14, a/k/a 203 E. Dean Street, due to

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

a clerical error and for the Village Treasurer to issue a restored 2021/2022 and corrected 2022/2023 tax bills.

- f) Request retroactive approval to correct the 2023/2024 Tentative Assessment Roll to reflect changes in the assessed value for various PILOT properties.

3. ELECTRIC DEPARTMENT – Al Livingston Jr.

- a) Request to award for Bid #22-11-ELEC-619 “Station Service Transformer Replacements Padmounted” to Haugland Energy Group, LLC, 336 south Service Road, Melville, New York 11747, in the amount of \$897,000.
- b) Request to advertise a notice to bidders for Bid #22-12-ELEC-636 “Furnishing of 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/c Paralleled) in the Freeport Herald on December 15, 2022, with a return date of December 27, 2022.
- c) Request retroactive approval of the consulting agreement with AECOM Technical Services, Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, from March 1, 2022 through February 28, 2023, with no cap increase, in an amount not to exceed \$45,000.
- d) Request to revoke the contract with DBE Electric Corp., 980 Little East Neck Road, West Babylon, New York 11704 for Bid#21-12-ELEC-583 “Furnishing of 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)”.

4. HUMAN RESOURCES – Conor Kirwan

- a) Request retroactive approval to extend the personal services agreement with Joseph Madigan, from November 1, 2022 through February 28, 2023, with no increase to the previously approved contract, for a not to exceed amount of \$25,000.

5. POLICE DEPARTMENT – Michael J. Smith

- a) Request approval of the purchaser of Support Hour Time Block from Total Technology Solutions to be known as Sourcepass Inc., 1895 Walt Whitman Road, Melville, New York 11747, in the amount of \$14,675.

6. PUBLIC WORKS – Robert R. Fisenne

- a) Request to advertise a notice to bidders for “2023 Annual Catch Basin and Road Panel Contract” in the Freeport Herald on December 15, 2022, with a return date of January 10, 2023.
- b) Request to advertise a notice to bidders for “2023 Annual Curb and Sidewalk Contract” in the Freeport Herald on December 15, 2022, with a return date of January 10, 2023.

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

- c) Request to advertise a notice to bidders for “2023 Annual Fence Contract” in the Freeport Herald” on December 15, 2022, with a return date of January 10, 2023.
- d) Request to advertise a notice to bidders for “2023 Supply of Car Tires” in the Freeport Herald on December 15, 2022, with a return date of January 10, 2023.

7. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval of the negative declaration pursuant to SEQRA authorizing the license agreement between the Village of Freeport and the Town of Hempstead to run the Town of Hempstead Marina on Guy Lombardo Avenue.
- b) Request approval to enter into a Licensing Agreement with NBD Holdings and Ruby’s Landing, to renovate and maintain the Promenade, Woodcleft Avenue, at no cost to the Village, for a term of 25 years, with an option for an additional three (3) twenty-five (25) year increments.
- c) Request approval to enter into a Parking License Agreement with NBD Holdings, for the Hilton Hotel, Woodcleft Avenue to utilize a portion of Richmond Avenue for 41 parking spots at a cost of \$600 per month for a term of 25 years, with an option for an additional three (3) twenty-five (25) year increments.
- d) Request approval to enter into a Village Service Agreement for NBD Holding and Ruby’s Landing for the Hilton Garden Inn Project on Woodcleft Avenue.
- e) Request approval of the License Agreement between the Village of Freeport and the Town of Hempstead for use of the Guy Lombardo Avenue Marina for a term of 100 years, broken into twenty-five year increments.

8. VILLAGE CLERK – Pamela Walsh Boening

- a) Request approval of the following miscellaneous sidewalk resolution in the amount of \$10,328.16 as follows:

2 Gold Circle	\$856.98
198 S. Long Beach Avenue	\$512.80
181 S. Long Beach Avenue	\$678.40
269 Moore Avenue	\$355.20
209 Smith Street	\$3,297.76
211 Smith Street	\$1,843.16
227 Smith Street	\$1,818.94
263 Smith Street	\$964.92

9. VILLAGE COMPTROLLER – Anthony N. Dalessio

- a) Request retroactive approval to extend the personal services contract with Aaron Klein, 761 Daniel Street, Valley Stream, New York 11581, from March 1, 2022 through February 29, 2024.

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

b) Request for the Village Comptroller to make the following transfers:

FROM:

A131501 510100 Comptroller/ Regular Salaries \$50,000.00

TO:

A131504 545700 Comptroller/Non-Employee Salaries \$50,000.00

10. VILLAGE TREASURER – Ismaela M. Hernandez

a) Request to advertise a request for proposals for the “2022 Delinquent Municipal Property Tax Liens Bulk Sale” in the Freeport Herald, on December 15, 2022, with a return date of January 6, 2023.

NO PUBLIC COMMENT

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

TO: Al Livingston, Jr., Superintendent of Electric

FROM: Pamela Walsh Boening, Village Clerk

DATE: December 2, 2022

RE: Banner Request
Applicant: Harry Kritiskos
Dates: December 12, 2022 through December 18, 2022
Location: S. Main Street between Raynor Street and Archer Street

Attached please find an application from Harry Kritiskos requesting permission to hang one banner promoting the "Christmas Village Fair and Market", from December 12, 2022 through December 18, 2022 on S. Main Street between Raynor Street and Archer Street. It is further requested that the Electric Department assist in hanging and removing the banners.

Payment in the amount of \$95 was received.

The applicant will drop off the banner to the Electric Department the week of December 5th.

Please review same and advise so this can be place on the next agenda.


Pamela Walsh Boening
Village Clerk
Attachments

cc: Julian Herrera



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

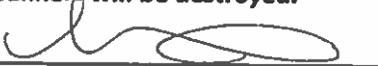
APPROVED	
Electric Dept Approval for location & duration:	<u>12/6/2022</u>
BOT Approval Date:	_____

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

1. Applicant Name: Harry Keitkos
2. Address: 97 E 2nd St, Freeport NY 11520
3. Phone Number: 516 233 6482
4. Name of Event: ~~HOLMA~~ Christmas Village Fair & Market
5. Location of Banner(s): S. Main & blt Raynor + Archer
6. Begin Date: ~~12/12~~ 12/12 Removal Date: 12/18

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.


Applicant signature

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

TO: Pamela Walsh Boening, Village Clerk

FROM: Gary Greene, Superintendent of Electric Distribution

DATE: December 6, 2022

RE: Banner Request

Applicant: Harry Kritiskos
Dates: December 12, 2022 through December 18, 2022
Locations: S.Main Street between Raynor Street and Archer St.

In regards to the hanging of a Banner Application submitted by Harry Kritiskos requesting permission to hang a banner promoting The "Christmas Village Fair and Market" from December 12, 2022 through December 18, 2022. The banner is to be located on S.Main St. between Raynor and Archer St. The Electric Department grants permission for the hanging of this banners and will assist in the hanging and removal of the same.

Gary Greene



Acting. Superintendent of Electric Distribution

Village of Freeport - New v4.1 Svr

CUSTOMER TRANSACTION RECEIPT

TODAY'S DATE: 12/02/22

CONTROL BATCH # 74726 DATE 12/02/2022
CASH # 27302 TIME 11:17
RECEIPT # 356384 TELLER # 273
CHECK # OFFICE # 1

HARRY KRITIKOS
MISC ELECTRIC

Pmt 71.25

HARRY KRITIKOS
BANNER REQUEST-CLERK

Pmt 23.75

Payment Received:
CASH

100.00

Total Received
Less Payments

100.00

95.00

Cash Back

5.00

THANK YOU FOR YOUR PAYMENT

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: December 6, 2022
RE: 2023/2024 Final Assessment Roll

Pursuant to Section 1410 of the Real Property Tax Law of the State of New York, the 2023/2024 Final Assessment Roll of the Incorporated Village of Freeport will be filed on Tuesday, January 3, 2023.

The roll will be open for inspection during normal business hours and remain on file for fifteen days in the Village Clerk's office and Assessor's office after publication of said notice.

It is requested that the Mayor and Board of Trustees direct the Village Clerk to post and publish the required legal notice in the Freeport Herald Leader's edition dated Thursday, January 5, 2023



Vilma I. Lancaster
Assessor

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

WHEREAS, pursuant to §1410 of the Real Property Tax Law of the State of New York, the 2023-2024 Final Assessment Roll of the Incorporated Village of Freeport will be filed on January 3, 2023; and

WHEREAS, the roll will be open for inspection during normal business hours and remain on file for fifteen days in the Village Clerk's office and Assessor's office after publication of said notice; and

NOW THEREFORE BE IT RESOLVED, that the Board authorize the Village Clerk to post and publish the required legal notice in the Freeport Herald edition dated January 5, 2023.

The Clerk polled the Board as follows:

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

NOTICE OF COMPLETION OF
ASSESSMENT ROLL
VILLAGE OF FREEPORT

TAKE NOTICE that the 2023/2024 Final Assessment Roll for the Village of Freeport, New York, for the Year 2023 has been completed and will be filed in the office of the Village Clerk and Assessor's Office on Tuesday, January 3, 2023 where it will remain open to the public for fifteen (15) days after the date of this notice.

Pamela Walsh Boening
Village Clerk

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

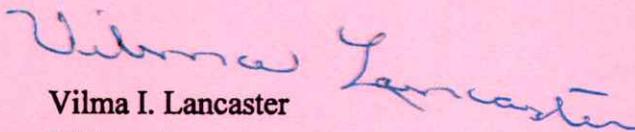
TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: November 23, 2022
RE: Request to correct 2021/2022 and 2022-2023 Final Assessment Roll and 2023/2024 Tentative Assessment Roll - Clerical Error

Permission is requested for the Assessor to retro-actively correct the assessed value in the 2021/2022 and 2022-2023 Final Assessment Rolls and 2023/2024 Tentative Roll due to a clerical error that resulted in a higher assessed value for the veteran property owner once the exemption was removed. The clerical error was due to the son and father having the same name whereby the son is deceased and father, the veteran is alive. The veteran exemption was removed on February 7, 2022 Directive and it was listed as deceased in error on 1/13/2022.

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

S / B / L	Address	Assessed Value 2022/2023	Exemption Code	2022 2023 Exemption Amount	2022/2023 Exemption Refund
62/062/112	33 W 2 nd St	7,880	41121	544	\$338.89

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustment to the 2022/2023 tax year and issue corrected tax bills. In 2021/2022 tax year no action is required the taxes had been paid, no adjustment necessary. The Assessor will correct the 2023/2024 Tentative Assessment Roll and prepare the refund claim form in the amount of \$338.89 for the 2022/2023 tax year for the property owner to sign for his refund.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, the assessed value in the 2021/2022 and 2022/2023 Final Assessment Rolls, and the 2023/2024 Tentative Assessment Roll for the property located at 33 W 2nd Street, Section 62, Block 062, and Lot 112 resulted in a higher assessed value for the veteran property owner once the exemption was removed; and

WHEREAS, the clerical error was due to the son and father having the same name whereby the son is deceased and father, the veteran is alive; the veteran exemption was removed on February 7, 2022 Directive and it was listed as deceased in error on 1/13/2022; and

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

WHEREAS, this error was brought to the Assessor's attention after the adoption of the Final Assessment Roll for 2022/2023; and

S / B / L	Address	Assessed Value 2022/2023	Exemption Code	2022 2023 Exemption Amount	2022/2023 Exemption Refund
62/062/112	33 W 2 nd St	7,880	41121	544	\$338.89

WHEREAS, in 2021/2022 tax year, no action is required, the taxes had been paid, and no adjustment is necessary; the Assessor will correct the 2023/2024 Tentative Assessment Roll and prepare the refund claim form in the amount of \$338.89 for the 2022/2023 tax year for the property owner to sign for his refund; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review, comprised of members of the Board of Trustees be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2021/2022 and 2022/2023 Final Assessment Rolls, and the 2023/2024 Tentative Assessment Roll and that the Village Treasurer issue a corrected tax bill; and

FURTHER, BE IT RESOLVED, the Assessor will correct the 2023/2024 Tentative Assessment Roll and prepare the refund claim form in the amount of \$338.89 for the 2022/2023 tax year for the property owner to sign for his refund.

The Clerk polled the Board as follows:

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

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

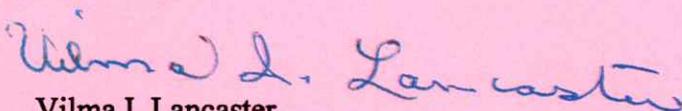
TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: December 6, 2022
RE: Remove Exemptions from Final Roll 2022/2023 and 2023/2024 Tentative Roll

Permission is requested for the Assessor to retro-actively remove from 2022/2023 Final Assessment Roll and 2023/2024 Tentative Roll an exemption related to Veteran and Senior Owned Property. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
55-056-2	70 California Ave	41131 Veteran War Time/ Combat	906	Property Sold 11/09/2022
62-154-337	345 Roosevelt Ave	41800 Senior	1,553	Property Sold 11/28/2022

Permission is further requested that the Board authorize the Assessor to correct the 2023/2024 Tentative Assessment Roll and the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2022/2023 corrected property tax bill.


Vilma I. Lancaster
Village Assessor

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

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

WHEREAS, the below list consists of changes to assessed tax value after the adoption of the 2022/2023 Final Assessment Roll and 2023/2024 Tentative Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
55-056-2	70 California Ave	41131 Veteran War Time/ Combat	906	Property Sold 11/09/2022
62-154-337	345 Roosevelt Ave	41800 Senior	1,553	Property Sold 11/28/2022

WHEREAS, the Assessor reviewed the application and made a recommendation that the exemption be removed from the 2022/2023 Final Assessment Roll and 2023/2024 Tentative Roll as listed above; and

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

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2022/2023 Final Assessment Roll and 2023/2024 Tentative Roll that the Treasurer issue restored and corrected tax bills.

The Clerk polled the Board as follows:

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: November 23, 2022
RE: Request to correct 2021/2022 and 2022/2023 Final Assessment Rolls and 2023/2024 Tentative Assessment Rolls - Clerical Error

Permission is requested for the Assessor to retro-actively correct the assessed value in the 2021/2022 and 2022/2023 Final Assessment Rolls and 2023/2024 Tentative Assessment Roll due to a clerical error in removing the senior exemption.

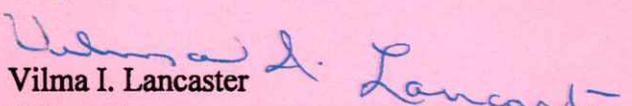
Where an assessed value amount is removed on an assessment roll erroneously on a parcel, it is a clerical error RPTL §550(2) (e). The clerical error was due to the 5217 Transfer Form not indicating that it was a Life Estate and the property owner did not advise the Village that a Life Estate was created. As a result, the senior exemption was removed on July 25, 2022 Directive and it was listed as property sold as of 12/16/2021. The error can be corrected by the Board in accordance with the provisions of RPTL §552.

The property owner received a Restored Tax Invoice from the Treasurers Department on November 9, 2022 to pay the difference that was owed. The Restored Tax Invoice initiated her to question the Invoice knowing that she did pay all her taxes for 2021/2022 and 2022/2023. The property owner has now presented the deed that was recorded December 16, 2021 indicating that it is a Life Estate.

Listed below is the correct status of the property including the exemptions for 2021/2022 and 2022/2023 Final Roll and 2023/2024 Tentative Roll.

S / B / L	Address	Assessed Value	Exemption Assessed Value
62 / 056 / 15	102 Bedell St	2021/2022 - 6,480	3,240
		2022/2023 - 6,480	3,240
		2023/2024 - 6,480	3,240

Permission is further requested that the Board authorize the Village Treasurer to remove the Restored Tax Invoice from the Village system since the property owner paid the Village for the tax years of 2021/2022 and 2022/2023 and the Assessor will correct the 2023/2024 Tentative Roll to reflect the exemption..


Vilma I. Lancaster
Village Assessor

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

WHEREAS, the assessed value in the 2021/2022 and 2022/2023 Final Assessment Rolls, and the 2023/2024 Tentative Assessment Rolls for the property located at 102 Bedell Street, Section 62, Block 056, and Lot 15 was a clerical error due to the 5217 Transfer Form not indicating that it was a Life Estate and the property owner did not advise the Village that a Life Estate was created; as a result, the senior exemption was removed on July 25, 2022 Directive and it was listed as property sold as of 12/16/2021; and

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

WHEREAS, this error was brought to the Assessor's attention after the adoption of the Final Assessment Roll for 2022/2023; and

S / B / L	Address	Assessed Value	Exemption Assessed Value
62 / 056 / 15	102 Bedell St	2021/2022 - 6,480	3,240
		2022/2023 - 6,480	3,240
		2023/2024 - 6,480	3,240

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review, comprised of members of the Board of Trustees be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2021/2022 and 2022/2023 Final Assessment Rolls, and the 2023/2024 Tentative Assessment Roll and that the Village Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

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

Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: December 1, 2022

RE: Request to correct 2021/2022 and 2022/2023 Final Assessment Roll - Clerical Error

A permission is requested for the Assessor to retro-actively correct the assessed value in the 2021/2022 and 2022/2023 Final Assessment Rolls due to a clerical error that resulted in the removal of the senior exemption value.

Where an assessed value amount is removed on an assessment roll erroneously on a parcel, it is a clerical error RPTL §550(2) (e). The clerical error was due to the property owner being declared deceased on February 7, 2021 and it was reflected on the Directive of December 13, 2021.

In 2021/2022, the property owner paid the tax bill on what was reflected in the tax roll of 2,962 assessed value. In 2022/2023, the property owner paid the tax bill on what was reflected in tax roll of 5,925 assessed value due to the property owner not having the senior exemption that was erroneously removed. The property owner did not file for an exemption in 2023/2024.

The error can be corrected by the Board in accordance with the provisions of RPTL §552. Once, the total assessed value of 5,925 is reduced by 2,963 the senior exemption amount, it will result in the correct taxable assessed value of 2,962.

S / B / L	Address	Assessed Tax Value 2021 and 2022	Exemption Assessed Value 2021 and 2022	Taxable Value 2021 and 2022 Incorrect Tax Assessed Value	Tax Paid 2021 and 2022	Property Owner Should Have Paid 2021 & 2022
55 / 242 / 14	203 E Dean St	2021 - 5,925	2021 - 2,963	2,962	\$2,363.21	\$2,363.21
		2022 - 5,925	2022 - 0	5,925	\$4,209.04	\$2,363.21

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustment to the 2021/2022 and 2022/2023 restored tax and issue corrected tax bills. Once approved and the Assessor will prepare the refund claim form for the 2022/2023 refund for the owner to sign.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, permission is requested for the Assessor to retro-actively correct the assessed value in the 2021/2022 and 2022/2023 Final Assessment Rolls due to a clerical error that resulted in the removal of the senior exemption value; and

WHEREAS, the clerical error was due to the property owner being declared deceased on February 7, 2021 and it was reflected on the Directive of December 13, 2021; and

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

WHEREAS, this error was brought to the Assessor’s attention after the adoption of the Final Assessment Roll for 2022/2023; and

S / B / L	Address	Assessed Tax Value 2021 and 2022	Exemption Assessed Value 2021 and 2022	Taxable Value 2021 and 2022 Incorrect Tax Assessed Value	Tax Paid 2021 and 2022	Property Owner Should Have Paid 2021 & 2022
55 / 242 / 14	203 E Dean St	2021 - 5,925	2021 - 2,963	2,962	\$2,363.21	\$2,363.21
		2022 - 5,925	2022 - 0	5,925	\$4,209.04	\$2,363.21

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review, comprised of members of the Board of Trustees be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2021/2022 and 2022/2023 Final Assessment Rolls, and the 2023/2024 Tentative Assessment Roll and that the Village Treasurer issue a corrected tax bill; and

FURTHER, BE IT RESOLVED, the Assessor will correct the 2023/2024 Tentative Assessment Roll and prepare the refund claim form for the 2022/2023 tax year for the property owner to sign.

The Clerk polled the Board as follows:

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

Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma I. Lancaster, Village Assessor
 DATE: November 28, 2022
 RE: 2023/2024 PILOT Tentative Assessment Roll Correction

A retro-active permission is hereby requested to correct the 2023/2024 Tentative Assessment Roll to reflect the changes of the assessed value for the PILOT properties. The IDA forwarded the new dollar allocation for each PILOT agreement amounts for the 2023/2024 tax year.

The allocated dollar amount had to be re-calculated by using the 2022/2023 tax rate (62.296) to obtain the assessed value for each PILOT as stated below for the 2023/2024 Final Assessment Roll and entered into PAS to be uploaded to the ENQUESTA tax system for the 2023/2024 tax year.

S / B / L	Property Address	PILOT Owners	PILOT Assessed Value 2023/2024	New PILOT Assessed Value Dollar Amount 2023/2024
55-491-332	30 Commercial St	Emergency Ambulance Services	65,815	41,011.00
62-035-5,25	27 Saint John's Pl	Dover Gourmet	78,773	49,072.49
62-230-63	129 Hanse Ave	North Shore Linen	93,318	58,133.35
62-D-147,148,149,150,163,164,165,166,167,168,174	72 Albany Ave	Columbia Equipment Co 72 Albany Realty LLC	62,703	39,061.23
62-233-2,3 62-177-339,526,541,542,548	444,417,447,477, 435 Woodcleft Ave	NBD Holding/Hilton Garden Inn	38,473	23,967.24
62-114-18-20	206 Smith St	206 Smith St	20,986	13,073.20
TOTAL			360,068	\$224,318.51


 Vilma I. Lancaster, Assessor

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

WHEREAS, retroactive permission is requested to correct the 2023/2024 Tentative Amended Assessment Roll to reflect the changes of the assessed value for the PILOT properties in which the IDA forwarded the new dollar allocation for each PILOT agreement amounts for the 2023/2024 Village year; and

WHEREAS, the allocated dollar amount had to be re-calculated to obtain the assessed value for each PILOT as stated below for the 2023/2024 tax year and entered into PAS to be uploaded to the ENQUESTA tax system; and

S / B / L	Property Address	PILOT Owners	PILOT Assessed Value 2023/2024	New PILOT Assessed Value Dollar Amount 2023/2024
55-491-332	30 Commercial St	Emergency Ambulance Services	65,815	41,011.00
62-035-5,25	27 Saint John's Pl	Dover Gourmet	78,773	49,072.49
62-230-63	129 Hanse Ave	North Shore Linen	93,318	58,133.35
62-D-147,148,149,150,163,164,165,166,167,168,174	72 Albany Ave	Columbia Equipment Co 72 Albany Realty LLC	62,703	39,061.23
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62-114-18-20	206 Smith St	206 Smith St	20,986	13,073.20
TOTAL			360,068	\$224,318.51

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees be authorized to retroactively approve the corrections to the 2023/2024 Tentative Assessment Roll.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 2, 2022
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Bid Recommendation - Bid #22-11-ELEC-619
Station Service Transformer Replacements Padmounted
13.8kV/4160V - 5000/6250 KVA

At the bid opening on Tuesday, November 1, 2022, the Electric Department received four (4) bids for the furnishing of Station Service Transformer Replacements for the LM 6000 unit at Power Plant 2.

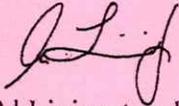
The permanent transformer replacements are required due to the failure of the two (2) original transformers. A temporary rental transformer is currently in place for one of the units in order to facilitate the operation of the LM6000.

Bids were received from licensed local union Electrical Contractors - Haugland Energy Group, LLC, E-J Electrical Installations, Co., Hinck Electrical Contractors, Inc., and Bana Electric Corp. The listed companies were responsive and responsible. The results are as follows:

Vendor	Tender	Winning Vendor
Haugland Energy Group, LLC	\$897,000.00	XX
E-J Electric Installation Co.	\$1,165,000.00	
Hinck Electrical Contractors, Inc.	\$1,449,900.00	
Bana Electric Corp.	\$1,515,000.00	

A clarification meeting was held with Haugland Energy Group on November 9, 2022, to review the Contract and Specifications to ensure complete conformance. No cost adjustments were required.

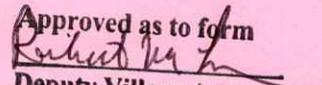
It is the recommendation of the Superintendent of Electric Utilities that the Station Service Transformer Replacements Padmounted 13.8kv/4160V - 5000/6250 KVA bid be awarded to the lowest responsible and responsive bidder meeting Contract and Specifications, Haugland Energy Group, LLC, 336 South Service Road, Melville, NY 11747 for a cost of \$897,000.00. The cost of the transformers and installation will be charged to E 110000, WO #2492. There are sufficient funds available in this account.



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, the Village of Freeport has solicited bids for the Furnishing of Station Service Transformer Replacements, Padmounted 13.8 KV/4160V – 5000/6250, Bid #22-11-ELEC-619; and

WHEREAS, at the bid opening on Tuesday, November 1, 2022, the Electric Department received four (4) bids for the LM 6000 unit at Power Plant 2; and

WHEREAS, the lowest responsible and responsive bidder meeting specifications was submitted by Haugland Energy Group, LLC, 336 South Service Road, Melville, NY 11747, for a cost of \$897,000.00; 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, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the contract for the Furnishing of Station Service Transformer Replacements, Padmounted 13.8 KV/4160V – 5000/6250, Bid #22-11-ELEC-619 to Haugland Energy Group, LLC, 336 South Service Road, Melville, NY 11747, for a cost of \$897,000.00.

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

Village Attorney

12/9/2022

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 2, 2022

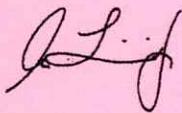
To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

**Re: Request to Advertise - Bid # 22-12-ELEC-636
Furnishing of 15 KV Underground Cable, EPR Insulated, Copper
Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)**

Attached please find specifications for the furnishing of 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled). This cable will be used to replenish supplies in preparation for general work. The cost of this cable will be charged to inventory.

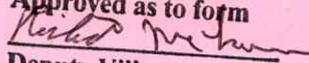
I request authorization to advertise a Notice to Bidders on December 15, 2022, in the Freeport Herald and other relevant publications. Specifications would be available from December 16, 2022, to December 23, 2022. The bids would have a returnable date of December 27, 2022. Attached is a copy of the Notice to Bidders for your review. The cost of this cable will be charged to E 123000 (Inventory). There are sufficient funds available for this expense.



Al Livingston Jr.
Superintendent of Electric Utilities

AL:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport Electric Department requires the purchase of 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled), to be used to replenish supplies to a safe stock level in preparation for general work; and

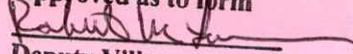
WHEREAS, procurement of said underground cable requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utility, the Village Clerk be and hereby is authorized to publish a Notice to the Bidders for the "Furnishing of 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)," Bid #22-12-ELEC 636, in the Freeport Herald and other relevant publications of general circulation on December 15, 2022, with specifications available from December 16, 2022 to December 23, 2022, with a return date of December 27, 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

**FURNISHING OF 15 KV UNDERGROUND CABLE, EPR INSULATED, COPPER
TAPE SHIELDED, CHLORINATED, POLYETHYLENE JACKETED
(3-1/C PARALLELED)
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “FURNISHING OF 15 KV UNDERGROUND CABLE, EPR INSULATED, COPPER TAPE SHIELDED, CHLORINATED, POLYETHYLENE JACKETED (3-1/C PARALLELED)” until 11:00 A.M. on Tuesday, December 27, 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 seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from 9:00 A.M. on Friday, December 16, 2022, until 4:00 P.M. on Friday, December 23, 2022.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 15, 2022

VILLAGE OF FREEPORT

Nassau County, New York



Contract and Specifications For

**FURNISHING OF 15 KV UNDERGROUND CABLE, EPR INSULATED,
COPPER TAPE SHIELDED, CHLORINATED, POLYETHYLENE JACKETED
(3-1/C PARALLELED)**

BID #22-12-ELEC-636

MAYOR

Robert T. Kennedy

TRUSTEES

**Jorge A. Martinez
Evette B. Sanchez**

**Christopher L. Squeri
Ronald J. Ellerbe**

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



**Al Livingston Jr., Superintendent
Inc. Village of Freeport**

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NOTICE TO BIDDERS

**FURNISHING OF 15 KV UNDERGROUND CABLE, EPR INSULATED, COPPER TAPE
SHIELDED, CHLORINATED, POLYETHYLENE JACKETED
(3-1/C PARALLELED)
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “FURNISHING OF 15 KV UNDERGROUND CABLE, EPR INSULATED, COPPER TAPE SHIELDED, CHLORINATED, POLYETHYLENE JACKETED (3-1/C PARALLELED)” until 11:00 A.M. on Tuesday, December 27, 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 Board reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids which, in the opinion of the Board, are unbalanced shall be rejected.

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 15, 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 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)”

2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, from 9:00 A.M. on Friday, December 16, 2022, until 4:00 P.M. on Friday, December 23, 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 Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)”, together with the name of the bidder.

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, and the check accompanying the proposal shall be forfeited to the Village.

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 warrantees. Deliver to: The Village of Freeport Storeroom, 220 W. Sunrise Hwy., Freeport, NY 11520.

SPECIFICATION
FOR
15 KV UNDERGROUND CABLE
EPR INSULATED
COPPER TAPE SHIELDED
CHLORINATED POLYETHYLENE JACKETED
(3-1/C PARALLELED)

INC. VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
(Freeport Electric)

Title: Specification for 15 KV Underground Shielded Cable with Ethylene Propylene Rubber (EPR) Insulation.

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

Detailed Specification

1 General

This specification covers the three year blanket purchase of 3 paralleled single conductor 15 KV cables as per Table I, with an option to extend the contract for up to one year. All cable furnished shall be in complete compliance with this specification covering the construction of 3 paralleled single conductor cables on a reel.

Power cables furnished shall be rated 15 KV operation per Table I. Cable insulation shall be thermosetting ethylene propylene rubber (EPR) suitable for normal installation, indoors or outdoors, in conduit, in air, intermittent or continuous submersion in water and direct burial. All cable shall have a continuous conductor operating temperature of 105°C, at an emergency overload conductor temperature 140°C and at a short circuit conductor temperature of 250°C. Cable shall be manufactured and tested in accordance with ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, UL1072 and other applicable cable standards.

2 Single Conductor

Conductor shall be copper, Class B annealed uncoated compact stranded. Cable sizes shall be as per Table I.

3 Conductor Shielding

The conductor shield shall be a black, semi-conducting or stress grading material, extruded directly over the conductor. The material shall be compatible with the conductor and the overlying insulation. The shield material shall be clean stripping from the conductor and meet ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, and UL1072 cable standards.

4 **Insulation**

The insulation system shall be composed of an inner semi-conducting shield extrusion over the conductor, primary extruded insulation, and an outer semi-conducting extrusion layer. The primary insulation shall be a high quality ozone and discharge resistant thermosetting ethylene propylene rubber (EPR) compound meeting ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, and UL1072 cable standards or current equivalent specifications. The insulation shall not contain any visible voids or contaminants when examined with a minimum of 15 power magnification. Minimum average thickness of the insulation system at any part of the cable shall be as per Table I.

5 **Insulation Shielding**

Each conductor shall have an extruded thermosetting, semi-conducting insulation screen applied over the insulation meeting the requirements of ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, and UL1072 standards or current equivalent specifications.

6 **Tape Shielding**

The insulation shield shall consist of a 5 mil uncoated copper tape applied helically over the outer semi-con layer with nominal 12.5% overlap on itself.

7 **Jacket**

A continuous extruded jacket of moisture, heat, oil, ultraviolet, and abrasion resistant black chlorinated polyethylene shall be applied over the insulation and shielding system. The minimum average thickness of the jacket at any point of the cable shall not be less than 80 mils.

8 **Identification of Cable**

The appropriate legend shall be printed on the surface of the jacket using white ink, repeated at two foot intervals. The legend shall indicate manufacture, size, metal, insulation type, nominal thickness, voltage rating, year of manufacture, and sequential footage marking.

9 **DC Hi Pot Test**

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

10 **Sample Submission and Approval**

The winner of the bid shall furnish a 3 foot sample of a single conductor 500 kcmil cable to Freeport Electric for examination prior to manufacturing the order.

11 **Cutting Lengths**

Cutting lengths shall be as per list below. Each length shall be a three conductor assembly furnished of three single cables, parallel lay (without twisting) on reels.

12 **Reels**

All cable to be shipped on non-returnable reels. All reels shall be no larger than 6' high and 4' wide.

13 **Warranty**

The manufacturer shall warrant that the cables supplied to the purchaser will be free from defects in material and workmanship for the forty-year design life of the cable. In the event that the cable is defective in manufacture, as mutually determined by the purchaser and manufacturer or by an independent certified testing laboratory, the manufacturer will replace the defective sections between two splices with new cable to be furnished free of charge to the same delivery point originally called for in the order. The warranty document incorporated herein shall be duly completed and included with the bid. The manufacturer will not be responsible for any defects to electrical equipment other than the cables supplied under this order. The manufacturer shall not be responsible for mechanical or physical damages to the cables following delivery and acceptance by FE or for improper splicing, termination, maintenance or operation which is in accordance with standard recommended practice and procedures.

14 **Delivery**

Items shall be delivered during regular working hours on low-boy trailer or trailers to Village of Freeport Electric Department Stores, 220 West Sunrise Highway, Freeport, N.Y., within twenty (20) weeks after award of contract. FE reserves the right to purchase cable from outside vendor if bidder cannot deliver order within the above mentioned twenty (20) weeks.

15 **Pricing**

The purchaser claims tax exemption on this material. Tax exemption certificate will be furnished by the Village of Freeport Purchasing Department. Bids shall include freight f.o.b. Freeport, N.Y. Bid prices shall be firm for thirty (30) days after receipt of bids. Deliveries beyond the quoted lead time will be subject to escalation based upon material price index.

16 **Payment**

Payment shall be made within sixty (60) days after receipt of goods and invoice by purchaser.

17 **Bidder's Qualifications**

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

18 **Sample**

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

19 **Exceptions**

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

Table I.

Circuit Footage	Configuration	Cond. Size	Operating Voltage	No. of Strands	Insulation Thickness	Insulation Shielding	Tape Shield	Jacket	DC Hi Pot Test
1400**	3-1/C Parallel	500 MCM	15 KV	37	175 mils	30 mils	5 mils	80 mils	55 KV

*2 REELS X 700 CKT FEET

**FURNISHING OF 15 KV UNDERGROUND CABLE, EPR
INSULATED, COPPER TAPE SHIELDED, CHLORINATED,
POLYETHYLENE JACKETED (3-1/C PARALLELED)**

DATE: _____

NAME: _____

ADDRESS: _____

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

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

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NOTES:

- 1) The Village of Freeport reserves the right to include or delete any items from the Contract or adjust the estimated quantity amount accordingly.
- 2) The low bidder will be determined from the "**TOTAL**" Price of the item(s) chosen by the Village of Freeport based on unit price and length. Award of the contract will be made based upon the lowest total estimated contract price.
- 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.

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 piece of equipment proposed to be furnished.

1)

Name: _____

Company: _____

Address: _____

Phone: _____

2)

Name: _____

Company: _____

Address: _____

Phone: _____

3)

Name: _____

Company: _____

Address: _____

Phone: _____

PROPOSAL - CONT'D

**BID SCHEDULE OF PRICES
TO BE COMPLETED BY BIDDER:**

15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)

<u>CIRCUIT FOOTAGE</u>	<u>CONFIG.</u>	<u>COND. SIZE</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>1400**</u>	<u>3-1/C Parallel</u>	<u>500 MCM</u>		
			<u>NET SUM PRICE</u>	

**2 REELS X 700 CKT FEET

BID PROPOSAL

**Furnishing of 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated,
Polyethylene Jacketed (3-1/C Paralleled)**

as per specifications, or equal

NAME OF BIDDER _____

ADDRESS _____

MAILING ADDRESS/P.O. BOX _____

TELEPHONE NO. () _____

FAX NO. _____

EMAIL _____

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

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

_____ \$ _____
(Write Total Amount in Words)

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

(Signature of Bidder) (Title) (Date)

(Print or Type Name) (Telephone)

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

Itemized Listing of Exceptions

Paragraph #

Describe Exception

Alternative Submission

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

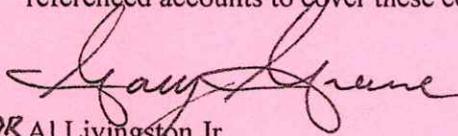
Date: November 30, 2022
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Consulting Agreement – AECOM Technical Services, Inc.

AECOM Technical Services, Inc., formerly known as ENSR, has provided environmental consulting services to Freeport's Electric Utility for over fifteen years. The Utility uses AECOM's services on an as needed basis for various environmental management issues. In addition, AECOM assists the Utility with the submittal of certain reports and certifications required by the New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA). Listed below are some of the services that AECOM provides.

- Preparation of annual compliance certifications.
- Preparation of annual emissions statements.
- Preparation of quarterly data reports for the LM6000 unit.
- Preparation of semi-annual monitoring reports.
- SO₂/NO_x allowance reporting and management for the LM6000 unit.
- Greenhouse gas emissions reporting for Power Plant 2.
- Preparation of Engine MACT compliance for Power Plant 1.

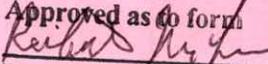
AECOM also serves as agent for Freeport Electric in emissions markets such as EPA's Clean Air Market Program and the Regional Greenhouse Gas Initiative. Attached for your review is a renewal agreement for AECOM Technical Services, Inc., to provide general environmental services to the Inc. Village of Freeport. To date, we expended \$31,073.12 out of the \$45,000.00 allocated for the current contract.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve that AECOM Technical Services, Inc. of 250 Apollo Drive, Chelmsford, Massachusetts 01824, perform, on an as needed basis, general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000.00, from March 1, 2022 to February 28, 2023. These services will be charged to E7143151 510000 – Power Plant 1; E7143152 510000 – Power Plant 2 and E7143156 510000 – LM6000. Further, that the Mayor be authorized to execute any and all documents necessary and proper to effectuate this agreement. There are sufficient funds in the referenced accounts to cover these costs.



FOR Al Livingston Jr.
Superintendent of Electric Utilities

AL:tb
Attachment
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 motion be adopted:

WHEREAS, AECOM Technical Services, Inc. has provided environmental consulting to Freeport’s Electric Utility for over fifteen years on an as needed basis for various environmental management issues; and

WHEREAS, AECOM assists the Utility with the submittal of certain reports and certifications required by the New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA); and

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

WHEREAS, AECOM serves as an agent for Freeport Electric in emissions markets such as EPA’s Clean Air Market Program and the Regional Greenhouse Gas Initiative; and

WHEREAS, the cost of AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport’s Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2022 to February 28, 2023; and

WHEREAS, to date, AECOM has rendered \$31,073.12 in services that will be allocated against this \$45,000 contract; and

WHEREAS, these services will be charged to E7143151 510000 – Power Plant 1; E7143152 510000 – Power Plant 2; and E7143156 510000 – LM6000 and there are sufficient funds in the referenced accounts to cover these costs; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute the renewal agreement between the Village of Freeport and AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport’s Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2022 to February 28, 2023.

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
Robert D. Kelly
Deputy Village Attorney

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

DIRECTIVE

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

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

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

WHEREAS, AECOM Technical Services, Inc. has provided environmental consulting to Freeport’s Electric Utility for over fifteen years on an as needed basis for various environmental management issues; and

WHEREAS, AECOM assists the Utility with the submittal of certain reports and certifications required by the New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA); and

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

WHEREAS, AECOM serves as an agent for Freeport Electric in emissions markets such as EPA’s Clean Air Market Program and the Regional Greenhouse Gas Initiative; and

WHEREAS, the cost of AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport’s Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2021 to February 28, 2022; and

WHEREAS, to date, AECOM has rendered \$11,850.55 in services that will be allocated against this \$45,000 contract; and

WHEREAS, these services will be charged to E7143151 510000 – Power Plant 1; E7143152 510000 – Power Plant 2 and E7143156 510000 – LM6000 and there are sufficient funds in the referenced accounts to cover these costs; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute the renewal agreement between the Village of Freeport and AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport’s Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2021 to February 28, 2022.

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

The Clerk polled the Board as follows:

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

cc:

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Electric Utilities	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Rec. Center
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> Treasurer
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> Personnel	<input checked="" type="checkbox"/> Dep. Treasurer
<input type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Dep. V. Clerk
<input checked="" type="checkbox"/> Claims Examiner Aide	<input checked="" type="checkbox"/> Publicity	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> Comptroller	<input checked="" type="checkbox"/> Public Works	
<input checked="" type="checkbox"/> Court	<input checked="" type="checkbox"/> Purchasing	

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

AECOM TECHNICAL SERVICES, INC.

MARCH 1, 2022 – FEBRUARY 28, 2023

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2022, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and AECOM TECHNICAL SERVICES, INC., with offices located at 250 Apollo Drive, Chelmsford, Massachusetts 01824-3627 (hereinafter referred to as "AECOM"):

WITNESSETH:

WHEREAS, AECOM has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport Electric Utility, in particular the performance of general environmental services for Freeport's Power Plants One and Two, and;

WHEREAS, AECOM 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:

TERMS AND CONDITIONS

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

1. *Contract.*

IVF hereby contracts with AECOM as an independent contractor, and AECOM hereby accepts contract based 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 on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. The IVF will compensate AECOM for only those services rendered prior to the termination of the contract.

3. *Compensation.*

AECOM hereinafter agrees to provide general environmental services for Power Plants One and Two for a total cap of \$45,000, payable at the rates delineated in Attachment A.

4. *Duties.*

AECOM shall provide general environmental services to the IVF as needed. The general environmental services to be provided include, inter alia:

- Preparation of annual compliance certifications.
- Annual emissions statements.
- Quarterly data reports for the LM6000 unit.
- Semi-annual monitoring reports.
- SO₂/NO_x allowance reporting and management for the LM6000 unit.
- Greenhouse gas emissions reporting for Power Plant 2.
- Engine MACT compliance for Power Plant 1.

5. *Extent of Services.*

AECOM shall devote such time, attention and energies to the IVF as is required. AECOM 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 AECOM shall not disclose any information, IVF documents and/or other information given to or acquired by AECOM in the course of performing its duties.

6. *Expenses.*

AECOM is authorized to incur reasonable expenses related to AECOM's performance of the aforesaid duties. The IVF will reimburse AECOM for all such expenses authorized by the IVF upon the presentation by AECOM, from time to time, of an itemized account of such expenditures. Additionally, any expense greater than One Hundred (\$100.00) Dollars shall be pre-approved by the IVF. AECOM agrees to submit, on or before the first day of each month, an invoice for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

7. *No Participation.*

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

8. *Death or Disability.*

If due to death, disability or illness, AECOM is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to AECOM.

9. *Assignment.*

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

10. *Notices.*

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

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, NY 11520

AECOM
250 Apollo Drive
Chelmsford, MA 01824-3627

11. *Confidentiality.*

AECOM will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF that the parties had in their possession prior to disclosure; the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; is independently developed by the receiving party; or is required to be disclosed by law or court order.

12. *Entire Agreement and Waiver.*

This Agreement along with the attachments 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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *Disclosure.*

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

19. *Remedies.*

Neither party, nor their parent, affiliated nor subsidiary companies, nor their officers, directors, agents, employees nor contractors shall be liable to the other for incidental, indirect, special, collateral, consequential, and exemplary or punitive damages arising out of or related to the Services, whether based on contract, sole or other negligence, or strict liability, statutory or otherwise.

20. *Force Majeure.*

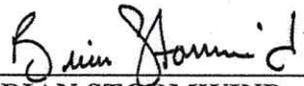
AECOM shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosion, acts of nature, acts of government, labor disturbances, delays in transportation or inability to obtain materials or equipment.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

BY: _____
MAYOR ROBERT T. KENNEDY

AECOM TECHNICAL SERVICES, INC.

BY:  _____
BRIAN STORMWIND,
ASSOCIATE VICE PRESIDENT
ENVIRONMENT

APPROVED AS TO FORM:

Howard Colton
Village Attorney

ATTACHMENT A

Commercial Terms

AECOM

Village of Freeport Time and Materials Agreement Effective March 1, 2020 for New Contracts & Purchase Orders

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and the Incorporated Village of Freeport ("Client"), referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

STAFF CATEGORY	RATE/HOUR
PROJECT ADMINISTRATOR I, TECHNICIAN I	\$60.00
TECHNICIAN II, DATA ANALYST I	\$75.00
PROJECT CONTROL I, SCIENTIST I, PROJECT ADMINISTRATOR II, CONSTRUCTION I	\$90.00
SCIENTIST II, ENGINEER I, TECHNICIAN III, DATA ADMINISTRATOR II, CONSTRUCTION II	\$105.00
PROJECT CONTROL II, SCIENTIST III, ENGINEER II, TECHNICIAN IV, DATA ADMINISTRATOR III, PROJECT ADMINISTRATOR III	\$120.00
PROJECT MANAGER I, SCIENTIST IV, ENGINEER III, CONSTRUCTION III	\$135.00
SCIENTIST V, ENGINEER IV	\$150.00
PROJECT DIRECTOR I, PROJECT MANAGER II, CONSTRUCTION IV	\$170.00
PROJECT DIRECTOR II, ENGINEER V	\$200.00
PROJECT DIRECTOR III, PROJECT DIRECTOR IV	\$225.00

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER – AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged at cost.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within forty-five (45) days are subject to interest from the 46th day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the forty-five (45) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

ATTACHMENT A

Commercial Terms



Village of Freeport Time and Materials Agreement Effective March 1, 2020 for New Contracts & Purchase Orders

SECURITY INTEREST – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms and the attached Consulting Agreement govern the performance of the Services and rights and obligations of the parties.

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

DIRECTIVE

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

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

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

WHEREAS, AECOM Technical Services, Inc. has provided environmental consulting to Freeport's Electric Utility for over fifteen years on an as needed basis for various environmental management issues; and

WHEREAS, AECOM assists the Utility with the submittal of certain reports and certifications required by the New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA); and

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

WHEREAS, AECOM serves as an agent for Freeport Electric in emissions markets such as EPA's Clean Air Market Program and the Regional Greenhouse Gas Initiative; and

WHEREAS, the cost of AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2021 to February 28, 2022; and

WHEREAS, to date, AECOM has rendered \$11,850.55 in services that will be allocated against this \$45,000 contract; and

WHEREAS, these services will be charged to E7143151 510000 – Power Plant 1; E7143152 510000 – Power Plant 2 and E7143156 510000 – LM6000 and there are sufficient funds in the referenced accounts to cover these costs; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute the renewal agreement between the Village of Freeport and AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2021 to February 28, 2022.

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

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: December 2, 2022

To: Mayor Robert T. Kennedy

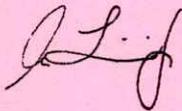
From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Disqualification of Awarded Vendor
Bid #21-12-ELEC-583
Furnishing of 15 KV Underground Cable, EPR Insulated, Copper Tape
Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)

At the bid opening on December 21, 2021, the Electric Department received three bids in response to its advertisement for 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled). On February 7, 2022, the Board awarded the bid to the lowest responsive and responsible vendor, DBE Electric Corp.

Since the bid award, the vendor has been contacted on several occasions to supply the specified cable (see attached email chain). To date, we have not been able to purchase the cable. Based upon our inability to obtain the required cable from DBE Electric Corp., the Superintendent of Electric Utilities recommends that the Board revoke the award of the 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled) bid to DBE Electric Corp. located at 980 Little East Neck Rd., West Babylon, NY 11704.

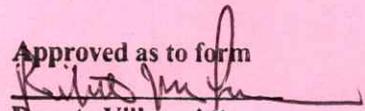
The Electric Department intends to request approval to advertise this item.



Al Livingston Jr.
Superintendent of Electric Utilities

AL:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 7, 2022, the Board awarded Bid #21-12-ELEC-583 for the furnishing of 15 KV EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/c Paralleled) to DBE Electric Corp., 980 Little East Neck Road, West Babylon, New York, 11704, for a not to exceed amount of \$70,812.00 per year for a three-year period from March 1, 2022 through February 28, 2025, with an option to extend the contract for up to one year; and

WHEREAS, since the bid award, the vendor has been contacted on several occasions to supply the specified cable (see attached email chain); and

WHEREAS, to date, the Village has not been able to purchase the cable; and

WHEREAS, based upon the Village's inability to obtain the required cable from DBE Electric Corp., the Superintendent of Electric is requesting for the Board to revoke the award of the 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled) with DBE Electric Corp. located at 980 Little East Neck Rd., West Babylon, NY 11704; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Mayor and the Board hereby revoke the award of the 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled), Bid #21-12-ELEC-583, with DBE Electric Corp. located at 980 Little East Neck Rd., West Babylon, NY 11704.

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
12/9/2022

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities February 10, 2022
FROM: Lisa DeBourg, Deputy Village Clerk

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

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

WHEREAS, the Village of Freeport has solicited bids for the furnishing of 15 KV EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/c Paralleled) under bid #21-12-ELEC-583; and

WHEREAS, at the bid opening on December 21, 2021, the Electric Department received three bids in response to the referenced bid advertisement; and

WHEREAS, the lowest responsive and responsible bid was submitted by DBE Electric Corp., 980 Little East Neck Road, West Babylon, New York, 11704, for a not to exceed amount of \$70,812.00 per year for a three-year period from March 1, 2022 through February 28, 2025, with an option to extend the contract for up to one year; and

WHEREAS, there are sufficient funds in budget line E123000 – Inventory to cover the costs of this expenditure; 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 award the Bid #21-12-ELEC-583 for the furnishing of 15 KV EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/c Paralleled) to DBE Electric Corp., 980 Little East Neck Road, West Babylon, New York, 11704, for a not to exceed amount of \$70,812.00 per year for a three-year period from March 1, 2022 through February 28, 2025, with an option to extend the contract for up to one year.

The Clerk polled the Board as follows:

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

cc:

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

Donna Barr

From: Joe Malone
Sent: Monday, November 21, 2022 1:35 PM
To: Donna Barr
Subject: FW: BID# 21-12-ELEC-583

From: Joe Malone
Sent: Friday, October 21, 2022 1:37 PM
To: Al Livingston <alivingston@freeporthelectric.com>
Subject: FW: BID# 21-12-ELEC-583

From: Janani Shah <janani.shah@dbeelectriccorp.com>
Sent: Wednesday, April 27, 2022 12:41 PM
To: Joe Malone <jmalone@freeporthelectric.com>; 'Janak Shah' <janak.shah@dbeelectriccorp.com>
Cc: Julio Garcia <jgarcia@freeporthelectric.com>
Subject: RE: BID# 21-12-ELEC-583

Joe,

Checking on this again. Will advise shortly.

Sincerely,
Janani Shah, Vice President

****Please note our new address below****



980 Little East Neck Rd.
West Babylon, NY 11704
Ph: (516) 825-7878
Fax: (516) 825-7979

www.dbeelectriccorp.com

Please consider the environment before printing this email.

****This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender immediately by e-mail and delete this email from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited****

From: Joe Malone [<mailto:jmalone@freeporthelectric.com>]
Sent: Wednesday, April 27, 2022 7:36 AM
To: Janani Shah <janani.shah@dbeelectriccorp.com>; 'Janak Shah' <janak.shah@dbeelectriccorp.com>
Cc: Julio Garcia <jgarcia@freeporthelectric.com>
Subject: FW: BID# 21-12-ELEC-583

Good morning!!

Looking for any follow up information on this?

Thank you,
Joe Malone

Inc Village of Freeport

From: Joe Malone
Sent: Friday, March 25, 2022 10:22 AM
To: Janani Shah <janani.shah@dbeelectriccorp.com>
Cc: Julio Garcia <jgarcia@freeporthelectric.com>
Subject: BID# 21-12-ELEC-583

Janak,

Regarding the bid submittal of the part # of general cable, we need the 175mil #, you supplied a 220 mil#.

Please furnish the correct part# and the cut sheet.

Thank you,
Joe Malone

Inc Village of Freeport

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

To: Mayor Robert T. Kennedy

From: Conor Kirwan- Executive Director of Human Resources

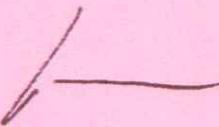
Date: November 28, 2022

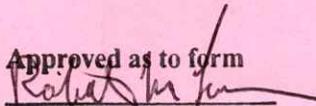
RE: Personal Services Agreement; Joseph Madigan

Request is respectfully made to extend the personal services agreement with Joseph Madigan, 82 Norton Street, Freeport, NY 11520, for plan review services in the Building Department through 2/28/23, retroactive to 11/1/22.

There is no increase to the previously authorized \$25,000. This is merely an extension of the term. The cost of this contract will be charged to A362004 545700. There is sufficient funding available to cover the cost of this agreement. The cost is offset entirely by fees collected for permitting / plan review.

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


Conor Kirwan

Approved as to form

Deputy Village Attorney

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

WHEREAS, on July 11, 2022, the Board approved a Personal Services Agreement with Joseph Madigan, 82 Norton Street, Freeport, NY 11520, retroactive to June 22, 2022 through October 31, 2022, at the hourly rate of \$50.00 per hour, capped at a not-to-exceed cost of \$25,000; and

WHEREAS, the Executive Director of Human Resources is requesting Board approval to extend the personal services agreement term with Joseph Madigan, 82 Norton Street, Freeport, NY 11520, retroactive to November 1, 2022 through February 28, 2023, there is no increase to the previously authorized \$25,000 from the July 11, 2022 Directive; and

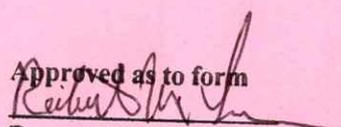
WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, the cost of this contract will be charged to A362004 545700, there is sufficient funding to cover this expense, and the cost is offset entirely by fees collected for permitting / plan review; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to extend a personal services agreement term with Joseph Madigan, 82 Norton Street, Freeport, NY 11520, retroactive to November 1, 2022 through February 28, 2023, with no increase to the previously authorized \$25,000 from the July 11, 2022 Directive.

The Clerk polled the Board at follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Conor Kirwan, Executive Director of Human Resources July 13, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 11, 2022:

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

WHEREAS, the Village of Freeport is requesting to enter into a personal services agreement for the provision of plan review services in the Building Department; and

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

WHEREAS, Joseph Madigan, 82 Norton Street, Freeport, NY 11520, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Building Department from time to time, in particular the coordination of a quality of life enforcement plan; and

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

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

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

The Clerk polled the Board as follows:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Joseph Madigan

November 1, 2022 through February 28, 2023

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2022, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Joseph Madigan with offices located at 82 Norton Street, Freeport, NY 11520 (hereinafter referred to as "Madigan"):

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on November 1, 2022 and shall terminate on February 28, 2023. IVF reserves the right to terminate this agreement upon five (5) days written notice to Madigan.

3. Compensation.

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

4. Duties

Madigan shall provide the following services to IVF:

Plan review services in the Building Department.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

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

Joseph Madigan
82 Norton Street
Freeport, NY 11520

10. Entire Agreement and Waiver.

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

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Incorporated Village of Freeport

By: _____
ROBERT T. KENNEDY, MAYOR

JOSEPH MADIGAN

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
Village Attorney

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T. Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: November 30, 2022
RE: Total Technology Solutions, Support Hours Purchase

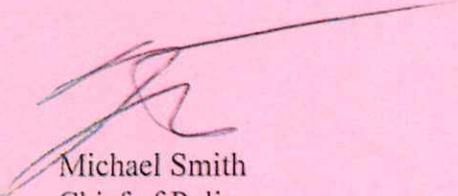
This is to request the approval of the purchase of a support hour time block from Total Technology Solutions. This time block consists of seventy-five (75) hours of support at a cost of \$195.00/hour for a total of \$14,675.00. These hours do not expire. This time block covers critical network assistance on an as-needed basis to sustain the network servers and appliances.

This cost is budgeted in account A312004 542800.

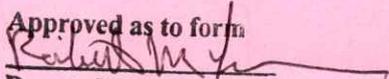
Total Technology Solutions is located at 1895 Walt Whitman Rd, Melville NY 11747. As of December 1, 2022 Total Technology Solutions will be known as "Sourcepass Inc." The contact person is Arlene Sander, 631-777-7477 ext 1033, asander@total.us.com.

Total Technology Solutions has been on contract for consulting and emergency service response for the critical network servers and infrastructure since 2005. Total Technology Solutions is New York State Criminal Justice Information Systems (CJIS) certified. This certification mandates that all employees are fingerprinted and have had background checks completed which ensures the security that is needed and required when accessing a sensitive law enforcement network.

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



Michael Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department maintains network servers which require periodic maintenance; and

WHEREAS, the Freeport Police Department has annually contracted with Total Technology Solutions for the maintenance of said servers and related equipment; and

WHEREAS, the current agreement allows for the Freeport Police to purchase support hour time blocks in seventy-five (75) hour increments that do not expire at a cost of \$195.00 per hour for a total of \$14,675.00; and

WHEREAS, the last time the Police Department purchased the support hours was in September of 2021; and

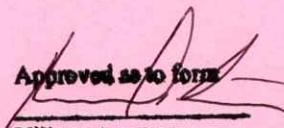
WHEREAS, this expenditure will be charged to A312004 542800 Police-Service Contracts Repairs and there are sufficient funds available; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Chief of Police, the Mayor be and hereby is authorized to sign any documentation necessary to effectuate the purchase of support hour time block of 75 hours for a not-to-exceed cost of \$14,675.00 from Total Technology Solutions now known as "Sourcepass Inc." with offices at 1895 Walt Whitman Road, Melville, New York, 11747.

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

12/7/2022

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

DIRECTIVE

TO: Michael J. Smith, Chief of Police September 14, 2021
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Freeport Police Department maintains network servers which require periodic maintenance; and

WHEREAS, the Freeport Police Department has annually contracted with Total Technology Solutions for the maintenance of said servers and related equipment; and

WHEREAS, the current agreement allows for the Freeport Police to purchase support hour time blocks in 50 hour increments that do not expire at a cost of \$185.00 per hour for a total of \$9,250.00; and

WHEREAS, the last time the Police Department purchased the support hours was in September of 2020; and

WHEREAS, this expenditure will be charged to A312004 542800 Police-Service Contracts Repairs and there are sufficient funds available; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Chief of Police, the Mayor be and hereby is authorized to sign any documentation necessary to effectuate the purchase of support hour time block of 50 hours for a not-to-exceed cost of \$9,250.00 from Total Technology Solutions with offices at 1895 Walt Whitman Road, Melville, New York, 11747.

The Clerk polled the Board as follows:

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

cc:

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

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> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner Aide	<u>X</u> Publicity	<u> </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

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: December 2, 2022

RE: 2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT

Our Annual Catch Basin and Road Panel Contract expires on February 28, 2023. Therefore it is necessary to bid this requirements contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This program provides contractual unit prices for the repair of catch basins and road panels. The current contract has an approximate annual cost of \$180,000.00. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

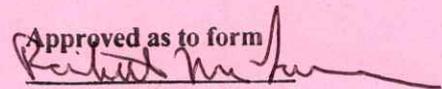
Therefore it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on December 15, 2022. Bid documents will be available from December 19, 2022 through January 6, 2023. Bids will have a returnable date of January 10, 2023, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.

Encl.

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village's Annual Catch Basin and Road Panel Contract expires on February 28, 2023; and

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

WHEREAS, this program provides the contractual unit prices for the repair of catch basins and road panels and the current contract has an approximate annual cost of \$180,000 and funding for the repairs will be included in the 2023-2024 Fiscal Budget; and

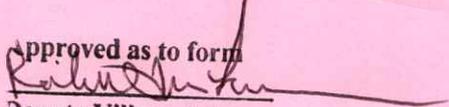
WHEREAS, the contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the "2023 Annual Catch Basin and Road Panel Contract" in the Freeport Herald and other relevant publications of general circulation on December 15, 2022, with bid documents available from December 19, 2022 through January 6, 2023, with a return date of January 10, 2023, 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

Deputy Village Attorney

NOTICE TO BIDDERS

2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for

“2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT”

until 11:00 A.M. on **January 10, 2023**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on December 19, 2022 until 4:00 P.M. January 6, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 15, 2022
Freeport Herald

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: December 2, 2022

Re: 2023 ANNUAL CURB AND SIDEWALK CONTRACT

Our Annual Curb and Sidewalk Contract expires on February 28, 2023. Therefore it is necessary to bid this requirements contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This program provides contractual unit prices for the repair of concrete curb and concrete sidewalk. The current contract has an approximate annual cost of \$130,000.00. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

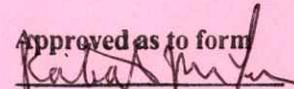
Therefore it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on December 15, 2022. Bid documents will be available from December 19, 2022 through January 6, 2023. Bids will have a returnable date of January 10, 2023, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.

Encl.

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village’s Annual Curb and Sidewalk Contract expires on February 28, 2023; and

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

WHEREAS, this program provides the contractual unit prices for the repair of concrete curb and concrete sidewalk and the current contract has an approximate annual cost of \$130,000 and funding for the repairs will be included in the 2023-2024 Fiscal Budget; and

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

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the “2023 Annual Curb and Sidewalk Contract” in the Freeport Herald and other relevant publications of general circulation on December 15, 2022, with bid documents available from December 19, 2022 through January 6, 2023, with a return date of January 10, 2023, 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

[Signature]
Approved as to form

Village Attorney

12/9/2022

NOTICE TO BIDDERS

2023 ANNUAL CURB AND SIDEWALK CONTRACT FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for

“2023 ANNUAL CURB AND SIDEWALK CONTRACT”

until 11:00 A.M. on **January 10, 2023**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on December 19, 2022 until 4:00 P.M. January 6, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 15, 2022
Freeport Herald

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: December 2, 2022

RE: 2023 ANNUAL FENCE CONTRACT

Our Annual Fence Contract expires on February 28, 2023. Therefore it is necessary to bid this requirements contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This contract provides contractual unit prices for the removal, replacement, installation and repair of fencing. The current contract has an approximate annual cost of \$60,000.00. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on December 15, 2022. Bid documents will be available from December 19, 2022 through January 6, 2023. Bids will have a returnable date of January 10, 2023, with bids scheduled to be opened at 11:00 am.

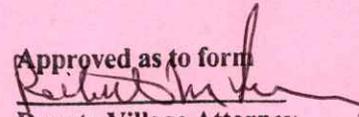
A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.

Encl.

Approved as to form



Deputy Village Attorney

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

WHEREAS, the Village's Annual Fence Contract expires on February 28, 2023; and

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

WHEREAS, this program provides the contractual prices for the removal, replacement, installation, and repair of fencing and the current contract has an approximate annual cost of \$60,000 and funding for the repairs will be included in the 2023-2024 Fiscal Budget; and

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

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the "2023 Annual Fence Contract" in the Freeport Herald and other relevant publications of general circulation on December 15, 2022, with bid documents available from December 19, 2022 through January 6, 2023, with a return date of January 10, 2023, 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

12/9/2022

NOTICE TO BIDDERS

2023 ANNUAL FENCE CONTRACT

FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for

“2023 ANNUAL FENCE CONTRACT”

until 11:00 A.M. on **January 10, 2023**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on December 19, 2022 until 4:00 P.M. January 6, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 15, 2022
Freeport Herald

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: December 2, 2022

Re: **2023 SUPPLY OF CAR TIRES**

The Village Garage needs to purchase new tires for Village of Freeport vehicles. Due to the total annual cost for these items, it is necessary to publicly bid these items. Accordingly we have put together bid documents and we would now like permission to bid. It is estimated that this contract will be approximately \$22,000.00 and funding will come out of the annual fiscal budget for the Village Garage (A164004 541000). The contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

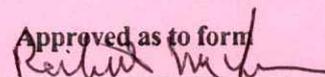
Therefore it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on December 15, 2022. Bid documents will be available from December 19, 2022 through January 6, 2023. Bids will have a returnable date of January 10, 2023, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.

Encl.

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 Garage needs to purchase new tires for Village vehicles; and

WHEREAS, it is necessary to bid these items since the estimated contract will be approximately \$22,000.00 and funding will come out of the annual fiscal budget for the Village Garage (A164004 541000); and

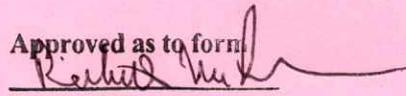
WHEREAS, the contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

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 "2023 Supply of Car Tires" in the Freeport Herald and other relevant publications of general circulation on December 15, 2022, with bid documents available from December 19, 2022 through January 6, 2023, with a return date of January 10, 2023, 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


Deputy Village Attorney

NOTICE TO BIDDERS

2023 SUPPLY OF CAR TIRES

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

2023 SUPPLY OF CAR TIRES

until 11:00 A.M. on **January 10, 2023**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on December 19, 2022 until 4:00 P.M. January 6, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 15, 2022
Freeport Herald

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

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

WHEREAS, the proposed action is a license agreement between the Incorporated Village of Freeport and the Town of Hempstead to enable to Village of Freeport to run the Town of Hempstead Marina on Guy Lombardo Avenue; and

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

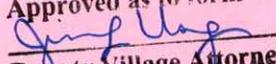
1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result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

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

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

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Interdepartmental Correspondence Only
Incorporated Village of Freeport
Office of the Village Attorney

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: December 8, 2022
Re: License Agreement – Freeport Promenade and RUBY's Landing

With the development of the Hilton Hotel on the nautical mile, the developer, NBD Holdings and its related corporate entity RUBY's Landing requests to utilize that portion of the Nautical Mile known as and by "the Promenade," for the operation of said hotel. RUBY's Landing will develop, renovate, and maintain the Promenade, with no cost to the Village of Freeport, as delineated on the Site and Zoning Plans approved by the Village's Site Plan Review Board and Zoning Board of Appeals.

The term of the license is for an initial twenty-five (25) years with the option for an additional three (3) twenty-five (25) year increments.

If this meets with your approval, please place before the Board for its review and action.


Howard E. Colton
Village Attorney

It was moved by Trustee _____, and seconded by Trustee _____, who moved its adoption, to wit:

WHEREAS, with the development of the Hilton Hotel on the nautical mile, the developer, NBD Holdings and its related corporate entity RUBY’s Landing requests to utilize that portion of the Nautical Mile known as and by “the Promenade,” for the operation of said hotel; and,

WHEREAS, RUBYs Landing will develop, renovate, and maintain the Promenade, with no cost to the Village of Freeport, as delineated on the Site and Zoning Plans approved by the Village’s Site Plan Review Board and Zoning Board of Appeals; and,

WHEREAS, the term of the license is for an initial twenty-five (25) years with the option for an additional three (3) twenty-five (25) year increments with provisions for cancellation within the license; and,

WHEREAS, the Promenade will be open to all residents to utilize and enjoy, and this use will not serve to alienate any land,

NOW THEREFORE BE IT RESOLVED, that the Mayor be and is hereby authorized to enter into those agreements that are necessary and proper to create a Licensee Agreement between the Village of Freeport and RUBY’s Landing upon the terms and conditions as set forth in the attached License Agreement and upon the terms as stated above.

The Clerk polled the Board as follows:

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

LICENSE

REVOCABLE LICENSE dated this _____ day of November, 2022 and effective upon approval by the Board of Trustees of the Village of Freeport, between the Village of Freeport, (hereinafter referred to as “Licensor”) and Rubys Landing LLC, with offices at 333 Jericho Turnpike, Suite 126, Jericho, New York 11753 (hereinafter referred to as “Licensee”) for the use of a certain premise, more defined and known as and by the Promenade (hereinafter “the Promenade”) area located at the southerly terminus of Woodcleft Avenue, Freeport, New York 11520, as more particularly described on the attached Exhibit A.

WITNESSETH:

WHEREAS, Licensee desires to use the Promenade in conjunction with the construction and subsequent operation by NBD Holdings LLC, its successors and assigns, (“NBD”) of a Hilton Garden Inn (“Hotel”) at the premises known as _____ Woodcleft Avenue, Freeport, New York (hereinafter the “Premises”); and,

WHEREAS, Licensor is willing to provide Licensee with the use of the Promenade for the purposes of in accordance with the terms and provisions of this Revocable License; and any applicable laws, rules and regulations.

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

ARTICLE I GRANT OF LICENSE AND FEE

Licensor hereby grants to Licensee a Revocable License for the use of the Promenade. This Revocable License shall be for an initial term of twenty-five (25) years, and said term shall automatically renew for an additional three (3) twenty-five (25) year periods unless Licensee notifies Licensor of intention not to renew prior to the expiration of any such renewal period.

The licensor shall utilize the Promenade at no charge, however Licensee shall be responsible for the construction, maintenance and repair of the Promenade in accordance with the Plans annexed hereto as Exhibit B. Licensee shall be responsible for all utility and operating costs for that portion licensed by the Licensee. Licensee may commence work on the Promenade upon issuance of permits for the construction of the Hotel. The Licensee shall be entitled to close off the Promenade to the public during the initial work on the Promenade, and during construction of the Hotel.

This agreement can only be revoked by Licensor for any willful violations of this license for which the Licensee fails to cure within ninety (90) days after notice to cure from Licensor.

The general public, and any and all governmental agencies and departments, must be permitted access to the Promenade for the duration of this agreement except for Licensee's rights to Exclusive Use (as hereinafter defined). The failure to allow the public and governmental access shall be cause for revocation of this license, if Licensee fails to cure same after ninety (90) days' notice from Licensor.

The Licensor agrees that it shall not grant any license or other rights to any other parties, other than the public's general rights of access and egress.

In the event of revocation by Licensor without cause, Licensor shall pay to Licensee the unamortized (assuming all renewals would have been exercised) costs of improvements made by Licensee prior thereto, offset by any damages which Licensee owes to Licensor.

The Licensor plans to make certain improvements to the gazebo to the south of the Promenade, including a potential "lighthouse," which, to the extent practicable, shall be completed prior to completion of the Licensee's initial work on the Promenade.

ARTICLE II FURNISHINGS AND FIXTURES

The Licensor shall not provide any furnishings or fixture installments related to the Licensee's licensed use of the Promenade. All such property of whatever kind or nature placed in the Promenade by the Licensee shall be and will remain the property of the Licensee. Licensor retains the right to request Licensee to remove property belonging to Licensee upon the expiration or sooner revocation of this License. Licensee shall have 30 days from the revocation of this Revocable License to either complete removal of such property or announce its intent to surrender such property to Licensor.

ARTICLE III LICENSEE'S EXCLUSIVE RIGHTS

Licensee shall have the exclusive right to use the Promenade for private or civic events from time to time, and to use specific areas of the Promenade for food and beverage service to guests of the hotel and restaurant on the adjacent premises ("Exclusive Use"). During this Exclusive Use, Licensee shall have the right to restrict general access and exclude the public from access to the Promenade and in such specific areas.

ARTICLE IV MAINTENANCE AND REPAIRS

Licensee hereby agrees to be responsible for and to provide for all cleaning, grounds maintenance, snow removal, and repairs to the Promenade and furnishings arising from, or incident to, the operation of the Promenade. Licensee may use in-house services or contract out for services to accomplish said maintenance and repairs. With the exception of routine day-to-day maintenance and repairs, all major repairs necessitated by the use of the Promenade are subject to written approval by Licensor. Such approval shall not be unreasonably withheld and shall be responded to in the manner and within the time frames specified in Article V.

Notwithstanding, Licensee shall not be responsible for maintenance or repair of any lamp posts, fire hydrants, or underground or aboveground utilities, including lines, conduits, wires, pipes, storm sewers, drainage systems, structures, or appurtenances, unless necessitated by Licensee's negligence, intentional misconduct, or a condition provided for in the Site Plan for the overall project. Licensor shall maintain, repair and replace same within a reasonable time, not to exceed five (5) days.

ARTICLE V ALTERATIONS BY LICENSEE

Licensor hereby grants Licensee the right to make those alterations, decorations, installations, additions and improvements in and to the Promenade that Licensee deems necessary, advisable or desirable. Licensee agrees that all alterations, additions and improvements which would constitute structural changes shall require prior written approval of the Licensor, which consent shall not be unreasonably withheld. Licensor agrees to respond to written requests for approval or alterations that constitute structural changes and any repairs requiring approval within two weeks of request by Licensee. If no timely response is given, such consent shall be deemed granted. Approval will not be unreasonably withheld and shall be granted unless the alterations for which approval is requested by Licensor shall result in an irreversible modification of the structure of the Promenade.

All property of whatever kind or nature in or on the Promenade which is owned, installed or paid for by the Licensee shall be and will remain the property of the Licensee. Upon revocation or expiration of this Revocable License by Licensor, Licensor shall have no responsibility to support costs relative to Licensee's funded alterations. Licensee shall have 30 days from the revocation or expiration of this Revocable License to either complete removal of such property or announce its intent to surrender such property to Licensor.

ARTICLE VI SECURITY

The Promenade shall be open to routine patrol by the Freeport Police Department.

ARTICLE VII INDEMNIFICATION

Licensee will be fully and absolutely responsible for the Promenade under this License, and for the operation of the Promenade, and for the conduct of the Licensee's agents, contractors, employees or invitees, and for all liability, loss, damage, cost or expense which may be caused by or incurred in relation to its use of the Promenade and/or the operation of the Promenade. Unless caused by the negligence or willful misconduct of Licensor, its agents and/or employees, Licensee will hold harmless and indemnify Licensor, the Incorporated Village of Freeport, and any individual, agency, unit or member thereof, from any and all claims, suits, actions of every nature and descriptions arising out of or relating to the acts of the Licensee, its agents, contractors, employees, invitees, residents or guests of the Premises, excluding the general public, in the conduct or operation, or in the maintenance of the Promenade as delineated and encompassed by this Revocable License.

In the event that any claims are filed against Licensor which would be subject to payment by Licensee, Licensor shall provide Licensee with notice of such claims within 30 days of receipt thereof by registered mail, return receipt requested.

ARTICLE VIII EXCULPATION

(a) The Licensor shall not in any event whatsoever be liable to the Licensee or to any other person claiming through or under Licensee for any injury or damage to any person happening on, in or about the Promenade and its appurtenances, nor for any injury or damage to the Promenade or to any property belonging to Licensee or to any other person claiming through or under Licensee which may be caused by any fire or breakage, or by the use, misuse or abuse of any of the Promenade, unless caused by the negligence or willful misconduct of Licensor, its agents and/or employees.

(b) Failure of Services. The Licensor shall not be liable under this License to the Licensee or to any other person claiming through or under Licensee for any failure of water supply, gas or electric current, nor for any injury or damage to any property of Licensee or of any other person or to the Promenade caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain or snow which may leak or flow from the street, sewer, gas mains or subsurface area or from any part of the Promenade, or from any other

place, or caused by any public or quasi-public work. Unless such claim is the direct result of the negligence or willful misconduct of the Licensee, its agents, employees, or anyone working for, or on behalf of, the Licensee..

ARTICLE IX INSURANCE

Licensee shall provide liability insurance (and shall name the Licensor as the additional insured – “Incorporated Village of Freeport” – on any applicable insurance policy) in an amount reasonably acceptable to Licensor to ensure that the Licensor is compensated for any and all loss or damage it may suffer as a result of action or non-action by Licensee, Licensee’s agents or employees, residents or guests on the Promenade.

ARTICLE X LICENSE; ASSIGNABILITY; THIRD PARTIES

The Licensor and Licensee hereby agree and acknowledge that they understand and intend that this Revocable License is not a lease and does not create a landlord/tenant relationship between Licensor and Licensee. The Licensor and Licensee further agree that it is not their intention to transfer any interest in real property from Licensor or Licensee by or through this Revocable License.

Licensee shall have the right to sub-license, lease, assign, pledge, sell or encumber this Revocable License only upon the prior written consent of the Licensor..

This Revocable License shall inure to the benefit of RUBYS and its successors and assigns. NBD is intended to be a third-party beneficiary hereof, provided that NBD shall have no liability hereunder unless NBD shall expressly assume this Revocable License in connection with an assignment.

ARTICLE XI CODE COMPLIANCE

The parties agree that Licensee bears the responsibility and expense of complying with local and state codes and permits, if any, applicable to any alterations made to the Promenade by Licensee.

ARTICLE XII INSPECTION

Prior to the execution of this Revocable License, or as soon thereafter as practicable, the parties hereto agree that a full inspection of the Promenade will be made by both Licensor and Licensee to determine the present condition of the

Promenade. A single written report shall be prepared by Licensor with the concurrence of the Licensee setting forth the condition of the Promenade. This report shall be used to resolve any disputes which may occur at the time of revocation of the Revocable License or at any time prior thereto concerning the conditions of the Promenade.

ARTICLE XIII NOTICES

Any notices required to be given shall be in writing and shall be sent by certified mail or registered mail, return receipt requested at the address set forth below:

LICENSEE: Rubys Landing LLC,
333 Jericho Turnpike
Suite 126
Jericho, New York 11753

With a copy to counsel:
Forchelli Deegan Terrana LLP
333 Earle Ovington Blvd.
Suite 1010
Uniondale, NY 1553

LICENSEE: Office of the Mayor
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Either party may change its address as set forth herein by notice to the other in the manner provided for above, provided that no notice of change of address shall be effective until 15 days following the date the notice is given. Notice shall be deemed given as of the date of mailing.

ARTICLE XIV POINTS OF CONTACT

The point of contact for the Licensor is: Mayor Robert T. Kennedy -
(516) 377-2252.

The point of contact for the Licensee is: Rohit (a/k/a Rick) Sakaria, (516) 938-
1601

**ARTICLE XV
ENTIRE AGREEMENT**

This Revocable License sets forth the entire agreement between the parties with respect to the granting of the Revocable License by Licensor for Licensee's use of the Promenade and may not be altered or modified except in writing signed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Revocable License the day and year first above written (the date the second of the two parties signs).

VILLAGE OF FREEPORT

By: _____
PRINTED NAME: _____
TITLE: _____

RUBYS LANDING LLC

By: _____
Rohitkumar Sakaria, Managing Member

Schedule A

Metes and Bounds Description of Promenade

Exhibit B

Plans

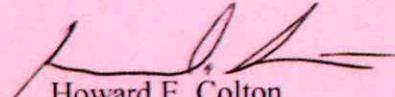
Interdepartmental Correspondence Only
Incorporated Village of Freeport
Office of the Village Attorney

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: December 8, 2022
Re: Parking License Agreement – NBD Holdings

With the development of the Hilton Hotel on the nautical mile, the developer, NBD Holdings requests to utilize a portion of Richmond Avenue for 41 parking spots for the operation of said hotel. The agreement provides that NBD will pay \$600.00 per month for the use of said spots when utilized (it could be one spot or 41 spots). . This is in compliance with the Site and Zoning Plans approved by the Village's Site Plan Review Board and Zoning Board of Appeals.

The term of the license is for an initial twenty-five (25) years with the option for an additional three (3) twenty-five (25) year increments.

If this meets with your approval, please place before the Board for its review and action.


Howard E. Colton
Village Attorney

It was moved by Trustee _____, and seconded by Trustee _____, who moved its adoption, to wit:

WHEREAS, with the development of the Hilton Hotel on the nautical mile, the developer, NBD Holdings requests to utilize that portion of the Nautical Mile known as and by “the Richmond Avenue Parking Area,” for the operation of said hotel; and,

WHEREAS, NBD will utilize up to forty-one (41) parking spots as delineated on the Site and Zoning Plans approved by the Village’s Site Plan Review Board and Zoning Board of Appeals for a cost of \$600.00 per month for as long as any portion of the spots are utilized and,

WHEREAS, the term of the license is for an initial twenty-five (25) years with the option for an additional three (3) twenty-five (25) year increments with provisions for cancellation within the license; and,

NOW THEREFORE BE IT RESOLVED, that the Mayor be and is hereby authorized to enter into those agreements that are necessary and proper to create a Licensee Agreement between the Village of Freeport and NBD Holdings upon the terms and conditions as set forth in the attached License Agreement and upon the terms as stated above.

The Clerk polled the Board as follows:

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

PARKING LICENSE

REVOCABLE LICENSE dated this ____ day of November, 2022 and effective upon approval by the Board of Trustees of the Village of Freeport, between the Village of Freeport, (hereinafter referred to as "Licensor") and Rubys Landing LLC, 333 Jericho Turnpike, Suite 126, Jericho, New York 11753 (hereinafter referred to as "Licensee") for the use of forty-one (41) parking spaces located on the south side of Richmond Street, Freeport, New York 11520.

WITNESSETH:

WHEREAS, Licensee has need for the parking of vehicles in conjunction with the operation by NBD Holding LLC, or its successors and/or assigns, ("NBD") of a Hilton Garden Inn ("Hotel") at the premises known as ___ Woodcleft Avenue, Freeport, New York; and,

WHEREAS, Licensor is willing to provide Licensee with the use of forty-one (41) parking spaces to be constructed by and at the expense of the Licensor on the south side of Richmond Street, Freeport, New York, as further described on Exhibit "A" annexed hereto and made a part hereof ((hereinafter "Richmond Parking" or the "Premises") for the purposes of the parking of vehicles for the Hotel in accordance with the terms and provisions of this Revocable License; and

WHEREAS, Licensee agrees to use and operate the Richmond Parking in accordance with the terms and provisions of this Revocable License, and any applicable laws, rules and regulations; and

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

ARTICLE I GRANT OF LICENSE AND FEE

Licensor hereby grants to Licensee a Revocable License for the use of the Richmond Parking. It is hereby understood and agreed that the use of the Premises shall be for the purpose of parking up to forty-one (41) automobiles. This Revocable License shall be for an initial term of twenty-five (25) years, and said term shall automatically renew for an additional three (3) twenty-five (25) year periods unless Licensee notifies Licensor of intention not to renew prior to the expiration of any such renewal period.

The licensor shall be entitled to utilize Richmond Parking, once the Hotel and the Richmond Parking are both constructed and completed, at a cost of \$600.00 per month.

Licensor shall not collect a license fee for those months in which a total of forty-one (41) parking spots are not utilized.

This agreement can only be revoked by Licensor for any willful violations of this license for which the Licensee fails to cure within ninety (90) days after notice to cure from Licensor.

The Licensor agrees that this shall be an exclusive license and Licensor shall not grant any license or other rights to any other parties for the Richmond Parking. Licensor shall include signs in the Richmond Parking spaces indicating that the spaces are reserved for exclusive use of the Hotel and its guests, and notifying that same will be enforced by towing.

ARTICLE II FURNISHINGS AND FIXTURES

The Licensor shall not provide any furnishings or fixture installments related to the Licensee's licensed use of the Premises. All such property of whatever kind or nature placed in the Premises by the Licensee shall be and will remain the property of the Licensee. Licensor retains the right to request Licensee to remove property belonging to Licensee upon the expiration or sooner revocation of this License. Licensee shall have 30 days from the revocation of this Revocable License to either complete removal of such property or announce its intent to surrender such property to Licensor.

ARTICLE III MAINTENANCE AND REPAIRS

Licensee hereby agrees to be responsible for and to provide for all cleaning, grounds maintenance, snow removal and repairs arising from, incident to, but not limited to, the Licensee's operation of the Premises. Licensee may use in-house services or contract out for services to accomplish said maintenance and repairs. With the exception of routine day-to-day maintenance and repairs, major repairs are subject to written approval by Licensor. Such approval shall not be unreasonably withheld and shall be responded to in the manner and within the time frames specified in Article IV.

Notwithstanding, Licensee shall not be responsible for maintenance or repair of any lamp posts, fire hydrants, or underground or aboveground utilities, including lines, conduits, wires, pipes, storm sewers, drainage systems, structures, or appurtenances, unless necessitated by Licensee's negligence or intentional misconduct.

ARTICLE IV ALTERATIONS BY LICENSEE

Licensor hereby grants Licensee the right to make those alterations, decorations, installations, additions and improvements in and to the Premises that Licensee deems necessary, advisable or desirable. Approval will not be unreasonably withheld and shall be granted unless the alterations, repairs or maintenance for which approval is requested by Licensor shall result in an irreversible modification of the structure of the Premises. All property of whatever kind or nature in or on the Premises which is owned, installed or paid for by the Licensee shall be and will remain the property of the Licensee. Upon revocation or expiration of this Revocable License by Licensor, Licensor shall have no responsibility to support costs relative to Licensee's funded alterations. Licensee shall have 30 days from the revocation or expiration of this Revocable License to either complete removal of such property or announce its intent to surrender such property to Licensor.

ARTICLE V SECURITY

The Licensee agrees to provide for all security relating to the operation of the Premises covered by this Revocable License.

ARTICLE VI INDEMNIFICATION

Licensee will be fully and absolutely responsible for the Richmond Parking under this License, and for the operation of the Richmond Parking, and for the conduct of the Licensee's agents, contractors, employees or invitees, and for all liability, loss, damage, cost or expense which may be caused by or incurred in relation to its use of the Richmond Parking and/or the operation of the Richmond Parking. Unless caused by the negligence or willful misconduct of Licensor, its agents and/or employees, Licensee will hold harmless and indemnify Licensor, the Incorporated Village of Freeport, and any individual, agency, unit or member thereof, from any and all claims, suits, actions of every nature and descriptions arising out of or relating to the acts of the Licensee, its agents, contractors, employees, invitees, residents or guests of the Premises, excluding the general public, in the conduct or operation, or in the maintenance of the Richmond Parking as delineated and encompassed by this Revocable License.

In the event that any claims are filed against Licensor which would be subject to payment by Licensee, Licensor shall provide Licensee with notice of such claims within 30 days of receipt thereof by registered mail, return receipt requested.

ARTICLE VII EXCULPATION

(a) The Licensor shall not in any event whatsoever be liable to the Licensee or to any other person claiming through or under Licensee for any injury or damage to any person happening on, in or about the Richmond Parking and its appurtenances, nor for any injury or damage to the Richmond Parking or to any property belonging to Licensee or to any other person claiming through or under Licensee which may be caused by any fire or breakage, or by the use, misuse or abuse of any of the Richmond Parking, unless caused by the negligence or willful misconduct of Licensor, its agents and/or employees.

(b) Failure of Services. The Licensor shall not be liable under this License to the Licensee or to any other person claiming through or under Licensee for any failure of water supply, gas or electric current, nor for any injury or damage to any property of Licensee or of any other person or to the Richmond Parking caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain or snow which may leak or flow from the street, sewer, gas mains or subsurface area or from any part of the Richmond Parking, or from any other place, or caused by any public or quasi-public work.

ARTICLE VIII INSURANCE

Licensee shall provide liability insurance (and shall name the Licensor as the additional insured – “Incorporated Village of Freeport” – on any applicable insurance policy) in an amount reasonably acceptable to Licensor to ensure that the Licensor is completely and fully compensated for any and all loss or damage it may suffer as a result of action or non-action by Licensee, Licensee’s agents or employees, residents or guests on the Premises.

ARTICLE IX LICENSE; ASSIGNABILITY; THIRD PARTIES

The Licensor and Licensee hereby agree and acknowledge that they understand and intend that this Revocable License is not a lease and does not create a landlord/tenant relationship between Licensor and Licensee. The Licensor and Licensee further agree that it is not their intention to transfer any interest in real property from Licensor or Licensee by or through this Revocable License.

Licensee shall have the right to sublicense, lease, assign, pledge, sell or encumber this Revocable License only upon the prior written consent of the licensor..

This Revocable License shall inure to the benefit of RUBYS and its successors and assigns. NBD is intended to be a third-party beneficiary hereof, provided that NBD shall have no liability hereunder unless NBD shall expressly assume this Revocable License in connection with an assignment.

**ARTICLE X
CODE COMPLIANCE**

The parties agree that Licensee bears the responsibility and expense of complying with local and state codes and permits, if any, applicable to any alterations made to the Premises by Licensee.

**ARTICLE X
INSPECTION**

Upon completion of the construction of the Hotel, or as soon thereafter as practicable, but prior to the authorized use under this Revocable License, the parties hereto agree that a full inspection of the Premises will be made by both Licensor and Licensee to determine the current condition of the Premises. A single written report shall be prepared by Licensor with the concurrence of the Licensee setting forth the condition of the Premises. This report shall be used to resolve any disputes which may occur at the time of revocation of the Revocable License or at any time prior thereto concerning the conditions of the Premises.

**ARTICLE XI
NOTICES**

Any notices required to be given shall be in writing and shall be sent by certified mail or registered mail, return receipt requested at the address set forth below:

LICENSOR: RUBYS LANDING LLC
333 Jericho Turnpike
Suite 126,
Jericho, New York 11753

With a copy to counsel:
Forchelli Deegan Terrana LLP
333 Earle Ovington Blvd
Suite 1010
Uniondale, NY 1553

LICENSEE: Office of the Mayor
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Either party may change its address as set forth herein by notice to the other in the manner provided for above, provided that no notice of change of address shall be effective until 15 days following the date the notice is given. Notice shall be deemed given as of the date of mailing.

**ARTICLE XII
POINTS OF CONTACT**

The point of contact for the Licensor is: Mayor Robert T. Kennedy -
(516) 377-2252.

The point of contact for the Licensee is: Rohit (a/k/a Rick) Sakaria, (516) 938-
1601.

**ARTICLE XIII
ENTIRE AGREEMENT**

This Revocable License sets forth the entire agreement between the parties with respect to the granting of the Revocable License by Licensor for Licensee's use of the Richmond Parking and may not be altered or modified except in writing signed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Revocable License the day and year first above written (the date the second of the two parties signs).

VILLAGE OF FREEPORT

By: _____
PRINTED NAME: _____
TITLE: _____

RUBYS LANDING LLC

By: _____
ROHITKUMAR SAKARIA, MANAGING MEMBER

Exhibit "A"

**INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
OFFICE OF THE VILLAGE ATTORNEY**

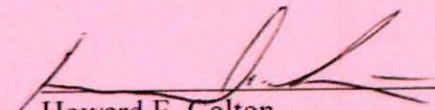
TO: Robert T. Kennedy, Mayor
FROM: Howard E. Colton, Village Attorney
DATE: December 8, 2022
RE: Village Services Agreement for NBD Holding LLC

NBD Holding and Ruby's Landing (a corporate entity of NBD) will be developing the Hilton Garden Inn Project on the Nautical Mile (the "Hilton Project"). NBD will be the owner in fee of the parcel of real property located at 417, 435, 444, 447, and 477 Woodcleft Avenue, Village of Freeport, County of Nassau, State of New York, known and designated on the Nassau County Land and Tax Map as: Section 62, Block 177, Lots 339, 526, 541 and 548; and Section 62, Block 233, Lots 2 and 3.

The operation of the Project will require the provision of various Village services. NBD and Ruby's Landing have agreed to make payments to the Village toward the cost of the provision of such services. These monthly payments are attached on the annexed Services Agreement and listed under Exhibit "A".

Please note this agreement supersedes the agreement of February 2022.

If this meets with your approval, please have this placed on the next available Board Agenda.


Howard E. Colton
Village Attorney

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

WHEREAS, NBD Holding has approached the Village of Freeport to design and build a Hilton Garden Inn at the end of Woodcleft Avenue; and

WHEREAS, NBD Holding and Ruby's Landing (a corporate entity of NBD) will require Village services to maintain and run its operation at the Hotel; and

WHEREAS, NBD Holding and Ruby's Landing have approached the Village of Freeport to negotiate a Village Services Agreement; and

WHEREAS, the Village, NBD and Ruby's Landing have arrived at terms and conditions of a Village Services Agreement that will last for twenty (20) years for a total amount as delineated within the attached Village Services Agreement as listed under Exhibit 1 to such document; and

WHEREAS, the parties wish to memorialize its agreement and request that said agreement be ratified by the Board of Trustees to the Village of Freeport and will supersede any and all prior agreements; and

NOW THEREFORE BE IT RESOLVED, that the Village Services Agreement between the Village of Freeport and NBD holding and Ruby's Landing is hereby adopted as attached and for a time and duration contained with said agreement; and

BE IT FURTHER RESOLVED, that the Mayor and or his duly authorized representative be and is hereby authorized to sign any and all documents to effectuate said agreement.

The Clerk polled the Board at follows:

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

VILLAGE SERVICES AGREEMENT

VILLAGE SERVICES AGREEMENT (“Agreement”) made as of the ___ day of November, 2022, by and between the **INCORPORATED VILLAGE OF FREEPORT** (“Village”), a municipal corporation of the State of New York with its offices at 46 North Ocean Avenue, Freeport, NY 11520 and RUBYS LANDING LLC (“RUBYS”), a limited liability company organized pursuant to the laws of the State of New York with its offices at 333 Jericho Turnpike, Suite 126, Jericho, NY 11753 (Collectively, the Village and RUBYS are referred to as the “Parties”).

W I T N E S S E T H :

WHEREAS, NBD HOLDING LLC (“NBD”) is the owner in fee of the parcel of real property located at 417, 435, 444, 447 & 477 Woodcleft Avenue, Village of Freeport, County of Nassau, State of New York, known and designated on the Nassau County Land and Tax Map as: Section 62, Block 177, Lots 339, 526, 541, 542 and 548, and Section 62, Block 233, Lots 2 & 3; and more particularly described by metes and bounds in the attached Exhibit “A” (the “Premises”); and

WHEREAS, NBD intends to undertake a project consisting of the construction, furnishing, equipping, and operation of a hotel, including ballroom, and restaurant (“Project”); and

WHEREAS, by Decision dated August 20, 2020, and filed in the Office of the Village Clerk on August 21, 2020, the Village Zoning Board of Appeals granted a variance and approval under Application #2020-09 in order to allow NBD to develop and use the Premises for its Project; and

WHEREAS, by Decision dated January 26, 2021, and filed in the Office of the Village Clerk on January 28, 2021, the Village Site Plan Review Board granted approval of Application SP#3434 in order to allow NBD to develop and use the Premises for its Project;

WHEREAS, NBD has applied to the Town of Hempstead Industrial Development Agency (the “Agency”) for certain financial assistance inclusive of a proposed Payment in Lieu of Tax Agreement between the Agency and NBD; and

WHEREAS, RUBYS has agreed to make certain payments to the Village in connection with the Project in the amounts and in the manner provided in this Agreement, such payments, together with the findings and determinations of the relevant regulatory authorities, establish the public benefit of the Project and contribute to the costs of providing Village services to the Project, particularly as it impacts the Village and its residents;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

REPRESENTATIONS AND WARRANTIES

SECTION 1.0 REPRESENTATIONS AND WARRANTIES BY THE VILLAGE

The Village hereby represents, warrants and covenants as follows:

A. Status: The Village is a municipal corporation of the State of New York, is validly existing under the laws of the State of New York and has the authority to enter into this Agreement via the transaction officials, the Mayor and the Village Board of Trustees ("Village Board" or "Board"), and not the appointed agencies, boards or other bodies associated with the Village that are not directly governed by the Mayor and Village Board of Trustees.

B. Authorization: Consistent with the provisions of the New York Village Law and the Code of the Village of Freeport, the Village Board has duly authorized the execution, delivery and performance of this Agreement and the consummation of the transaction herein contemplated.

C. Conflicts: The Village is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by any order, judgment, decree, law, ordinance, rule or regulation, or any agreement or instrument to which the Village is a party or by which the Village is bound.

SECTION 1.1 REPRESENTATIONS AND WARRANTIES BY RUBYS

A. Status: RUBYS is a limited liability company duly organized and validly existing under the laws of the State of New York, and has the power to enter into this Agreement and the transaction contemplated herein and to carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement, and by proper action of its managers, has been duly authorized to execute, deliver and perform this Agreement. While RUBYS' organizational structure may change and RUBYS may remove managers and add new managers subsequent to execution of this Agreement, no such change shall affect such authorization. NBD is the sole owner of the fee title to the Property.

B. Authorization: By proper action of its managers, RUBYS has been duly authorized to execute, deliver, and perform this Agreement and the consummation of the transaction contemplated herein.

C. Conflicts: RUBYS is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and

pursuant to this Agreement, nor from the execution, delivery, and performance of this Agreement, nor from the consummation of the transaction contemplated herein.

COVENANTS AND AGREEMENTS

SECTION 2.0 VILLAGE SERVICE PAYMENTS

A. Agreement to Make Payments. RUBYS agrees that it shall make certain payments to the Village (“Village Service Payments”) in the amounts hereinafter provided. The parties agree that the obligation of RUBYS to make the payments hereunder shall be conditioned upon NBD entering into an agreement regarding Payments In Lieu Of Taxes (“PILOT”) with the Agency, and shall be in addition to the PILOTs to be made by or on behalf of NBD to the Agency and shall constitute a separate and binding obligation by RUBYS to the Village.

B. Timing and Amounts of Village Service Payments. Village Service Payments shall be paid by RUBYS to the Village, as follows:

i) Commencing with the first full Village tax year in which the Premises is exempt from real estate taxes as a result of the PILOT agreement to be entered into with the Agency, RUBYS shall make annual Village Service Fee payments to the Village as shown on the schedule annexed hereto as Exhibit “B” and described herein.

C. Due Dates of Annual Payments. RUBYS agrees to pay the annual amounts due to the Village set forth on Exhibit ‘B’ in separate semi-annual payments on the dates that Village property taxes are due, in each scheduled year in which such Village Service Payments are required to be made.

D. Continuation of Benefits. It is the intention of this agreement to provide the Village with payments during any period in time where NBD or its assigns receives financial

assistance or exemption from payment of Village property taxes, in whole or in part from the Agency. Therefore, Village Service Payments shall continue pursuant to the schedule set forth in Exhibit "B" during any period where the Agency provides financial assistance in connection with the Project or in which NBD or its assigns receives from the Agency the benefit of exemption, in whole or in part, from payment of Village property taxes.

SECTION 2.1 LATE PAYMENTS

If RUBYS shall fail to make any payment required by this Agreement when due and such delinquency shall continue beyond fifteen (15) days after written notice from the Village to RUBYS, the amount overdue shall accrue interest at an annual rate of interest equal to the Prime Rate plus two (2) percentage points or the maximum rate permitted by applicable law, whichever is less, which shall be immediately due and payable from RUBYS to the Village. RUBYS' obligation to make the payment so in default shall continue until such payment has been made in full. "Prime Rate" shall mean, for any date, the fluctuating rate of interest that is equal to the highest rate published from time to time in the Money Rates section of the Wall Street Journal as the Prime Rate for such day.

SECTION 3.0 CONSIDERATION

In consideration of RUBYS' payments to the Village under this Agreement, and in light of the extensive regulatory review and approvals undertaken and received relative to the Project; the public benefit of the Project; and the Village's familiarity with the impact of the Project upon the Village and its residents, the Village agrees to the following:

- A. To provide written consent and support to the Agency regarding the Project and the proposed Payment in Lieu of Taxes Agreement; and

- B. To refrain and forebear from challenging, in any administrative or judicial tribunal, any of the agreements, permits or certificates relating to the construction, financing and operation of the Project including, but not limited to, the PILOT Agreement. Notwithstanding the foregoing, nothing in this Agreement or Section shall prohibit or limit the Village, or its agents or agencies, and/or the Fire Marshal, from any and all actions to carry out their duties to enforce any applicable Federal/State/County/Village law, code, rule or regulation; and
- C. To accept a reduced permit fee for the Project at a reduced rate of ninety (90%) (a reduction of 10% of the total fee) per cent of the standard (not expedited) permit fee rate, payable over five (5) quarters beginning upon the date that the building permit is issued.

EVENT OF DEFAULT

SECTION 4.0 EVENT OF COMPANY DEFAULT

Any one or more of the following events, following applicable notice, grace and cure periods, shall constitute an event of default ("Event of Default") by RUBYS under this Agreement:

(A) A failure by RUBYS to pay when due any amount due and payable pursuant to this Agreement, continued for a period of thirty (30) days after written notice is sent by the Village or its representative stating that such payment is due and payable;

(B) A failure by RUBYS to observe and perform any other covenant, condition or agreement on its part to be observed and performed hereunder and continuance of such failure

for a period of thirty (30) days after written notice is sent specifying the nature of such failure or, if such failure is capable of cure but cannot be cured within such thirty (30) day period, the failure of RUBYS to proceed with reasonable diligence after receipt of said notice to cure the same or the failure of RUBYS to continue with reasonable diligence its efforts to cure the same;

(C) Any warranty, representation or other statement by or on behalf of RUBYS contained in this Agreement shall prove to have been false or incorrect in any material respect as of the effective date of this Agreement and, if such matter is curable, it has not been cured within thirty (30) days after the receipt of written notice thereof by RUBYS from the Village.

SECTION 5.0 REMEDIES UPON COMPANY DEFAULT

(A) Upon an Event of Default as set forth in Section 4.0 herein, the Village may take whatever action at law or in equity appears necessary or desirable to collect the amount then in default or to enforce the performance and obligations, agreements, and covenants of RUBYS under this Agreement.

(B) RUBYS irrevocably submits to the jurisdiction of any New York State court sitting in Nassau County over any action or proceeding arising out of or relating to this Agreement, and RUBYS hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State court. RUBYS irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to RUBYS at its address set forth below. RUBYS agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. RUBYS further waives any

objection to venue in such county and any objection to an action or proceeding in such county on the basis of forum non conveniens.

Nothing in this Section shall affect the right of the Village to serve legal process in any other manner permitted by law or affect the right of Village to bring any action or proceeding against RUBYS or its property in the courts of any other jurisdictions.

SECTION 5.1 PAYMENT OF ATTORNEYS' FEES AND EXPENSES

If, following an Event of Default by the RUBYS, the Village should undertake efforts or incur other expenses for the collection of any amounts payable hereunder or for the enforcement of performance or observance of any obligation, covenant or agreement on the part of RUBYS herein contained, RUBYS shall be liable to the Village for the amount due hereunder, together with late payment interest due thereon, reasonable attorneys' fees and disbursements, and all other reasonable expenses, costs and disbursements incurred by the Village in connection with such efforts, provided that the Village shall have prevailed.

SECTION 5.2 REMEDIES UPON VILLAGE DEFAULT

(A) General. In the event that the Village shall fail to observe and perform any of the covenants, conditions or agreements on its part to be observed and performed under Sections 1.0 and 3.0 hereunder (each such event being referred to as a "Village Default") and the continuance of such failure for a period of thirty (30) days after the Village's receipt of notice specifying the nature of such failure and requesting that it be remedied, RUBYS may take whatever action at law or in equity as may be necessary or desirable to enforce the performance and observance of such obligations, agreements and covenants of the Village under this Agreement.

(B) Separate Suits. Each such Village Default shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

(C) Fees and Expenses. If, following an Event of Default by the Village, RUBYS should undertake efforts or incur other expenses for the successful enforcement of performance or observance of any obligation, covenant or agreement on the part of the Village herein contained, the Village shall be liable to RUBYS for reasonable attorneys' fees and disbursements, and all other reasonable expenses, costs and disbursements incurred by RUBYS in connection with such efforts, provided that the RUBYS shall have prevailed.

SECTION 6.0 REMEDIES; WAIVER AND NOTICE

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to the Village or RUBYS is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any RUBYS default or Village default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) Notice Not Required. In order to entitle the Village or RUBYS to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Agreement or such other notice as may be required by applicable law.

(D) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

MISCELLANEOUS

SECTION 7.0 AMENDMENTS

This Agreement may not be amended, changed, modified, altered or terminated except by a writing executed by the parties hereto.

SECTION 8.0 NOTICES

(A) General. All notices, certificates or other communications hereunder shall be in writing and sent via overnight mail delivery.

(B) Addresses. The addresses to which notices, certificates and other communications hereunder by the Village or RUBYS shall be sent are as follows:

To the Village:

Mayor's Office
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

with a copy to:

Village Attorney
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520
Attention: Howard Colton, Esq.

To RUBYS:

RUBYS LANDING LLC
333 Jericho Turnpike
Suite 126
Jericho, NY 11753
Attention: Rohitkamur Sakaria

with a copy to:

Forchelli Deegan Terrana LLP
333 Earle Ovington Blvd
Suite 1010
Uniondale, NY 11553
Attention: Daniel P. Deegan, Esq.

(C) Change of Address. The Village, RUBYS and/or a Mortgagee, may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

SECTION 9.0 BINDING EFFECT

This Agreement shall inure to the benefit of, and shall be binding upon, the Village, RUBYS, and each of their respective successors and assigns.

SECTION 10.0 SEVERABILITY

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SECTION 11.0 COUNTERPARTS

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.0 APPLICABLE LAW

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

SECTION 13.0 COMPLETE AGREEMENT

Unless supplemented or otherwise amended in writing by the Village and RUBYS in accordance with the laws of the State of New York, this Agreement constitutes the parties' entire agreement with respect to the subject matter set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

SECTION 14.0 RIGHTS OF MORTGAGEE

RUBYS and every permitted successor and assign of RUBYS is hereby given the right by the Village in addition to any other rights herein granted, without the Village's prior consent but upon written notice to the Village, to grant security interests in RUBYS' interests hereunder and, in connection with or separate from mortgages, grant assignments of RUBYS' interest in this Agreement as collateral security to or for the benefit of holders of indebtedness ("Mortgagees"). Notwithstanding any provision herein to the contrary, no amendment, modification or voluntary termination of this Agreement shall be effective as to any Mortgagee or its successors or assigns unless agreed to in writing by such Mortgagee or its successors and assigns if required by mortgage documents or other evidence of indebtedness ("Mortgage"). If RUBYS and/or RUBYS' permitted successors and assigns shall grant such a Mortgage as herein provided, and if

any such Mortgagee shall send to the Village written notice of such Mortgage specifying the name and address of the Mortgagee, the Village agrees that so long as any such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by such Mortgagee, the following provisions shall apply:

(a) The Village shall, upon occurrence of any Event of Default hereunder, simultaneously serve a copy of notice thereof upon each of RUBYS and such Mortgagee, and no such notice to RUBYS shall be effective unless and until a copy of such notice is served upon each such Mortgagee. The Village shall accept performance by or at the instigation of any such Mortgagee as if the same had been done by RUBYS.

(b) As to monetary defaults, the Mortgagee shall have an additional thirty (30) days after the end of RUBYS' cure period during which it may cure such default and the same shall not become an Event of Default until the expiration of such additional cure period.

SECTION 15.0 THIRD-PARTY BENEFICIARIES

Nothing herein is intended to be for, or to inure to, the benefit of any person other than the parties hereto, and NBD and the Mortgagees together with their successors and assigns, who are intended to be the sole third-party beneficiaries hereof, provided that no such third-party beneficiary shall have any liability hereunder unless such third-party beneficiary shall expressly assume this Agreement in connection with an assignment.

SECTION 16.0 ASSIGNMENT OF AGREEMENT

Upon the prior written consent of the Village of Freeport, RUBYS shall have the right to assign this Agreement to any purchaser, Mortgagee or other transferee of the Premises. This Agreement shall be binding upon RUBYS and its successors and assigns.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

THE INCORPORATED VILLAGE OF FREEPORT

By: _____

Name:

Title:

RUBYS LANDING LLC

By: _____

Name: Rohitkamur Sakaria

Title: Managing Member

Exhibit A

DESCRIPTION OF PROPERTY

Parcels known and designated on the Nassau County Land and Tax Map as: Section 62, Block 177, Lots 339, 526, 541, 542 and 548, and Section 62, Block 233, Lots 2 & 3

(Metes and bounds to be added)

Exhibit B

FIXED VILLAGE PAYMENT SCHEDULE

PILOT Year	Total PILOT	Village Portion of PILOT (fixed here at 18%)	Village Service Fee
1	\$133,151.35	\$23,967.24	\$76,032.76
2	\$133,151.35	\$23,967.24	\$176,032.76
3	\$133,151.35	\$23,967.24	\$276,032.76
4	\$225,000.00	\$40,500.00	\$259,500.00
5	\$255,000.00	\$45,900.00	\$254,100.00
6	\$280,000.00	\$50,400.00	\$249,600.00
7	\$310,000.00	\$55,800.00	\$244,200.00
8	\$355,000.00	\$63,900.00	\$236,100.00
9	\$400,000.00	\$72,000.00	\$228,000.00
10	\$440,000.00	\$79,200.00	\$220,800.00
11	\$470,000.00	\$84,600.00	\$215,400.00
12	\$510,000.00	\$91,800.00	\$208,200.00
13	\$550,000.00	\$99,000.00	\$201,000.00
14	\$590,000.00	\$106,200.00	\$193,800.00
15	\$630,000.00	\$113,400.00	\$186,600.00
16	\$670,000.00	\$120,600.00	\$179,400.00
17	\$710,000.00	\$127,800.00	\$172,200.00
18	\$750,000.00	\$135,000.00	\$165,000.00
19	\$790,000.00	\$142,200.00	\$157,800.00
20	\$830,000.00	\$149,400.00	\$150,600.00

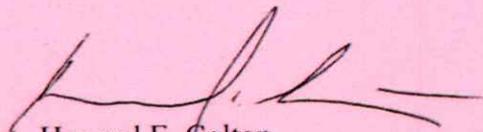
INCORPORATED VILLAGE OF FREEPORT
INTERDEPARTMENTAL CORRESPONDENCE ONLY
OFFICE OF THE VILLAGE ATTORNEY

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: December 8, 2022
Re: License Agreement - Town of Hempstead Marina

For the past few months, the Village has been negotiating with the Town of Hempstead to utilize the Town of Hempstead Marina off Guy Lombardo Avenue. While a lengthy document, the two municipalities, in sum and substance, have agreed to the following:

1. The Village would license the marina, and thus operate the marina, for a term of one hundred (100) years. Broken into increments of twenty-five (25) years; and,
2. The Village, with the assistance of the Town, would work toward obtaining enabling legislation for the permanent transfer of the marina to the Village of Freeport; and,
3. While the parties pursue State enabling legislation, the Village would operate the Marina on behalf of the Town; and,
4. The Village would be responsible for all capital improvements (other than those proposed and built by the Town); and,
5. By operation of law, the Town can cancel the license at will; and,
6. While all Village capital improvements have to be completed within the first five (5) years of the license, the Town must pay a pro-rata share of the capital costs for the first ten (10) years of the agreement if the agreement were to be cancelled; and,
7. Until transferred to the Village, the Town would have to approve proposed signage and other improvements.

If this meets with your approval, please place before the Board for its review and action.


Howard E. Colton
Village Attorney

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

WHEREAS, the Village of Freeport has been negotiating with the Town of Hempstead to license the Town of Hempstead of Marina at the end of Guy Lombardo Avenue; and,

WHEREAS, the parties have agreed, in sum, to the following:

- A. The Village would license the marina, and thus operate the marina, for a term of one hundred (100) years. Broken into increments of twenty-five (25) years; and,
- B. The Village, with the assistance of the Town, would work toward obtaining enabling legislation for the permanent transfer of the marina to the Village of Freeport; and,
- C. While the parties pursue State enabling legislation, the Village would operate the Marina on behalf of the Town; and,
- D. The Village would be responsible for all capital improvements (other than those proposed and built by the Town); and,
- E. By operation of law, the Town can cancel the license at will; and,
- F. While all Village capital improvements have to be completed within the first five (5) years of the license, the Town must pay a pro-rata share of the capital costs for the first ten (10) years of the agreement if the agreement were to be cancelled; and,
- G. Until transferred to the Village, the Town would have to approve proposed signage and other improvements.
- H. No fee would be paid to the Town to operate the marina;
- I. Town of Hempstead residents must be permitted to use the facility, and,

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees hereby authorizes the Village of Freeport to enter into a license agreement with the Town of Hempstead, substantially in the same form as listed herein for a term of one hundred (100) years , renewable in twenty-five (25) year increments; and,

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to sign any and all documents necessary to effectuate this agreement.

The Clerk polled the Board as follows:

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

VILLAGE OF FREEPORT
Department of Buildings
Recommendation

Notice

x Negative Declaration

Positive Declaration

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

x The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

 The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.
(See reasons below)

Project : License with Town of Hempstead

Building Permit App. n/a

Location: Town of Hempstead Marina, Guy Lombardo Avenue

Applicant: Village of Freeport

Description: The Village wishes to enter into a license agreement with the Town of Hempstead so that the Village can run the Town of Hempstead Marina on Guy Lombardo Avenue

Lead Agency: Department of Buildings
for the Board of Trustees
Village of Freeport
46 North Ocean Avenue

Agency Contact Person:
Superintendent of Buildings
(516) 377-2242

REASON(S) FOR DETERMINATION

This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) _____

B) Possible environment effects identified:
(only if positive determination)

DATED: Freeport, New York
12/8/2022



Sergio Mauras
Superintendent of Buildings

IMPORTANT: This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.

THIS REVOCABLE LICENSE AGREEMENT (hereinafter referred to as “License” or “License Agreement”), made as of the date this License is last executed by the Town (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), is entered into by and between (i) Town of Hempstead, a municipal corporation having its principal office at 1 Washington Street, Hempstead, NY 11550 (the “Town” or “Licensor”) and (ii) The Incorporated Village of Freeport a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 46 North Ocean Avenue, Freeport, New York 11520 (the “Licensee”).

W I T N E S S E T H:

WHEREAS, the Guy Lombardo Marina is located at 898 Guy Lombardo Avenue, Freeport, New York 11520 (“Town Of Hempstead Marina” or “Marina”), is property under the jurisdiction and control of the Licensor; and,

WHEREAS, the Licensor and Licensee recognize that the Marina is adjacent to the boundaries of the Incorporated Village of Freeport; and,

WHEREAS, Licensee desires to operate the Town of Hempstead Marina, make certain improvements thereto, and be responsible for all Marina operating expenses, repairs and maintenance costs, all in accordance with applicable provisions of Town, State and Federal Law and in exchange for retaining all Marina revenues; and

WHEREAS, Licensor shall provide Licensee with access to the Marina premises for the purpose of conducting such marina operating activities all as more particularly provided herein below; and

WHEREAS, Licensee shall conduct all activities permitted hereunder with diligent care and shall defend, indemnify and hold Licensor harmless from any damage to Licensor, third parties (including Licensees agents, employees and invitees) and the Marina property resulting from such activities.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. DEFINITIONS

- 1.1. As used throughout this License Agreement, the following terms shall have the meanings set forth below:
- (a) “Town” shall mean the Town of Hempstead, and its various departments.
 - (b) “Commissioner” shall mean the Commissioner of the Town’s Department of Conservation and Waterways.
 - (c) “Comptroller” shall mean the Comptroller of the Town of Hempstead
 - (d) “C&W shall mean the Town’s Department of Conservation & Waterways.
 - (e) “Licensor” shall mean the Town of Hempstead .
 - (f) “Expendable Equipment” or “Personal Equipment” shall mean all equipment, other than Fixed Equipment, provided by the Licensee.

- (g) “Fixed Equipment” shall mean any property affixed in any way to Licensed Premises, whether or not removal of said equipment would damage Licensed Premises.
 - (i) “Additional Fixed Equipment” shall mean Fixed Equipment affixed to Licensed Premises subsequent to the date of execution of this License.
 - (ii) “Fixed and Additional Fixed Equipment” shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.
- (h) “Substantial Completion” or “Substantially Complete” shall mean that the Licensor certifies that an improvement to the Licensed Premises has been completed substantially in accordance with the plans, specifications, schematics, working and mechanical drawings approved by the C&W, notwithstanding that minor work remains to be completed, and that the improvement may be utilized by the public.
 - (i) “Final Completion” or “Finally Complete” shall mean that the construction of an improvement to the Licensed Premises has been completed to such an extent that the C&W certifies in writing that it has been finally completed and no further work is required by Licensee pursuant to this Agreement in connection with the construction of said improvement. Notwithstanding the issuance of any such certification, Licensee shall be liable for any claims related to construction performed by or on behalf of Licensee and shall be responsible for any obligations (including maintenance, repair and indemnity) set forth in the Agreement.
- (j) “Year” or “Operating Year” shall both refer to the period between January 1st and December 31st in any calendar year.
- (k) “Licensed Premises” shall mean the area more fully described in the recitals and shown on Exhibit “A” attached hereto so designated and any other improvements constructed thereon.
- (l) “Capital Improvements” shall mean all construction, reconstruction, improvement or renovation of the Licensed Premises, including architectural, engineering and design fees necessary to implement the Capital Improvements as specified in the schedule of capital improvements attached to this Agreement as Schedule “A”. Capital Improvements also include installation of all “Fixed Equipment”, as that term is defined in this paragraph, which the Licensee installs or causes to be installed on the Licensed Premises. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Licensed Premises. Licensee must secure prior written permission from the Licensor and C&W to perform any Capital Improvement on the Licensed Premises.

II. GRANT OF LICENSE

- 2.1 The Town hereby grants to the Licensee and the Licensee hereby accepts from the Town the License to operate and manage the Licensed Premises for the accommodation, use and enjoyment of the public. The Licensee shall operate the Licensed Premises in a first class, safe, sanitary and inviting manner at all times, and in such further manner as prescribed in this Agreement and as permitted by

the laws, rules, regulations and orders of the government agencies having jurisdiction. Licensee agrees the public will be given open access to the Licensed Premises. For the purposes of this Agreement, first class shall mean the same manner as other prudent operators of similar facilities or in a reputable manner as would a prudent operator of a reasonably similar facility.

- 2.2 The Licensee shall assume all risk in the operation of this License and shall obtain any and all approvals, permits, and other licenses required by federal, state, town, village and Town laws, rules, regulations and orders which are or may become necessary for the lawful operation of the Licensed Premises.
- 2.3 It is expressly understood that no land, building, space, improvements, or equipment is leased to Licensee, but that during the term of the License, Licensee shall have the use of the Licensed Premises only so long as the Licensee is in compliance with each and every term and condition of this License Agreement.
- 2.4 The Licensee shall provide, at all times, free access to the Licensed Premises to the Licensor or its representative and to other Town, County, State or Federal Officials having jurisdiction, for inspection purposes, not to unreasonably interfere with the Licensee's operation.

III. TERM OF LICENSE

- 3.1 This License shall commence as of January 1, 2023, ("Commencement Date") and shall terminate upon the expiration of four (4) consecutive twenty-five (25) year terms unless terminated earlier as herein provided.
- 3.2 Unconditional Right of Revocation Notwithstanding any language contained herein, this License is terminable at will by the Town in its sole and absolute discretion, with or without cause, at any time. Such termination shall be effective sixty (60) days after written notice is sent to the Licensee. Except as otherwise provided for in paragraph 3.4 below, the Licensor, its employees and agents shall not be liable for damages to the Licensee in the event that this License is terminated by the Licensor as provided for herein. Any and all obligations and/or liabilities of Licensee under this License shall survive the revocation or termination thereof.
- 3.3 Termination for Cause.
 - (a) Should the Licensee breach or fail to comply with any of the provisions of this License, any federal, state or local law, rule, regulation or order affecting the License, the Licensed Premises or Town Of Hempstead Marina with regard to any and all matters, the Town may in writing order the Licensee to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that the Licensee fails to comply with such written notice within thirty (30) days from the receipt thereof, subject to unavoidable delays beyond the reasonable control of the Licensee, then this License shall immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, the Town, by

notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing thereof. The Licensor, its employees and agents shall not be liable for damages to the Licensee in the event that this License is terminated by the Licensor as provided for herein.

(b) The following shall constitute events of default for which this License may be terminated on one-day notice: (i) appointment of any receiver of the Licensee's assets; (ii) the making of a general assignment for the benefit of creditor's; (iii) the occurrence of any act which operates to deprive the Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the License; (iv) the levy of any attachment or execution which substantially interferes with the Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty days; (v) should the Licensee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; (vi) should any principal of the Licensee be convicted of a felony or crime involving moral turpitude during the term of this Agreement.

(c) Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which Town may terminate this License.

- 3.4 Upon expiration or sooner termination of this License by the Town, all rights of the Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against the Town, or Licensor. The Licensee shall be permitted to remove all leased equipment including that mentioned in paragraph 12.5. Notwithstanding the foregoing, in the event that this License is terminated by the Town pursuant to paragraph 3.2, prior to the expiration of ten (10) years, the Licensor will pay the Licensee the unamortized portion of the underlying Capital Improvement costs less the value received by the Village by virtue of its operation of the Marina through the termination date. Such Capital Improvements are identified and briefly described on Schedule "A" attached hereto and made a part hereof. Schedule "A" shall be completed by Licensee and submitted to Licensor on or before March 31, 2023.
- 3.5 In the event the Town terminates this License for reasons related to paragraphs 3.3(a) or (b) above, any property of the Licensee at the Licensed Premises may be held and used by the Town in order to operate the License during the balance of the Operating Year.
- 3.6 The Licensee agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by the Town and without resort to any judicial proceeding by the Town. Upon the expiration or sooner termination of this License, the Town reserves the right to take immediate possession of the Licensed Premises.

- 3.7 The Licensee shall, on or prior to the expiration or sooner termination of License, remove all personal possessions from the Licensed Premises. The Licensee acknowledges that any personal property remaining at the Licensed Premises or at Town Of Hempstead Marina after the expiration or sooner termination of this License is intended by the Licensee to be abandoned. The Licensee shall remain liable to the Town for any damages, including lost revenues and the cost of removal or disposal of property should the Licensee fail to remove all possessions from the Licensed Premises or Town Of Hempstead Marina on or before the expiration or termination date.
- 3.8 Licensee Assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Licensee shall, regardless of the reason for termination, take all actions reasonably requested by the Town (including those set forth in other provisions of this Agreement) to assist the Town in transitioning the Licensee's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

IV. UTILITIES

- 4.1 Utilities, as described in this Agreement, may include, but shall not be limited to, electricity, gas, heat, coolant, telephone, water and sewer charges. The Licensee shall be responsible for and shall pay for all utility costs associated with the Licensee's operation at the Licensed Premises payable to the Licensor on the first day of each and every successive month during the term of this Agreement. The Licensee shall be responsible for the cost of all utility connections, including the installation of a sub-meter at the Licensed Premises, provided the Licensor and the Town shall take any reasonable action required to approve and assist the Licensee in obtaining the same. Licensee shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals from the Licensor and such other federal, state or Town agencies or entities having jurisdiction over the construction and operation of the Licensed Premises. The Licensor does not make representation or warranty that existing cables, lines, meters, or supplies of power are adequate for Licensee's needs or that any entity can or will make such service available. Licensee shall not install any additional heating or air conditioning equipment without the prior written approval of the Town.

V. INFLAMMABLES

- 5.1 Except for properly stored gasoline, or as otherwise agreed to in writing by the Licensor or C&W, Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York.

VI. OPERATIONS

- 6.1 The Licensee, at its sole cost and expense, shall operate this License for the benefit of the public and shall maintain and operate the Licensed Premises in an exceptionally attractive, first class, safe, clean, operable and sanitary manner at all time, and in such manner as the Commissioner shall prescribe and as permitted by the laws, rules, regulations and orders of government agencies having jurisdiction. The Licensee accepts the Licensed Premises in their “**as-is**” condition and shall obtain necessary permits and approvals related to its operation at the Licensed Premises. The Licensee shall provide the necessary equipment, supplies and personnel to properly operate under the terms of this Agreement. The Licensee shall perform the following services at the Licensed Premises:
- (a) Sell food, beverage and bait only from the Marina Boathouse. Tobacco sales are strictly prohibited at the Licensed Premises. No beer or wine may be sold without the prior written consent of the Town which may be granted or denied in the Town’s sole discretion. It shall be the Licensee’s responsibility to send to the Licensor on an annual basis a copy of the most recent permit or license from the New York State Liquor Authority granting the Licensee permission to sell beer and wine at the Licensed Premises. No other items may be sold.
 - (b) Provide boat slips for seasonal rental to New York State residents only, provided, however, that there will be no diminution in the total number of slips customarily set aside for Town residents during the years the Marina was operated by the Town . No more than one slip may be made available to party boats.
 - (c) Provide dry dock winter storage if separately approved by the Licensor in writing at a location and to the extent approved by the Licensor
 - (d) Continuously perform such ongoing and preventive maintenance activities necessary to maintain the Licensed Premises in good order and repair and consistent with prevailing, professional and industry or trade standards.
 - (e) House boats shall not be permitted to occupy any slips at the docking facility.
 - (f) No commercial boat repair operation may be maintained.
- 6.2 Licensee shall provide an adequate number of staff members possessing the requisite qualifications to conduct all of its operations at the License Premises seven (7) days a week for such hours as the Commissioner shall approve. Licensee’s employees at the Licensed Premises shall be qualified for their respective functions, clean, courteous, helpful and neat in appearance at all times.
- 6.3 It is understood and agreed that Licensee may from time to time and for good reason close a part or portion of the Licensed Premises, either to perform work, maintenance, repairs or Capital Improvements, or for a public scheduled event

- 6.4 Licensee warrants that all services provided and all food, beverage and merchandise sold pursuant to this License shall be of high grade and good quality.
- 6.5 All current and prospective personnel, who, in carrying out this License, will work or regularly come in close contact with minors must be screened and will be subject to criminal background checks, as more fully described below in Article XX.
- 6.6 An officer of the Licensee shall personally operate this License or the Licensee shall employ an operations manager ("Manager") possessing appropriate qualifications to manage the various operations at the Licensed Premises in a manner that is satisfactory to the Licensor. The Manager must be available by telephone during all hours of operation and the Licensee shall provide the Licensor with a telephone number at which the Licensor may contact the Manager in event of an emergency. The Licensee shall replace the Manager, employee, contractor or subcontractor whenever reasonably demanded by the Commissioner, to the extent such replacement is permissible under the Licensee's then operative CBA.
- 6.7 The Licensee shall, at its sole cost and expense, use its best efforts to recruit personnel from the communities immediately surrounding the Licensed Premises, Licensee shall provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of this License, including, but not limited to:
- (a) Collect and safeguard all monies generated under this License;
 - (b) Maintain the Licensed Premises;
 - (c) Conduct and supervise all activities to be engaged in at the Licensed Premises.
 - (d) Secure the Licensed Premises.
- 6.8 The Licensee shall provide access to the Licensed Premises to disabled members of the public. The accessibility shall be clearly indicated by signs and included in all advertising by Licensee. The Licensee shall include in its advertising and promotion program, provided for in paragraph 8.13 herein, a plan that describes how it intends to make available programs, services and activities at the Licensed Premises readily accessible and useable by individuals with disabilities. Such plan shall provide for compliance with the applicable provisions of the American with Disabilities Act ("ADA") and any similarly applicable laws; however, this paragraph shall not require The Licensee to make any capital improvements to Licensed Premises to ensure compliance with ADA or similar laws, unless necessitated by the Licensee's actions.
- 6.9 The Licensee shall promptly notify the Licensor of accidents or unusual incidents deriving from the operation of this Agreement at the Licensed Premises. Such notice, including documents filed with any Town or other municipality, law enforcement or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence or as soon

as otherwise practicable under the circumstances. Such accidents or incidents shall include, without limitation, damage to person or property, fire, flood and casualty. The Licensee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Licensed Premises, and the Licensee shall notify the Licensor in writing as to said person's name and address.

- 6.10 (a) The Licensee shall establish a marketing, advertising and promotion campaign aimed at informing the public of the Licensee's operation at the Licensed Premises, provided that all the brochures, media advertisement and similar copy to be released, disseminated to the public or distributed in any manner shall be subject to the prior written approval of Licensor. Said approval may not be unreasonably withheld by Licensor.
- (b) The Licensee may release news items to the media as it sees fit. If the Commissioner, in his/her discretion, finds any printed matter or release to be unacceptable, then the Licensee shall cease or alter such printed matter or releases as directed.
- (c) The Licensee may, subject to prior approval of the Commissioner for that design, content and distribution of material, print or arrange for the printing of advertising, signs, programs or brochures containing advertising matter.
- (d) Any business or trade name which the Licensee proposes to use in identifying the Licensed Premises or any other part of the Licensed Premises shall be subject to the prior written approval of the Licensor.
- (e) The Licensor reserves the right to place advertising at the Licensed Premises, at any time during the term of the License, at location determined through consultation with the Licensee.
- 6.11 Any sign posted by the Licensee at the Licensed Premises, or any advertisement used in connection with such facility, shall be subject to the prior written approval of the Licensor, shall be appropriately located, and shall state that the Licensed Premises is a Town municipal facility operated by the Licensee.
- 6.12 The Licensee may, at its sole cost and expense, post through Town Of Hempstead Marina such signs approved by the Commissioner which may be necessary to direct patrons to the Licensed Premises. It is expressly understood that if the Licensee contemplates placing any sign off-site, such as on nearby highways or streets, it shall be the Licensee's responsibility to obtain any necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets or locations. The design and content of all such signs are subject to prior written approval of the Licensor.
- 6.13 The Licensee shall, at its sole cost and expense, provide any lighting, music, music programming and sound equipment which Licensee determines may be necessary for its operation under this License. Licensee shall operate and play such sound equipment and music in accordance with the law and at a sound level

acceptable to the Licensor. Installation of additional fixed lighting or fixed sound equipment by the Licensee on or at the Licensed Premises shall require the prior written approval of the Commissioner. Said approval shall not be unreasonably delayed by the Commissioner.

- 6.14 Licensee shall, at its sole cost and expense, provide a twenty-four (24) hour per day, seven (7) day a week security system at the Licensed Premises, which shall be either an electronic system, camera system or a twenty-four hour guard, or a combination thereof.
- 6.15 The Licensee will not be authorized to sell, lease, license, market or otherwise offer so called “naming rights” and “sponsorship rights” at the Licensed Premises. The Town specifically reserves all such rights.
- 6.16 The Licensee shall be required to pay the prevailing wage as published by the New York State Licensor of Labor, if applicable, and comply with all applicable New York State Labor Laws.
- 6.17 The Licensee shall cooperate with the Department Licensor in providing use of the Licensed Premises without charge, for events or programs conducted by or arranged for by the Licensor or the Town pursuant to Article XXV herein. The Licensor shall consult with the Licensee in an effort to schedule such events or programs at times mutually agreeable to the parties.
- 6.18 The Licensee shall make the Licensed Premises open to the public on a first come, first served basis. All activities of the Licensee and guests must be confined to the Licensed Premises. Other facilities located in Town Of Hempstead Marina shall not be used by the Licensee to provide benefit to guests of the Licensed Premises.

VII. CAPITAL IMPROVEMENTS

- 7.1 The Licensee shall complete certain Capital Improvements, as defined in Article 1.1 (l), pursuant to the schedule of Capital Improvements attached hereto as Schedule “A” which, may, from time to time, be amended pursuant to the terms of this Agreement. The Licensee, at its sole cost and expense, shall complete certain Capital Improvements totaling at least eighty thousand dollars (\$80,000) within the first five (5) years of this License Agreement. All Capital Improvements must be approved in advance by the Town and must comply with C&W requirements and other applicable Town Building Codes, the terms of which are more fully described in Appendix “C” attached hereto and incorporated herein by reference. The Licensee shall be responsible for the clean-up and removal of all debris on a daily basis during the construction phase of any Capital Improvements and thereafter.
- 7.2 The Licensee shall perform and complete all such Capital Improvements at its sole cost and expense and in accordance with designs and plans approved by C&W and other governmental agencies having jurisdiction. The Licensee shall

make no other Capital Improvements or alterations without the prior written consent of the Town.

- 7.3 C&W will use its reasonable efforts to approve or disapprove the Licensee's design plans within thirty (30) days of receipt thereof. The Licensee shall obtain the services of a New York State licensed design consultant, a Registered Architect or a Professional Engineer to review and sign off on all improvements and/or replacements required under this License and to supervise the construction and installation thereof; alternatively, the Licensee may utilize the functionally equivalent services of the Superintendent of Buildings for the Licensee.
- 7.4 Within one (1) week of C&W's notification to the Licensee that it may commence capital work, the Licensee shall provide C&W, for its review and approval, a schedule for all work and the installation of the improvements required under this License ("Schedule of Capital Improvements"). The Licensee shall update this schedule periodically. The schedule shall provide that all of the Capital Improvements required under this License shall be completed or installed as soon as possible. All replacement work and improvements shall be made in accordance with the schedule described in this paragraph. Any modification to this schedule must be approved in writing by C&W.
- 7.5 The Licensee shall use its best efforts to minimize the extent to which the public use of the Licensed Premises is disrupted in connection with its construction, installation, operation and maintenance activities at the Licensed Premises.
- 7.6 The Licensee shall complete or cause to be completed all Capital Improvements so that the services to the public contemplated herein may commence on schedule, unless such work cannot be completed due to circumstances beyond the control of the Licensee as determined by C&W, including acts of God, war, or enemies, or hostile government actions, revolutions, insurrection, riots, civil commotion, strikes, fire or other casualty. In such situations, the Licensee shall propose for C&W's approval a revised completion schedule and if approved, the Licensee shall complete such Capital Improvements in accordance with such approved revised schedule.
- 7.7 The Licensee, within three (3) months of certification of Final Completion, shall furnish the Licensor with a certified statement, issued by Licensee, detailing the actual costs of construction. Accompanying such statement shall be construction documents, bills, invoices, labor time books, accounts payable, daily reports, bank deposit books, bank statements, checkbooks, and cancelled checks. The Licensee shall maintain, in accordance with this Agreement, accurate books and record of accounts, and shall itemize and specify those costs attributable to the Licensed Premises to permit audit by the Licensor or the Town Comptroller upon request.
- 7.8 Pursuant to the Schedule of Capital Improvements, the Licensee shall pay all applicable fees and shall submit to C&W and all other governmental agencies having jurisdiction, for prior approval, all plans, specifications, schematics, working and mechanical drawings, which shall be signed and sealed by a New

York State Registered Architect or Licensed Professional Engineer or alternatively by the Licensee's Superintendent of Buildings. All plans, specifications, schematics, and working and mechanical drawings shall be in such detail as C&W shall require. All work shall be undertaken in accordance with the plans, specifications, schematics, and working and mechanical drawings approved in writing in advance by C&W. No Capital Improvement shall be deemed Finally Completed until C&W certifies in writing that the Capital Improvement has been completed to its satisfaction.

- 7.9 For any Capital Improvements commenced under this License, the Licensee shall apply for applicable permits from the appropriate governmental authorities. The Licensee shall commence Capital Improvements only after the issuance of a construction permit from the appropriate governmental authorities and a properly issued building permit from the proper issuing authority. The Licensee shall notify the Licensor of the specific date on which construction shall begin.
- 7.10 During performance of the Capital Improvements and up to the date of Final Completion, the Licensee shall be responsible for the protection of the finished and unfinished Capital Improvements against any damage, loss or injury. In the event of such damage, loss or injury, the Licensee shall promptly replace or repair such Capital Improvements at its sole cost and expense.
- 7.11 Licensee shall perform all Capital Improvements in accordance with all federal, State, County, Town, ~~Town~~ and Village laws, rules, regulations, orders and industry standards, and with materials as set forth in the approved plans, specifications, schematics, working and mechanical drawings. All equipment and materials installed as part of the Capital Improvements shall free of defects, of the best grade quality, suitable for the purpose intended and furnished in ample quantities to prevent delays. The Licensee shall obtain all manufacturer's warranties and guarantees for all such equipment and materials as applicable.
- 7.12 Unless otherwise provided, the Licensee shall choose the means and methods of completing the Capital Improvements unless C&W reasonably determines that such means and methods constitute or create a hazard to the Capital Improvements or to persons or property or will not produce finished Capital Improvements in accordance with the Schedule of Capital Improvements.
- 7.13 The Licensee shall provide written notice to C&W when Capital Improvements are Substantially Completed. After receiving such notice, C&W shall inspect such Capital Improvements. After such inspection C&W and the Licensee shall jointly develop a single final "punch list" incorporating all findings from such inspection concerning all work not completed to the satisfaction of the Licensor. The Licensee shall proceed with diligence to complete all "punch list" items within a reasonable time as determined by C&W.
- 7.14 The Licensee shall provide the Town with discharges for any and all liens that may be levied against the Capital Improvements during construction of such improvements. The Licensee shall discharge such liens within thirty (30) days of

receipt of lien by Licensee. Upon Final Completion, as defined in paragraph 1.1(i), of all Capital Improvements, the Town shall return to the Licensee its remaining construction security bond on deposit with the Town.

- 7.15 The Licensee shall promptly repair, replace, restore, or rebuild as the Town reasonably may determine, items of Capital Improvements in which defects of materials, workmanship or design may appear or to which damages may occur because of such defects during the one-year period subsequent to the date of the Final Completion of such Capital Improvements. Failure to comply with this paragraph shall constitute a default and may result in the termination of this License.
- 7.16 Neither the Licensor, nor C&W, its agencies, officers, agents employees or assigns thereof, shall be bound, precluded, or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this License by the C&W, the Licensor, or any other officer, agent or employee of the Town, before the Final Completion and any acceptance of the Capital Improvements, from showing that the Capital Improvements or any part thereof does not in fact conform to the requirements of this License and from demanding and recovering from the Licensee such damages as the Licensor or the Town may sustain by reason of Licensee's failure to perform each and every part of this License in accordance with its terms, unless such determination, decision, approval order, letter, payment or certificate shall be pursuant to a specific waiver of this paragraph signed by an authorized representative of the Licensor.
- 7.17 Upon installation, title to all Fixed and Additional Fixed Equipment made to the Licensed Premises shall vest in and thereafter belong to the Town at the Town's option, which may be exercised at any time after the Substantial Completion of the construction, renovation, improvement, affixing, placement or installation. To the extent the Town chooses not to exercise its option with respect to any of the construction, renovation, improvements, equipment or fixtures made to the Licensed Premises, it shall be the responsibility of the Licensee to remove such items and restore the Licensed Premises to the satisfaction of the Licensor at the sole cost and expense of the Licensee. However, the Licensee shall not under any circumstances be required to remove heating, plumbing, air conditioning, electrical wiring, elevators, windows and ventilation fixtures without the prior written approval of the Town.

VIII. MAINTENANCE, SANITATION AND REPAIRS

- 8.1 The Licensee shall, at all times and at the Licensee's sole cost and expense and to the satisfaction of the Town, keep, repair and preserve in good order all interior and exterior components of the Licensed Premises, both structural and non-structural, including without limitation, all HVAC, mechanical and electrical systems and the roof, and keep its operation at the Licensed Premises clean, litter-free, neat, fumigated, disinfected, deodorized and in every respect sanitary. The Licensee shall provide routine and regular maintenance to keep the existing docks and bulkheads in good working order and moreover, Licensee shall be solely

responsible for the full costs of any and all necessary capital repairs and/or replacements. The Licensee shall provide daily cleaning and routine maintenance services for its operation at the Licensed Premises and collect and remove all litter, debris, snow and garbage therefrom (up to and including the perimeter of the Licensed Premises). The Licensee shall repair and maintain in good working order and replace when necessary any and all equipment installed at the Licensed Premises necessary for the proper operation of this License. All such maintenance shall be performed by the Licensee in a good and worker-like manner. The Licensee shall provide equipment maintenance contracts, or directly provide maintenance services deemed by the Licensor to be equivalent to service contracts for the equipment necessary to perform under the terms of the License Agreement. The Licensee shall adhere to the maintenance schedules recommended by the manufacturer for all mechanical systems and equipment. Licensee, however, shall not be responsible for any environmental conditions which may already exist at the Licensed Premises and are not the result of the Licensee's operation at the Licensed Premises, such as buried oil tanks, oil spills or other underground conditions.

- 8.2 No later than thirty (30) days before the end of each Operating Year, the Licensee shall conduct a site inspection at the Licensed Premises with a representative of the Licensor. Such inspection shall assess the condition of the Licensed Premises and all fixed equipment therein, and determine the nature and extent of repairs performed by Licensee.
- 8.3 The Licensee shall provide, at its sole cost and expense, for garbage and waste removal which collects upon the Licensed Premises, without regard to its sources. Waste receptacles shall be regularly washed, steamed or cleaned by other suitable means and properly stored after emptying. In performing its duties under this paragraph, the Licensee shall comply with all applicable ordinances and programs of the Village, Town, County State and Federal governments. The Licensee shall properly bundle and/or separate, as required, for pickup pursuant to Village, Town, County, State and Federal law, all recyclable materials.
- 8.4 The Licensee shall employ, at its sole cost and expense, an exterminating company to supply scheduled and constant exterminating services to the Licensed Premises.
- 8.5 At its sole cost and expense, Licensee shall remove any and all graffiti that may appear on the buildings and structures of the Licensed Premises. Such graffiti removal shall be commenced within twenty-four (24) hours from the appearance of any such graffiti and shall continue until such graffiti is removed.
- 8.6 At the expiration or sooner termination of this License, the Licensee shall turn over the Licensed Premises to the Town in good condition, ordinary wear and tear expected.

IX. IMPROVEMENT AND/OR CORRECTION IN OPERATIONS

- 9.1 Should the Town decide that Licensee is not operating in a satisfactory manner, the Licensor may, in writing, mailed certified mail, return receipt requested, order the Licensee to improve operations or to correct such conditions, as Town may deem reasonably appropriate. In the event that the Licensee fails to comply with such written notice or respond in a manner satisfactory to the Licensor within thirty (30) days from the receipt of said notice, notwithstanding any other provision herein, then the Town may terminate this License.
- 9.2 Should the Town, in its sole judgment, decide that an unsafe or emergency condition exists on the Licensed Premises after written notification, the Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the Town in writing and indicate the period within such condition shall be corrected. The Town, in its sole discretion, may extend such period of time in order to permit the Licensee to cure, under such terms and conditions as appropriate.

X. EQUIPMENT

- 10.1 The Licensee shall, at its sole cost and expense and to the satisfaction of the Town, provide and replace if necessary, all equipment necessary for the efficient and effective operation of this License, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Licensed Premises.
- 10.2 The Town represents that it has title to all Fixed Equipment. Licensee shall have the use of all Fixed Equipment located on the Licensed Premises.
- 10.3 Title to any Additional Fixed Equipment, and to all construction, renovation, or improvements made to Licensed Premises shall vest in and belong to the Town at the Town's option, which option may be exercised at any time after the Substantial Completion of the affixing of said equipment or the Substantial Completion of such construction, renovation or improvement. To the extent the Town chooses not to exercise such option it shall be the responsibility of the Licensee to remove such items at its sole cost and expense after the termination of this License.
- 10.4 The Licensee must acquire, replace, install or affix, at its sole cost and expense, any equipment materials, and supplies required for the proper operation of Licensed Premises as described herein or as reasonably required by the Town.
- 10.5 Any equipment leased by the Licensee for the operation of this License, including, but not limited to, stove, fryers, refrigerators, ovens, satellite antennas, cash registers, Hatteras light towers, cooking grills, freezers, display refrigerators, ice machines, cooking equipment, tools, vending machines, and or any equipment

not permanently affixed to the premises shall not vest or belong to the Town upon termination of this License.

XI. EXPENDABLE OR PERSONAL EQUIPMENT

- 11.1 The Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this License and replace same at its own cost and expense when requested by the Town.
- 11.2 Title to all Expendable or Personal Equipment obtained by the Licensee shall remain in Licensee and such equipment shall be removed by the Licensee at the termination or expiration of this License. In the event such equipment remains in the Licensed Premises following such termination or expiration, the Town may treat such property as abandoned and charge all costs and expenses incurred in the removal thereof to the Licensee.
- 11.3 The Equipment to be removed by the Licensee pursuant to paragraph 13.2 above shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises. Notwithstanding its vacating and surrender of the Licensed Premises, the Licensee shall remain liable to the Town for any damage it may have caused to the Licensed Premises beyond ordinary wear and tear.

XII. EQUIPMENT AND CONDITION UPON SURRENDER

- 12.1 Notwithstanding the foregoing, at the expiration or sooner termination of this License, the Licensee shall surrender the Licensed Premises, and the Fixed and Additional Fixed Equipment to which the Town holds title, in at least as good a condition as said Licensed Premises, and the Fixed and Additional Fixed Equipment were found by the Licensee, reasonable wear and tear excepted.
- 12.2 The Licensee acknowledges that it is acquiring a License to use the Licensed Premises and Fixed Equipment thereon solely on reliance on its own investigation, that no representations, warranties or statements have been made by the Town concerning the fitness thereof, and that by taking possession of the Licensed Premises and Fixed Equipment, the Licensee accepts them in their present condition "as is".

XIII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

- 13.1 This License Agreement is intended to be exclusive to the Licensee and, accordingly, the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Town Supervisor or his or her duly designated deputy (which consent may be granted or denied by Licensor in its sole discretion), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The

failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

- 13.2 The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Town and the Licensee and their respective permitted successors and assigns.

XIV. ALTERATIONS

- 14.1 (a) "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to original premises or in the event of fire or other cause), rehabilitation, modification, addition or improvement to Licensed Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of Licensed Premises.
- (b) The Licensee may alter Licensed Premises only in accordance with the requirements of subsection (c) of this paragraph. Alterations shall become property of the Town upon their attachment, installation or affixing.
- (c) In order to alter the Licensed Premises pursuant to subsection (b) of this paragraph, the Licensee must: (i) Obtain the Town's written approval (which shall not be unreasonably withheld) for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work; (ii) ensure that work performed and alterations made on Licensed Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Article, in a good and workmanlike manner, and within a reasonable time; and (iii) Notify the Town of completion or, and the making final payment for, any alteration within ten (10) days after the occurrence of said completion or final payment.
- (d) The Town may, in its discretion, make repairs, alterations, decorations, additions or improvements to the Licensed Premises at the Town's expense, but nothing herein shall be deemed to obligate or require the Town to make any repairs alterations decorations, additions or improvements, nor shall this provision in any way affect or impair Licensee's obligation herein in any respect. Any work performed by the Town will not substantially interfere with licensed activities under the License and will be performed at a mutually agreed upon time.
- 14.2 The Town reserves the right to perform construction or maintenance work in its discretion at the Licensed Premises at any time during the term of this License. The Licensee agrees to cooperate with the Town, to accommodate any such work by the Town and provide public and construction access through the Licensed Premises as deemed necessary by the Licensor. The Town shall use its best efforts to give the Licensee at least fourteen (14) days written notice of any such work and not to interfere substantially with Licensee's operation or use of the Licensed Premises. The Town may temporarily close a part or all of the Licensed Premises for the Town's purpose as determined by the Town. In the event that the Licensee must close the Licensed Premises for the purposes provided for in

this License because of such Alterations, then the Licensee may propose and submit for the Licensors approval a plan to equitably address the impact of the closure. The Licensee shall be responsible for security of all the Licensees' property on the Licensed Premises at all times.

XV. INDEPENDENT CONTRACTOR

- 15.1 The Licensee is an independent contractor of the Town. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee Agent"), be (i) deemed a Town employee, (ii) commit the Town to any obligation, or (iii) hold itself, himself, or herself out as a Town employee or Person with the authority to commit the Town to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and Licensors thereof).

XVI. NO ARREARS OR DEFAULT

- 16.1 The Licensee is not in arrears to the Town upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the Town, including any obligation to pay taxes to, or perform services for or on behalf of, the Town.

XVII. COMPLIANCE WITH LAW

- 17.1 (a) Compliance with Law. Generally, the Licensee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, living wage, employee background checks, disclosure of information, and vendor registration, in connection with its performance under this License. In furtherance of the foregoing, the Licensee is bound by and shall comply with the terms of Appendices EE attached hereto and with the County/Town's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Licensee acknowledges that Licensee Information in the Town's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the Town shall make reasonable efforts to notify the Licensee of such request prior to disclosure of the Information so that the Licensee may take such action as it deems appropriate.

XVIII. MINIMUM SERVICE STANDARDS

18.1 Regardless of whether required by Law:

(a) The Licensee shall, and shall cause Licensee Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Licensee shall conduct its operation this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee Agents to obtain and maintain, all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

XIX. INDEMNIFICATION, DEFENSE, COOPERATION

19.1 (a) The Licensee assumes all risk in its performance of all activities authorized by this License and shall be solely responsible for and shall indemnify and hold harmless the Town, the Licensor and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the Licensee or a Licensee Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same provided, however, that the Licensee shall not be liable for a Loss, if any, caused by the sole negligence of the Town.

(b) The Licensee shall, upon the Town’s demand and at the Town’s direction, promptly and diligently defend, at the Licensee’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Licensee shall, and shall cause Licensee Agents to, cooperate with the Town and the Licensor in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this paragraph shall survive the termination of this Agreement.

XX. INSURANCE

20.1 (a) Types and Amounts. The Licensee shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name “~~Nassau~~ Town of Hempstead” as an additional insured and have a minimum single combined limit of liability of not less than five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate coverage, (ii) if licensing in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Licensee’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) Marina Operators, Legal Liability Insurance covering liabilities associated with the operation of the subject Marina; with such insurance naming the Town of Hempstead as Additional Insured and having a limit of at least two million dollars (\$2,000,000.00) per occurrence, and (v) such additional insurance, including, without limitation, builder’s all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the Town may from time to time request.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Licensee pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the Town, and (ii) in form and substance acceptable to the Town. The Licensee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Licensee shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Licensee under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Licensor. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Licensee shall provide written notice to the Licensor of the same and deliver to the Licensor renewal or replacement certificates of insurance. The Licensee shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Licensee to maintain Workers’ Compensation Insurance shall render this contract void and of no effect. The failure of the Licensee to maintain the other required coverages shall be deemed a material breach of this Agreement in which a reasonable opportunity to cure not to exceed ten (10) business days running from the particular lapse of coverage, shall be permitted.

XXI. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE TOWN

21.1 No action or special proceeding shall lie or be prosecuted or maintained against the Town upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Licensee shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Town Attorney for adjustment and the Town shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The complaint or necessary moving papers of the Licensee shall allege that the above-described actions and inactions preceded the Licensee's action or special proceeding against the Town.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

XXII. CONSENT TO JURISDICTION AND VENUE GOVERNING LAW

22.1 Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This License Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

XXIII. NOTICES

23.1 Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a Town employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Licensor, to the attention of the Town Attorney for the Licensor at the address specified above for the Licensor, (ii) if to the Comptroller, to the attention of the Comptroller at 1 Washington Street, Hempstead, New York 11550, and (iii) if to the Licensee, to the attention of the person who executed this License Agreement on behalf of the Licensee at the address specified above for the Licensee, or in each case to such other persons or addresses as shall be designated by written notice.

XXIV. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY,
SUPREMACY

24.1 Every provision required by Law to be inserted into or referenced by this License Agreement is intended to be a part of this License Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this License Agreement for purposes of interpretation and (ii) upon the application of either party this License Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(a) In the event that any provision of this License Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Unless the application of this subsection will cause a provision required by Law to be excluded from this License Agreement, in the event of an actual conflict between the terms set forth above the signature page to this License Agreement and those contained in any schedule, exhibit, appendix, or attachment to this License Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this License Agreement should be read together as not conflicting.

XXV. PARAGRAPH AND OTHER HEADINGS

25.1 The paragraph and other headings contained in this License Agreement are for reference purposes only and shall not affect the meaning or interpretation of this License Agreement.

XXVI. ENTIRE AGREEMENT

26.1 This License Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements understandings, letters of intent, covenants, arrangements, communications, representations or warranties, whether oral or written, by any party hereto or by any related or unrelated third party of the parties relating to the subject matter of this Agreement.

XXVII. EXECUTORY CLAUSE

27.1 Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all Town approvals have been obtained, including, approval by the Town Board, and (ii) this Agreement has been executed by the Town Executive or his designee.

XXVIII. WAIVER OF COMPENSATION

- 28.1 Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Licensed Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, act of God, civil commotion, strike or riot, and Licensee hereby expressly releases and discharges the Licensor, its agents, and the Town from any demands, claims, actions and causes of action arising from any of the causes aforesaid, unless such loss is caused solely by the negligence of the Licensor.

XXIX. WAIVER OF TRIAL BY JURY

- 29.1 Licensee hereby waives trial by jury in any action, proceeding, or counterclaim brought by the Town against Licensee in any matter related to this License. Any action taken by the Town relating to this License may only be challenged in a proceeding instituted in Nassau County pursuant to CPLR Article 78.

XXX. CONFLICT OF INTEREST

- 30.1 Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License no person having such an interest or possible interest shall be employed by it. No elected official or other officer or employee of the Town, nor any person whose salary is payable, in whole or part, from the Town treasury, shall participate in any decision relating to this License which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

XXXI. PROCUREMENT OF AGREEMENT

- 31.1 Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage fee or any other compensation. Licensee further represents and warrants that no payment, gift or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Licensee makes such representation and warranties to induce the Town to enter into this License and the Town relies upon such representations and warranties in the execution hereof.

- 31.2 For such a breach or violation of such representations or warranties, the Town shall have the right to annul this License without liability entitling the Town to recover all monies paid hereunder, if any, and the Licensee shall not make any claim for, or be entitled to recover any sums or sums due under this License. This remedy, if effected, shall not constitute the sole remedy afforded the Town for the falsity or breach, nor shall it constitute a waiver of the Town's right to claim damages or refuse payment or to take any other action provided by law or pursuant to this License.

XXXII. JUDICIAL INTERPRETATION

- 32.1 Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this License and that legal counsel was consulted by each responsible party before the execution of this Permit.

XXXIII. RESERVATION FOR SPECIAL EVENTS

- 33.1 The Licensee shall cooperate with the Licensor in providing use of the Licensed Premises without charge, for programs or events conducted by or arranged by the Town or the Licensor. The Licensor agrees to notify the Licensee at least thirty (30) days in advance of any proposed event to be held at the Licensed Premises. It is expressly understood that this section shall in no way limit the Licensor or the Town the right to itself sponsor or promote events at the Licensed Premises. The Commissioner represents to Licensee that he has not granted to any other person or entity any license, permit, or right of possession or use which would prevent the Licensee in any way from performing its obligations and realizing its rights under this Agreement, except as otherwise disclosed herein.

XXXIV MISCELLANEOUS

- 34.1 The parties hereto shall explore in good faith the feasibility of obtaining a parkland alienation bill from the New York State Legislature which, if obtained, would cause the parties to proceed with negotiating a contract providing for the transfer of the Marina to the Licensee from the Licensor.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, the Licensee and the Town have executed this Agreement as of the date first above written.

TOWN OF HEMPSTEAD

By: _____
Name: _____
Title: _____
Date: _____

VILLAGE OF FREEPORT

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
) ss.:
TOWN OF)

On this __ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known who, being by me duly sworn, did depose and say that he or she resides in the Town of _____; that he or she is an Executive of the Town of Hempstead, the municipal corporation described herein and which executed the above instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
TOWN OF)

On this __ day of _____, in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known who, being by me duly sworn, did depose and say that he or she resides in the Town of _____; that he or she is an Executive of the Village of Freeport, the municipal corporation described herein and which executed the above instrument

Notary Public

Appendix “C”

All suppliers participating in the design and construction are subject to the approval of the Town and will provide all vendor licenses & permits to C&W (contact to be identified). All plans and specifications for all new construction and renovation must be submitted to C&W, or their designee for formal approval prior to the commencement of any work. The Licensee will be responsible for securing the site during the construction phase. No construction can commence or ground disturbed prior to receiving a building permit. The licensee will be required to demonstrate and document that the any amount listed in the proposal for capital improvement expense has been spent upon completion of the renovation. All monies spent for these mandated works are to be specifically itemized and scheduled in order to permit auditing and concurrence. No Contracts for materials, equipment or labor are to be made except with the concurrence of the Licensor its designee. The following Guidelines apply for any Capital Improvement executed pursuant to the terms of the Agreement between the Town and the Licensee:

a. The Licensee must have the work designed by a New York State licensed Engineer or Architect and constructed in accordance with all applicable codes including, but not limited to, the following codes and standards, unless more stringent requirements are appropriate:

- A. New York State Uniform Fire Prevention & Building Code
- B. New York State Energy Conservation Construction Code
- C. New York State Sanitary Code
- D. National Electric Code
- E. Occupational Safety and Health Administration Code
- F. State Laws, Local Ordinances, and Utility Company Regulations
- G. New York State Industrial Code

b. If the Licensee proposes a pre-engineered metal building system, it shall be manufactured and built per the guidelines of the Metal Building Manufacturers Assoc. (MBMA); and the producer/manufacturer of the building shall be a member of the MBMA.

c. The contract documents shall be signed and sealed by the Architect/Engineer of record.

d. The Licensee or it’s Architect/Engineer shall obtain all applicable approvals, permits, and certificates required by all regulatory and permitting agencies having jurisdiction, including; Village, County, Town, State and Federal agencies.

e. The Architect/Engineer of record shall certify in writing to the Town and all other public agencies having jurisdiction that the facility was constructed in accordance with the contract documents and all applicable codes and standards (and if a pre-engineered metal building, the guidelines of the MBMA)

f. Record “as-built” drawings sealed and certified by the Architect/Engineer of record shall be submitted to the Town if the improvement is a permanent improvement to a Town facility.

g. The Licensee agrees to be responsible for, and save the Town harmless from any and all claims, loss or liability which may arise from the construction of the proposed facility.

h. The Licensee shall provide bonds and insurances, in such amounts, with such companies and in such form, as are all acceptable in form and substance to the Town, in its sole discretion, for all capital improvement projects. Bonds and insurances will include (but not be limited to): Performance Bond, Labor and Material Payment Bond, Public Liability Insurance, Worker's Compensation Insurance, Owner's Protective Public Liability Insurance, Builders All Risk Insurance.

i. Further, any proposed Capital Improvement project that involves electrical or HVAC equipment must use equipment that qualifies for the Long Island Power Authority (LIPA) Clean Energy Initiative program.

j. All contracts for construction or improvements to the Licensed Premises shall provide for the payment of prevailing wage rates set by the New York State Licensor of Labor.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

(a) The Licensee's Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Licensee Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the Licensee's contracting agency, the Licensee 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, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Licensee's Contractor's obligations herein.

(c) The Licensee's Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Town 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.

(d) The Licensee's Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(e) Licensee Contractors must notify and receive approval from the respective Licensor Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(f) Licensee Contractors for projects under the supervision of the Town's Department of C&W shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of C&W when made. .

(g) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Licensee Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Licensee Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Licensee Contractor must submit Documentation.

(h) In the case where a request is made by the Town, the Licensee Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(i) Award of a Town Contract alone shall not be deemed or interpreted as approval of all Licensee Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(j) Licensee's Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the Town Contract.

(k) The Licensee Contractor shall provide Town with information regarding all subcontracts awarded under any Town Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Licensor Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by Licensor, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Licensor, the determination of whether to terminate a contract shall rest with the Town.

Provisions (a), (b) and (c) shall not be binding upon Licensee Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the Town Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this Town or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this Town and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Licensee's Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the Town Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "Licensee Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a Licensee contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Licensee; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a Licensee contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and

improvements thereon. However, the term "Licensee Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a Licensee contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "Licensee Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, or any other party, that is (i) a party to a Licensee Contract, (ii) a bidder in connection with the award of a Licensee Contract, or (iii) a proposed party to a Licensee Contract, but shall not include any Subcontractor.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the Licensee's Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the Licensee's Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a Licensee's Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the Licensee Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the Licensee Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the Licensee Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the Licensee Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the Licensee Contractor must also be included with the Best Effort Documentation
- i. Town Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the Licensee Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the Licensee pursuant to a Licensee contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the Licensee pursuant to a Licensee contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the Licensee, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Licensor head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of Town dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

SCHEDULE "A"

(Description of Capital Improvements)

**VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy
From: Pamela Walsh Boening, Village Clerk
Date: November 21, 2022

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Armond Cement Construction, Co. Inc. Total: \$10,328.16

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

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

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

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

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

Sidewalk Survey # MSW 31- 2022

Owner: Dennis Mahoney
2 Gold Circle
Freeport NY, 11520
Sec, Blk., Lot (s): 36-526-2

Location: 2 Gold Circle

Contractor: Armond Cement Construction Co., Inc.

Charges: \$856.98

Sidewalk Survey # MSW 390-2020

Owner: Selene Finnace LP
27720 Jefferson Ave STE 210
Temecula, CA 92590
Sec, Blk., Lot (s): 62-127-18

Location: 198 S. Long Beach Avenue

Contractor: Armond Cement Construction Co., Inc.

Charges: \$512.80

Sidewalk Survey # MSW 378-2020

Owner: Shirley Rembert
181 S. Long Beach Avenue
Freeport NY, 11520
Sec, Blk., Lot (s): 62-120-1

Location: 181 S. Long Beach Avenue

Contractor: Armond Cement Construction Co., Inc.

Charges: \$678.40

Sidewalk Survey # MSW 49-2022

Owner: Leroy Ginaldo
In Car of Leroy Rachelle
269 Moore Avenue
Freeport NY, 11520
Sec, Blk., Lot (s): 36-521-26

Location: 269 Moore Avenue

Contractor: Armond Cement Construction Co., Inc.

Charges: \$355.20

Sidewalk Survey # MSW 117-2022

Owner: Morin Sunta & Belizaire
In care of Vilgo
209 Smith Street
Freeport NY, 11520
Sec, Blk., Lot (s): 62-120-17

Location: 209 Smith Street

Contractor: Armond Cement Construction Co., Inc.

Charges: \$3,297.76

Sidewalk Survey # MSW 136-2022

Owner: **Israel Aguilar**
211 Smith Street
Freeport NY, 11520
Sec, Blk., Lot (s): 62-120-14
Location: **211 Smith Street**
Contractor: Armond Cement Construction Co., Inc.
Charges: \$1,843.16

Sidewalk Survey # MSW 118-2022

Owner: **JB & JN Acosta Vanegas**
227 Smith Street
Freeport NY, 11520
Sec, Blk., Lot (s): 62-120-16
Location: **227 Smith Street**
Contractor: Armond Cement Construction Co., Inc.
Charges: \$1,818.94

Sidewalk Survey # MSW 137-2022

Owner: **Cliford & S Francois**
263 Smith Street
Freeport NY, 11520
Sec, Blk., Lot (s): 62-127-19
Location: **263 Smith Street**
Contractor: Armond Cement Construction Co., Inc.
Charges: \$964.92

Pamela Walsh Boening
Pamela Walsh Boening, Village Clerk

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

AGENDA

BOARD OF TRUSTEES' MEETING

December 12, 2022

9. VILLAGE COMPTROLLER – Anthony N. Dalessio

- a) Request retroactive approval to extend the personal services contract with Aaron Klein, 761 Daniel Street, Valley Stream, New York 11581, from March 1, 2022 through February 29, 2024.

- b) Request for the Village Comptroller to make the following transfers:

FROM:

A131501 510100 Comptroller/ Regular Salaries \$50,000.00

TO:

A131504 545700 Comptroller/Non-Employee Salaries \$50,000.00

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

TO: Robert T. Kennedy

FROM: Anthony N. Dalessio, CPA, Village Comptroller 

DATE: December 6, 2022

RE: Request to Extend Personal Services Agreement
Government Finance services relating to COVID-19 Pandemic

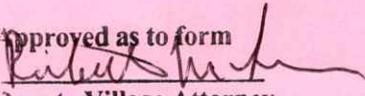
On May 7, 2021, Aaron Klein, independent contractor was awarded a Personal Services Agreement for the period March 1, 2021 to February 28, 2022 to provide the above referenced services.

Located at 761 Daniel Street, Valley Stream, NY 11581, Aaron Klein has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport, in particular government finance with relation to the COVID-19 Pandemic. Aaron Klein has proven to be a reliable vendor.

Under the past contract term, Aaron Klein provided services in assisting the Village in filing documentation with FEMA in relation to seeking reimbursement for the COVID-19 Pandemic. Additional and similar services will be needed for the Village. Account A364004 545700 will be charged.

At this time, I would like to request retroactive approval of the Agreement to begin on March 1, 2022 and expire no later than February 29, 2024 with no increase in the rate per hour of service.

Thank you.

Approved as to form

Deputy Village Attorney

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

WHEREAS, on May 10, 2021, the Board approved a personal services agreement with Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 retroactive from May 1, 2021 through February 28, 2022 at an hourly rate of \$125.00; and

WHEREAS, the Village of Freeport requires the processing of applications and other paperwork for the reimbursement of funds related to the COVID-19 pandemic; and

WHEREAS, Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 possesses those certain skills, knowledge, and expertise of a specialized nature in the field of governmental finance; and

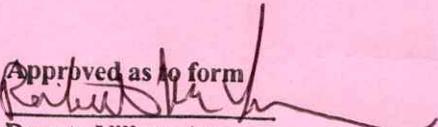
WHEREAS, the services to be performed are professional services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

WHEREAS, funding for this service comes out of account A364004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, Board approve and the Mayor be and is hereby authorized to approve a personal services agreement with Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 retroactive to March 1, 2022 through February 28, 2024, with no increase in the rate per hour of service.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Howard E. Colton, Village Attorney May 11, 2021
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Village of Freeport requires the processing of applications and other paperwork for the reimbursement of funds related to the COVID-19 pandemic; and

WHEREAS, Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 possesses those certain skills, knowledge, and expertise of a specialized nature in the field of governmental finance; and

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

WHEREAS, funding for this service comes out of account A364004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Village Attorney, the Mayor be and is hereby authorized to execute a personal services agreement with Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 retroactive from March 1, 2021 through February 28, 2022 at an hourly rate of \$125.00.

The Clerk polled the Board as follows:

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

cc:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

AARON KLEIN

March 1, 2022 – February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Aaron Klein with offices located at 761 Daniel Street, Valley Stream, New York 11581 (hereinafter referred to as "Klein"):

WITNESSETH:

WHEREAS, Klein, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport from time to time, in particular government finance with relation to the COVID-19 Pandemic;

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2022 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Klein.

3. Compensation.

For all services rendered by Klein under this Agreement, the IVF shall be billed on a monthly basis in \$125.00 per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Klein and submitted to the Village Comptroller for processing.

4. Duties

Klein shall provide the following services to IVF:

Klein shall in coordination with the Mayor of the Village of Freeport or his designated representative prepare applications from any government or municipality or any funding made available due to the COVID 19 epidemic.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability.

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

8. Assignment.

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

9. Notices.

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

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

Aaron Klein
761 Daniel Street
Valley Stream, New York 11581

10. Entire Agreement and Waiver.

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

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Klein hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

AARON KLEIN

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
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:

A 131501 510100 COMPTROLLER – REGULAR SALARIES \$ 50,000.00

TO:

A 131504 545700 COMPTROLLER – NON EMPLOYEE SALARIES \$ 50,000.00

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover non employee salaries for the Village; 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

**INCORPORATED VILLAGE OF FREEPORT
TREASURER'S OFFICE
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy
From: Ismaela M. Hernandez, Village Treasurer
Date: December 9, 2022

RE: Request to Advertise
RFP#23-01-TREA-641
2022 DELINQUENT MUNICIPAL PROPERTY TAX LIENS BULK SALE FOR TREASURER'S OFFICE

Pursuant to the provisions of Section 1452 of the REAL PROPERTY TAX LAW, on December 9, 2022 the 2022 delinquent taxes were sold at public auction. At which time the Village of Freeport held all 2022 delinquent taxes

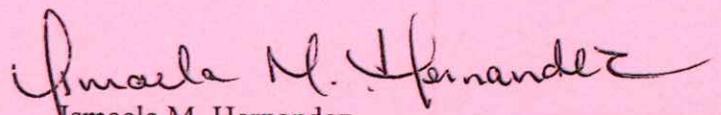
The Village of Freeport is hereby requesting to advertise in the Freeport Herald/Leader and other relevant publications on December 15, 2022 with the specifications available from December 16, 2022 until Friday, January 6, 2023.

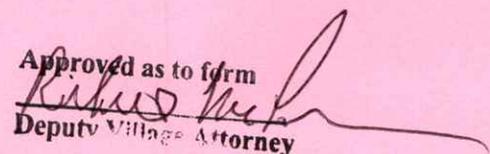
The sale will be conducted as a **bulk sale** transaction with one aggregate bid. The amount due **by the return date of 01/06/2023** to the Village of Freeport is **\$1,834,644.08**.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, and 46 North Ocean Avenue, Freeport, New York, 11520 **or on the Village website, www.freeportny.gov**, from **9:00 a.m. on December 16, 2022**

Completed proposals are to be delivered to Mrs. Kim Weltner, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. **All proposals must be received by 10am Friday, January 6, 2023.**

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


Ismaela M. Hernandez
Village Treasurer

Approved as to form

Deputy Village Attorney

Cc:
Anthony N. Dalessio, CPA, Village Comptroller
Valerie Montes, Deputy Village Treasurer

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

WHEREAS, pursuant to the provisions of Section 1452 of the NEW YORK REAL PROPERTY TAX LAW, on December 9, 2022, the Village of Freeport (Village) conducted a public auction of all delinquent property taxes for the tax year 2022-2023; and

WHEREAS, at said public auction, the Village held all 2022 delinquent property taxes and became the sole lienholder of all 2022 Village of Freeport municipal property tax liens; and

WHEREAS, at this point in time, the Village is requesting proposals from interested parties for the purchase of the unredeemed 2022 Village of Freeport municipal property tax liens; and

WHEREAS, the sale will be conducted as a bulk sale transaction with one aggregate bid; and

WHEREAS, the amount due by the return date of 01/06/2023 to the Village of Freeport is \$1,834,644.08; and

WHEREAS, the Board reserves the right to reject any or all proposals received and subject to these reservations, shall award the contract to the highest responsible bidder; and proposals, which in the opinion of the Board are unbalanced, shall be rejected; and

NOW THEREFORE BE IT RESOLVED, that base upon the recommendation of the Village Treasurer, the Village Clerk be and hereby is authorized to publish a "Request for Proposals for the 2022 Delinquent Municipal Property Tax Liens Bulk Sale" in the Freeport Herald and other relevant publications on December 15, 2022, with the specifications available from December 16, 2022 through January 6, 2023, with a return date of January 6, 2023.

The Clerk polled the Board as follows:

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

Approved as to form
[Signature]
Deputy Village Attorney

**NOTICE OF
REQUEST FOR PROPOSALS
2022 DELINQUENT MUNICIPAL PROPERTY
TAX LIENS BULK SALE
FOR THE
INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

The Incorporated Village of Freeport is hereby requesting proposals from interested parties for the purchase of the 2022 delinquent municipal property tax liens. The amount due to the Village of Freeport as per the date of this notice is **\$1,834,644.08**. The sale will be conducted as a **bulk sale** transaction with one aggregate bid.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, and 46 North Ocean Avenue, Freeport, New York, 11520 **or on the Village website, www.freeportny.gov**, from **9:00 a.m. on Friday, December 16, 2022 until 10:00 a.m. Friday, January 6, 2023**.

Completed proposals are to be delivered to Mrs. Kim Weltner, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. **All proposals must be received by 10:00 a.m. Friday, January 6, 2023.**

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 15, 2022

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

AGENDA

BOARD OF TRUSTEES' MEETING

December 12, 2022

NO PUBLIC COMMENT