

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

- b) Request to advertise a notice to bidders for the “Installation of Playground Safety Surfacing” in the Freeport Herald on July 18, 2024, with a return date of August 6, 2024.
- c) Request that all bids received for the “Woodcleft Canal Drainage Improvement Project” be rejected.

5. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval to enter into a month-to-month lease agreement with Paul Conte Cadillac Inc., 223 East Sunrise Highway, Freeport, New York, in the amount of \$6,800 per month.

6. VILLAGE CLERK – Pamela Walsh Boening

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$13,742.40, to be reimbursed by the property owner, for the following:

123 Atlantic Avenue	\$ 272.00
424 Atlantic Avenue	\$4,430.00
16 Beverly Parkway	\$2,173.00
107 Broadway	\$ 561.00
432 N Brookside Avenue	\$1,364.00
590 Miller Avenue	\$ 388.40
4 Nassau Avenue	\$2,928.00
24 Whaley Street	\$1,626.00

COMMENTS PERMITTED ON AGENDA ITEMS

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: July 11, 2024

RE: Parade & Public Assembly Permit Application
Applicant: Catholic Charities
Dates: August 2, 2024
Time: 10:00 A.M. to 12:00 P.M.

Attached please find a copy of a Parade and Public Assembly Permit Application submitted by Lauren Sondey, on behalf of Catholic Charities, 90 Cherry Lane, Hicksville, New York 11801, to hold a Breastfeeding Awareness Walk on August 2, 2024, between the hours of 10:00 A.M. to 12:00 P.M. The participants will assemble at 333 N. Main Street, using the sidewalk travel south on N. Main Street, west on W. Seaman Avenue, north on N. Long Beach Avenue, east on Craig Avenue, south on N. Main Street, ending at 333 N. Main Street.

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


Pamela Walsh Boening
Village Clerk
Attachments

FREEPORT POLICE DEPARTMENT
PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION

Applicant:

Catholic Charities of WI 90 Cherry Lane Hicksville NY 11801
Name Address Apt City State Zip
516-733-7000
Telephone # Business # Permit Applicant Organization Affiliation

Organization:

Catholic Charities of WI WIC Program 333 N. Main St. Freeport NY 11550
Organization Name Address City State Zip
516-377-0157
Telephone #

cetoute-berardin, marlyse @ catholic charities, cc

Organization Representatives (Other than applicant):

- | | | |
|--|--|---|
| 1) <u>Lauren Sordley</u>
<small>Name</small> | <u>516-377-0157</u>
<small>Contact Phone#</small> | <u>WIC Program Coordinator</u>
<small>Position</small> |
| 2) <u>Marlyse Cetoute-Bernardin</u>
<small>Name</small> | <u>516-377-0157</u>
<small>Contact Phone#</small> | <u>Breastfeeding Coordinator</u>
<small>Position</small> |
| 3) _____
<small>Name</small> | <u>516-705-3645</u>
<small>Contact Phone#</small> | _____
<small>Position</small> |
| 4) _____
<small>Name</small> | _____
<small>Contact Phone#</small> | _____
<small>Position</small> |

Parade/Public Assembly:

Date Requested: 8/2/2024 Assembly Time: 10:00 AM PM
 Starting Time: 10:15 AM PM Finish Time: 12:00 AM PM

2024 JUN 26 P. 2:46

RECEIVED

Route/Public Assembly Location:

We want to assemble at 333 N. Main Street, Freeport NY 11550
Location

The parade will start at 333 N. Main Street Freeport NY 11550 to _____
Location

Head South on N. Main St. to Independence Ave. to _____
Direction/Location

turn Right onto W Seneca Ave turn Right onto N. Long Beach Ave
Direction/Location

Head North on N. Long Beach Ave toward Craig Ave to _____
Direction/Location

turn Right onto Craig Ave Turn Right onto 333 N. Main Street
Direction/Location

*6/27/2024
 verbal space to marlysc -
 Remove Independent enclosure*

Will the parade occupy all or only a portion of the width of the streets proposed to be traversed?

- a) All of the width will be occupied? side walk
 b) Only a portion of the width will be occupied, consisting of _____ lanes.

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

No stand

Participants:

What is the approximate number of:

- a) Persons 50 b) Animals _____ c) Vehicles _____ d) Utility trailer float _____, which will constitute such parade? (Tractor trailer floats are discouraged)

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

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

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

Breast feeding awareness month Banner and Signs

For your Parade/Public Assembly, are any public facilities or equipment to be utilized: _____ Yes No

If yes, please describe and attach all related correspondence or permits that authorize their use.

What is the estimated number of spectators or Public Assembly visitors? 50

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

Lisa M Debourg
Signature

Sworn to before me this 26 day of June, 2024

Lisa M Debourg
NOTARY PUBLIC

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

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

Insurance Requirement Notice: (if required)

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

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

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

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

Contractual Liability coverage or the hold harmless cited below, the wording of which is to be transcribed on your group's letterhead, all portions indicated by parenthesis to be filled in with your group's information, and is to be signed by a representative of the festival sponsor/ride concessionaire and the signature notarized, must be attached.

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

Sign: _____
(Name of representative and company name)

Date: _____

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

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

Affirmation of Understanding and Awareness:

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

Signature of Applicant

Sworn to before me this _____

day of _____ 20 _____

Notary

LETTER HEAD

ROUTE

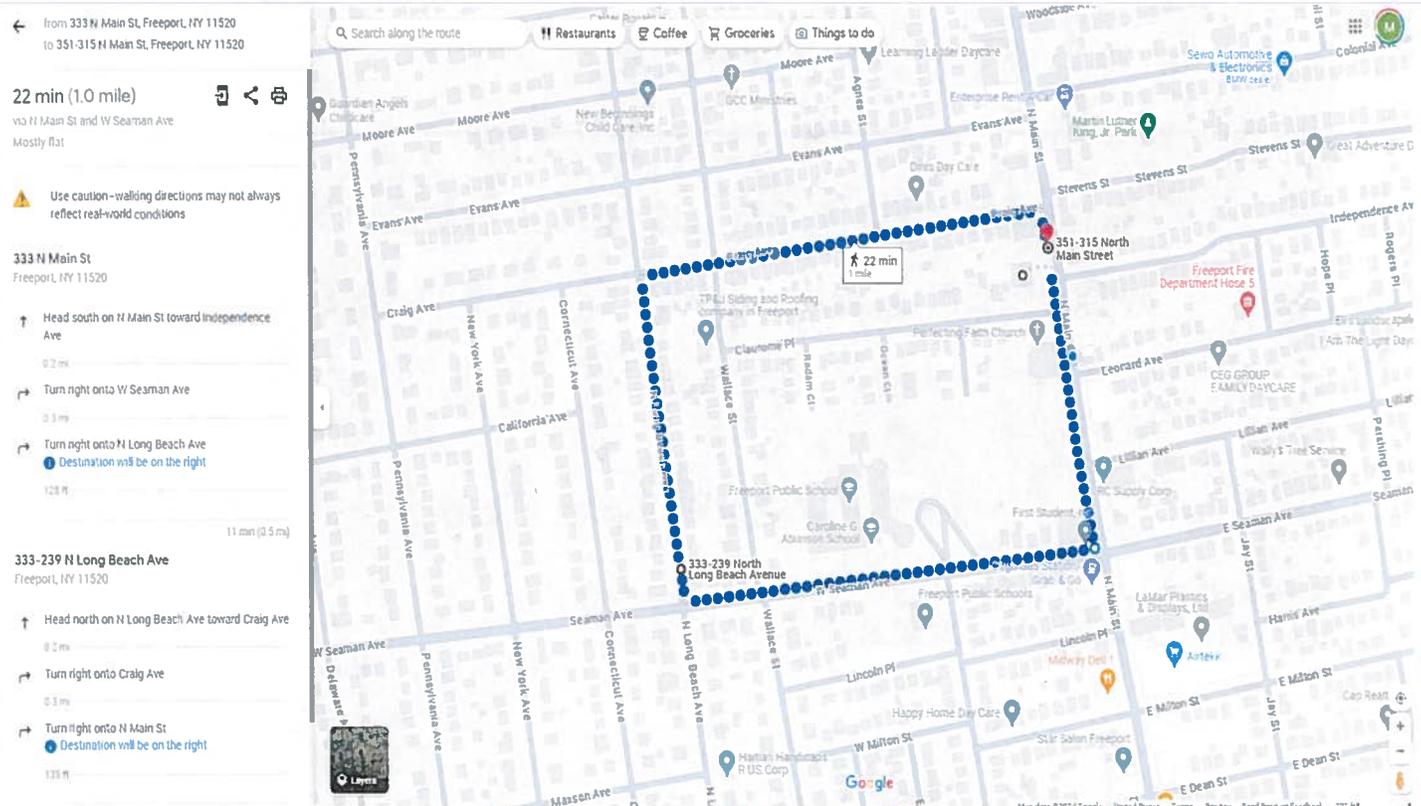
Start Point: WIC Office, 333 N. Main St, Freeport NY 11520

2nd Point : Turn right onto W Seaman Ave

3rd Point: Turn right onto N Long Beach Ave

4th point : Turn right onto Graig Ave

Final point : Turn right onto N. Main Street, WIC office.



It is going to be FUN!

LIGHT REFRESHMENTS WILL BE SERVED

**CATHOLIC CHARITIES OF LONG ISLAND
WIC PROGRAM**

333 N. MAIN ST, FREEPORT 11520





**CATHOLIC CHARITIES OF LONG ISLAND WIC PROGRAM
INVITES YOU!**

**COME WALK WITH US!
IT 'S BREASTFEEDING AWARENESS
MONTH,**

LET'S CELEBRATE!

**BRING YOUR KIDS, FRIENDS, CO-
WORKERS, and FAMILY MEMBERS .**

FRIDAY, AUGUST 2nd 2024: 10:00 AM TO 12:00 PM

IT' S GONNA BE FUN !



**ASSEMBLE AT 333 N. MAIN STREET FREEPORT
(PARKING LOT)**

Pamela Boening

From: Christine Maguire
Sent: Thursday, June 27, 2024 2:33 PM
To: cetoute-bernadin.marlyse@catholiccharities.com
Cc: Conor Kirwan; Pamela Boening
Subject: Catholic Charities Parade - 8/2/24 - insurance

Good afternoon,

I received the application you submitted for the parade on 8/2/24. In order to approve this we will need a copy of your general liability insurance listing the Village of Freeport as an additional insured, described in the application on page four. I attached the application to this email if needed. You can email the insurance when received.

Please let me know if you have any questions.

Regards,

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

Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Catholic Charities

Organization Name

90 Cherry Lane Hicksville New York 11801 516 733-7000
Street City State Zip Tel#

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

Event: National Breast Feeding Awareness Charity Walk

Date: Friday, August 2nd, 2024

Time: 10:15 AM to 12:00 PM

1. Route: The participants will assemble in the parking lot 333 N. Main St. then walk southbound to W. Seaman Ave., then travel westbound to N. Long Beach Ave. thence northbound to Craig Ave. thence travel east on Craig Ave. to N. Main Street then south on N. Main St ending at 333 N. Main St.

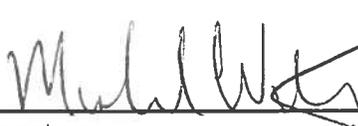
The Participants will utilize the sidewalk and will not be permitted to walk in the roadway/shoulder area, except to cross at intersections.

2. Contacts: Applicant: Lauren Sondey 90 Cherry Lane Hicksville , New York 11801.
Telephone # 516 377-0157 ext 307 Alt. Contact Marlyse Bernardin

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

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

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

Issued by Assistant Chief Michael G. Williams  06/27/2024
Rank Name Signature Date

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

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: June 27th 2024

RE: National Breast Feeding Awareness Charity Walk

Date: August 2nd 2024

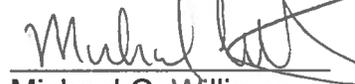
Time: 10:15 AM -12:00 PM

Rain Date: None

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

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

Thank you,



Michael G. Williams
Assistant Chief of Police

RECEIVED
7-2024 JUN 28 A 11:13
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

TO: Pamela Walsh Boening, Village Clerk

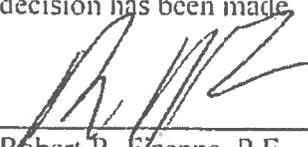
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works

DATE: June 27, 2024

RE: Parade and Public Assembly Permit Application
Applicant: Lauren Sondey / Catholic Charities
Date: Friday, August 2, 2024
Assembly: 10:00 am
Time: 10:00 am – 12:00 noon

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Lauren Sondey on behalf of Catholic Charities to hold a parade promoting National Breast Feeding Month on Friday, August 2, 2024 from 10:00 am to 12:00 noon. The March will assemble at 333 North Main Street, using the sidewalk to travel south on North Main Street, west on West Seaman Avenue, north on North Long Beach Avenue, east on Craig Avenue, south on North Main Street, ending at 333 North Main Street.

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



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

C: Benjamin Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Tuesday, July 9, 2024 5:40 PM
To: Pamela Boening
Subject: RE: 8.2.2024 Catholic Charities

I have reviewed the Parade and Public Assembly Permit application for August 2, 2024 (Rain Date: None)

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

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, July 9, 2024 4:38 PM
To: Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: FW: 8.2.2024

Please send recommendation.

Pamela Walsh Boening
Village Clerk

46 N. Ocean Avenue
Freeport, NY 11520

516-377-2254

Pamela Boening

From: Christine Maguire
Sent: Thursday, June 27, 2024 2:33 PM
To: cetoute-bernadin.marlyse@catholiccharities.com
Cc: Conor Kirwan; Pamela Boening
Subject: Catholic Charities Parade - 8/2/24 - insurance

Good afternoon,

I received the application you submitted for the parade on 8/2/24. In order to approve this we will need a copy of your general liability insurance listing the Village of Freeport as an additional insured, described in the application on page four. I attached the application to this email if needed. You can email the insurance when received.

Please let me know if you have any questions.

Regards,

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

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: July 11, 2024

RE: Block Party Permit

Applicant: Lenny Rodriguez

Date: August 10, 2024

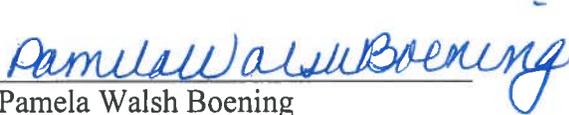
Rain Date: August 17, 2024

Location: Lexington Ave. between Madison Ave. to Park Ave.

Time: 4:00 P.M. to 10:00 P.M.

Attached is a Block Party Permit Application submitted Lenny Rodriguez, 164 Lexington Avenue, to hold a Block Party on August 10, 2024 (rain date: August 17, 2024), on Lexington Avenue from Madison Avenue to Park Avenue, from 4:00 P.M. to 10:00 P.M. Approximately 100 individuals will be attending this event.

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


Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk
Attachments

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

RECEIVED

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

2024 JUN 31 AM 8:45

DATE OF APPLICATION: 7/1/24

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

DESCRIBE EVENT AND PURPOSE: Block Party

DATE OF EVENT: August 10th 2024 RAIN DATE: August 17th 2024

TIME: FROM 4pm TO 10pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Lexington Ave Between Madison and Park

NO. PARTICIPANTS EXPECTED: 100 NO. OF RESIDENCES ON BLOCK: 21 VERIFIED BY AJB

NAME OF CONTACT/ORGANIZATION: Lenny Rodriguez

ADDRESS: 164 Lexington Ave TEL NO. 516-779-8377

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

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

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>Raphael Bowen</u>	<u>173 Lexington Ave</u>	<u>Raphael Bowen</u>
<u>Joaquin Viedma</u>	<u>183 Lexington Ave</u>	<u>Joaquin Viedma</u>
<u>Carmela Rosa</u>	<u>191 Lexington Ave</u>	<u>Carmela Rosa</u>
<u>Malachi Kutray</u>	<u>61 Park Ave</u>	<u>Malachi Kutray</u>
<u>MARIE LAMONTA</u>	<u>202 Lexington Ave</u>	<u>Marie Lamonta</u>
<u>Charles Desmarcti</u>	<u>214 Lexington</u>	<u>Charles Desmarcti</u>
<u>Michael Pelorano</u>	<u>166 Lexington</u>	<u>Michael Pelorano</u>
<u>Jean W Bonhomme</u>	<u>118 Lexington Ave</u>	<u>Jean W Bonhomme</u>

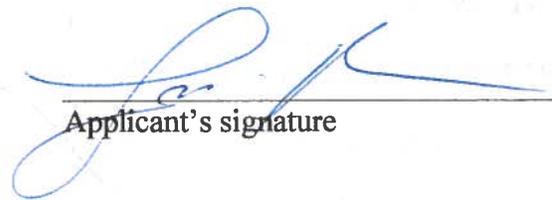
**FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT**

Fees:

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

Affirmation of Understanding and Awareness:

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


Applicant's signature

Sworn to before me this 1

day of July

Pamela Walsh Boening
Notary

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

Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>Nathalie Toro</u>	<u>158 Lexington Ave</u>	<u>Nathalie Toro</u>
<u>Sheridy Rodriguez</u>	<u>42 Madison Avenue</u>	<u>SR</u>
<u>Terrell Fergys</u>	<u>151 Lexington Ave</u>	<u>TF</u>
<u>Hudson Frederic</u>	<u>161 Lexington</u>	<u>Hudson Frederic</u>
<u>Sonelle Davis</u>	<u>157 Lexington</u>	<u>Sonelle Davis</u>
<u>Mujtaba Bukhari</u>	<u>156 Lexington ?</u>	<u>Mujtaba Bukhari</u>
<u>Michelle Rodriguez</u>	<u>114 Lexington</u>	<u>Michelle Rodriguez</u>

Assessors Map

Smart Reporting

Assessors Parcel Search

Customer Number: 171094

Parcel ID: 54 78 228

Billing ID: 171094

Assessors Parcel Search

Property Address: RODRIGUEZ LEONARDO J & 164 LEXINGTON AVE FREEPORT, NY 11520

Mailing Information: RODRIGUEZ LEONARDO J & 164 LEXINGTON AVE FREEPORT NY 11520-3126

Remarks: LOT-GRP-228-229 COUNTY CLS: 210.01

Land Valuation: Last Sale Date: 04/01/2024 Last Sale Value: \$ 0.00 Land Value: \$ 1149.00 Total Value: \$ 4373.00

Structure Valuation: Building Value: 3224.00 Assessment Date: 02/28/2013

Sale History: Sale Date: 05/18/1999 Sale Price: \$ 0.00 Deed Information: 11067, 954

Exempt: Exempt

Assessors Parcel Search

Property Address: CONT, 164 LEXINGTON AVE

In Care of: CONT, 164 LEXINGTON AVE

Tax Parcel ID: High School

Available Reports: Assessors Parcel Assessment Report

Run Report

Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Lenny Rodriguez 164 Lexington Ave.

Freeport New York 11520 516 779-8377
City State Zip Telephone #
Applicant's Name Address

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

Block Party: Lexington Ave. between Park Ave. & Madison Ave.

Date: August 10, 2024

Rain Date: August 17, 2024

Time: 4:00 P.M. to 10:00 P.M.

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by the village noise ordinances. The use of fireworks is strictly prohibited.**
- 2. Use of amplified sound, DJ equipment, etc will cease and desist promptly at 10:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 10:00 P.M. without prompting from police or village officials.**
- 4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Police, Fire and other emergency vehicles. Physical barriers cannot be used to block the roadway. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
- 5. Applicant: Lenny Rodriguez 164 Lexington Ave. Freeport 516-779-8377**

THIS BLOCK PARTY PERMIT MUST BE AVAILABLE TO BE SUBMITTED FOR INSPECTION BY ANY FREEPORT POLICE OFFICER ON THE DATE AND TIMES OF THE EVENT. (PHOTOCOPIES ARE PERMITTED)

THE BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

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

Issued by Assistant Chief Michael G. Williams  07/2/2024
Rank Name Signature Date

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

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

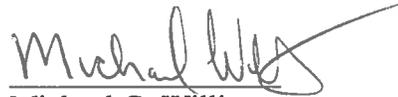
**Michael Smith
Chief of Police**

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Assistant Chief Michael G. Williams
DATE: July 2, 2024
RE: Block Party- Lexington Ave. between Park Ave. & Madison Ave.

After review of the attached Block Party Application, I am informing you that I conditionally approve this request. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. I do not anticipate any police overtime for this event.

Thank you,



Michael G. Williams
Deputy Chief of Police

RECEIVED
2024 JUL -5 A 11: 18
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

TO: Pamela Walsh Boening, Village Clerk
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: July 10, 2024

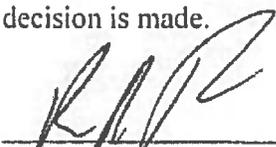
RE: Block Party Application – Lenny Rodriguez

RE: **Block Party Permit Application**

Applicant: Lenny Rodriguez
Date: Saturday, August 10, 2024
Rain Date: Saturday, August 17, 2024
Location: Lexington Avenue between Madison Ave and Park Ave
Time: 4:00 P.M. – 10:00 P.M.

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

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



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Tuesday, July 9, 2024 5:37 PM
To: Pamela Boening
Subject: RE: Block Party 8.10.2024 Lexington Avenue

I have reviewed the Block Party application for August 10, 2024 (Rain Date: August 17, 2024)

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

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Tuesday, July 9, 2024 4:38 PM
To: Raymond Maguire <rmaguire@freeportny.gov>; Robert Fisenne <rfisenne@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>
Subject: FW: Block Party 8.10.2024 Lexington Avenue

Please send recommendation.

Pamela Walsh Boening
Village Clerk

46 N. Ocean Avenue
Freeport, NY 11520

516-377-2254

From: Pamela Boening
Sent: Tuesday, July 2, 2024 12:49 PM

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Megan Martinez-Ewald, Deputy Village Assessor
DATE: June 27, 2024
RE: Remove Exemptions from 2024/2025 Final Assessment Roll

Permission is requested for the Assessor to remove from 2024/2025 Final Assessment Roll exemptions related to Veteran and Volunteer Firefighter Owned Properties. The removal of assessed value exemptions is due to a transfer of title of the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62-227-35	285 Branch Ave	41661 – Volunteer Firefighter and Ambulance workers	2024-- 675	Sold Property 06/26/2024
62-102-276	576 Guy Lombardo Avenue	41121- Veterans	2024 – 468	Sold Property 06/21/2024

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2024/2025 corrected property tax bill.

Megan Martinez Ewald.

Megan Martinez-Ewald
Deputy Village Assessor
Cc: Vilma 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 2024/2025 Final Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62-227-35	285 Branch Ave	41661 – Volunteer Firefighter and Ambulance workers	2024-- 675	Sold Property 06/26/2024
62-102-276	576 Guy Lombardo Avenue	41121- Veterans	2024 – 468	Sold Property 06/21/2024

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemption be removed from the 2024/2025 Final Assessment Roll as listed above; and

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

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2024/2025 Final Assessment Roll and that the 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-DEPARTMENT CORRESPONDENCE

Date: June 27, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: 4F Roof Bushing/Spade Paddle Replacement

The Electric Department has been investigating a moisture issue in the 4F-110 cubicle. The moisture has resulted in excessive corrosion, burning insulation, tracking, and evidence of arcing on and around the roof bushing connections for two phases. Given that the corrosion only occurred on two of the phases, we believe that some internal seal or gasket on those bushings has failed and is now allowing moisture into the cell. These bushings are critical and they should be replaced as soon as possible otherwise we risk a catastrophic failure occurring that could result in damage to other equipment and/or a Village-wide blackout.

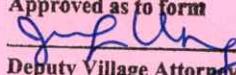
The original bushing manufacturer, Porcelain Products, no longer exists and the successor company no longer manufactures bushings. However, we found a company – Electrical Products, 4327 Kencrest Drive, Syracuse, NY 13215 - that makes an equivalent part that the Electric Department is able to install with minimal work. The cost for three replacement bushings is \$13,875.00. Additionally, we need to replace the bronze paddle that connects the bushing studs to the bus work as the existing ones are seized on the bushings. Kennalloy Foundry Manufacturing Co., 9735 Gravois Road, St. Louis, MO 63123 is the original manufacturer of the paddles and due to the highly specific and specialized requirements of the part, this company is the only suitable vendor. The cost for the 3 paddles is \$2,175.00. The total cost for 3 bushings and 3 paddles is \$16,050.00.

Given the highly specific requirements of these components there are no other vendors. However, we did get pricing on an alternative option through the switchgear manufacturer. This proposal involved a bushing that was significantly smaller and would have required extensive modifications to the bus and switchgear roof. The total cost was \$38,600.00.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve the emergency authorization for the purchase of 3 roof bushings from Electrical Products, 4327 Kencrest Drive, Syracuse, NY 13215 for a cost of \$13,875.00; and for 3 spade paddles from Kennalloy Foundry Manufacturing Co., 9735 Gravois Road, St. Louis, MO 63123 for a cost of \$2,175.00; for a total cost of \$16,050.00. The cost of these purchases will be charged to Bond Class 354 – Electrical System Improvements. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this purchase. There are sufficient funds available for this expense.



Eric Rosmarin
Superintendent of Electric Utilities

Approved as to form

Deputy Village Attorney

ER:db

Cc Howard Colton, Village Attorney
Taylor D'Orta, Buyer
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Alvin McDaniel, Comptroller

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

WHEREAS, the Electric Department has been investigating a moisture issue in the 4F-110 cubicle; and

WHEREAS, the moisture has resulted in excessive corrosion, burning insulation, tracking, and evidence of arcing on and around the roof bushing connections for two phases; and

WHEREAS, these bushings are critical and they should be replaced as soon as possible; otherwise, we risk a catastrophic failure occurring that could result in damage to other equipment and/or a Village-wide blackout; and

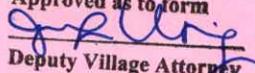
WHEREAS, the Superintendent of Electric is requesting the Board to retroactively approve the emergency purchase for three (3) roof bushings from Electrical Products, 4327 Kencrest Drive, Syracuse, NY 13215, for a cost of \$13,875.00; and

WHEREAS, the cost of these purchases will be charged to E110000 WO #2493, Bond Class 354 – Electrical System Improvements; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approves, and the Mayor be and hereby is authorized to sign any documentation necessary to retroactively approve the emergency purchase for three (3) roof bushings from Electrical Products, 4327 Kencrest Drive, Syracuse, NY 13215, for a cost of \$13,875.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Nicholas Nugent

From: kris episupply.com <kris@episupply.com>
Sent: Wednesday, June 12, 2024 3:37 PM
To: Keith Muchnick; Ted Forker; Nicholas Nugent
Subject: (External E-mail)Quote Part No. 36298 Info/Replacement
Attachments: 354157.pdf

At your request, we are pleased to provide the following quote:

Qty 3, Part Number 354157 are \$4,625.00 each
Qty 6, Part Number 354157 are \$4,450.00 each
Lead time: Currently 8 to 10 weeks ARO
Lead times are subject to material availability at time of order entry.

Please review the attached drawing carefully to ensure it meets your needs.

Terms: Net 30 days.
FOB factory, freight allowed for one shipment to one destination via an enclosed type truck.

Visa & MasterCard accepted for payment.

Quote valid for 30 days.

Please address Purchase Orders as follows:

Electrical Products
4327 Kencrest Drive
Syracuse, NY 13215
315-673-1797
Kris@episupply.com

Thank you.

Kristie Penwarden

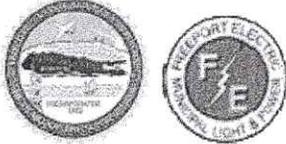
Electrical Products, Inc.
315-673-1797
Cell 315-935-5175
Kris@episupply.com

From: Keith Muchnick <kmuchnick@freeportelectric.com>
Sent: Wednesday, June 5, 2024 7:11 AM
To: Kristie Penwarden <kpenwarden@ecisales.com>; Nicholas Nugent <nnugent@freeportelectric.com>; Ted Forker <tforker@freeportelectric.com>
Subject: RE: (External E-mail)RE: (External E-mail)RE: Part No. 36298 Info/Replacement

Keith Muchnick
Superintendent Of Power Plants | Freeport Electric
Office 516.377.2279
Direct 516 242 7883 | kmuchnick@freeportelectric.com

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From: Kristie Penwarden <kpenwarden@ecisales.com>

Sent: Tuesday, June 4, 2024 9:47 AM

To: Nicholas Nugent <nnugent@freeportelectric.com>; Keith Muchnick <kmuchnick@freeportelectric.com>; Ted Forker <tforker@freeportelectric.com>

Subject: (External E-mail)RE: (External E-mail)RE: Part No. 36298 Info/Replacement

The Porcelain Products catalog page is exactly what I need.

How many of these bushings are needed?

Thank you.

Kristie Penwarden
ElectriComm, Inc.
315-673-4343
KPenwarden@ecisales.com
www.ElectriCommInc.com

Electricomm: celebrating over 25 years of service.

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From: Nicholas Nugent <nnugent@freeportelectric.com>

Sent: Tuesday, June 4, 2024 9:44 AM

To: Kristie Penwarden <kpenwarden@ecisales.com>; Keith Muchnick <kmuchnick@freeportelectric.com>; Ted Forker <tforker@freeportelectric.com>

Subject: RE: (External E-mail)RE: Part No. 36298 Info/Replacement

Thank you Christie!

I've attached some drawings of the bushings, let me know if there is anything else you are looking for.

Keith/Ted can you send some photos of the bushings if possible.

Thanks,

Nick Nugent
Electrical Engineer



Nnugent@freeportelectric.com
516-377-2204 Fax--516-377-2359

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From: Kristie Penwarden <kpenwarden@ecisales.com>
Sent: Tuesday, June 4, 2024 9:28 AM
To: Nicholas Nugent <nnugent@freeportelectric.com>
Subject: (External E-mail)RE: Part No. 36298 Info/Replacement

Good Morning,

Your inquiry has been passed along to me. I believe I can help you.

Please provide photos of the bushing you are discussing below. A copy of the switch drawing with the bushings identified would help also.

Thank you.

Kristie Penwarden
ElectriComm, Inc.
315-673-4343
KPenwarden@ecisales.com
www.ElectriCommInc.com

Electricomm: celebrating over 25 years of service.

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From: Nicholas Nugent <nnugent@freeportelectric.com>
Sent: Friday, May 31, 2024 12:52 PM
To: CustomerService.USA <customerservice.USA@ppcinsulators.com>
Subject: Part No. 36298 Info/Replacement

Hello,

We have Porcelain Products P/N 36298 power bushings installed at one of switchgear from ~1996. We believe that

moisture may be leaking thru one or more of the bushings in one cell. I believe PPC is the successor company to Porcelian Products so I wanted to see if you guys had any information on that part no. More specifically:

- Is that Part still manufactured?
- If not are there any recommended replacements?
- Do you have any information/documents/guidance on addressing a possible leak? Such as a maintenance or tightening procedure.

Please let me know if your able to help!

Thanks and have a great weekend!
Nick Nugent
Electrical Engineer



Nnugent@freeportelectric.com
516-377-2204 Fax--516-377-2359

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Disclaimer

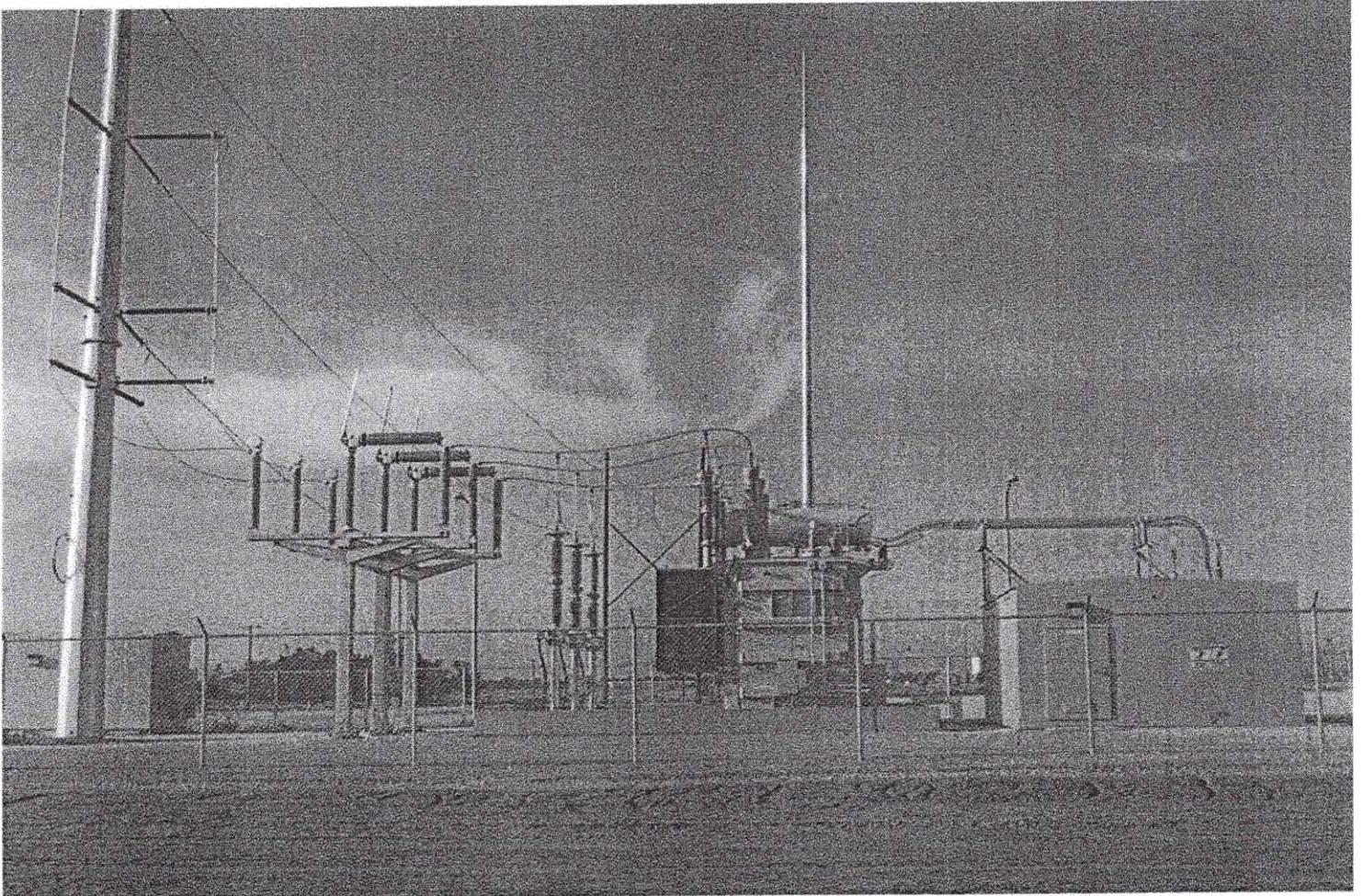
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For more information please visit <http://www.symanteccloud.com>

Ref No: 24-05
Date: 6/17/2024

PROPOSAL



Village of Freeport

For 1995 Unit C4894 Mass Electric Village of Freeport
Measurement Trip and Replacement Bushing Materials

Prepared by:

Charles Swartz

Avail Switchgear Systems – Med. Voltage Switchgear

Phone: 573.592.1254

Email: Charles.Swartz@availinfra.com



6/17/2024

Village of Freeport
Keith Muchnick, Superintendent of Power Plants
kmuchnick@freeportelectric.com
(516) 242-7883

Ref: Avail Switchgear Systems Proposal No. 24-05

In accordance with our interpretation of your plans and specifications, we are pleased to offer our proposal for the following equipment and services:

Item 1: 1995 Unit C4894 Mass Electric Village of Freeport
Measurement Trip and Replacement Bushing Materials

The equipment we propose to supply will be designed, constructed, and tested in accordance with your inquiry and the documents, which you have provided.

You will find additional attachments enclosed that supplement the information contained in our proposal. These include any information which you have specifically requested be included with our proposal and are identified at the end of this cover letter. Except for any comments contained in our proposal (or its attachments) that may be at variance with your requirements, our proposal is in strict accordance with your inquiry and specifications.

Upon your receipt and review of this proposal, we request the opportunity to meet with you to discuss the merits of what we have offered and how we intend to meet your requirements. Please accept our invitation to visit Avail Switchgear System's headquarters in Fulton, Missouri for a complete review of our engineering, manufacturing, and testing capabilities.

If you have any questions concerning this proposal or require further information, please contact your local Avail Switchgear Systems representative below:

Matt Felski
GSA Tech
(631) 244-5744
Email: mfelski@gsatech.com

Sincerely,



Avail
Charles Swartz
Sales Engineer

Attachments: Pricing Summary
Delivery Lead-time
Commercial Section

PRICING SUMMARY

Avail Switchgear Systems Proposal No. 24-05

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price Each</u>
1	1	Measurement/Match-Up Trip Define Scope and Installation Process	\$20,000
2	1	Material Estimated Copper Bus Bars Alternative Replacement Bushing Freight to Ship Material	\$18,600

Additional Items

1-Year Warranty Included in Sales Price

Measurement/Match-Up to be determined and mutually agreed upon after receipt of purchase order. Outage in the main cubicle will be required. After Measurement/Match-Up trip, delivery could be made in 8 weeks.

Freight is Prepaid and Allowed included in the Sales Price.

Village of Freeport responsible for unloading and installation

Payment Terms Net 30

Price and Leadtime Valid for a purchase order by 8/30/2024

Avail Switchgear Systems Project Schedule

Delivery Times

Milestone

Weeks after Receipt of Purchase Order

Measurement/Match-Up Trip

TBD after Receipt of Order

Delivery of Material

8 Weeks After Measurement Trip

Payment terms are net 30 days from date of invoice, net 100%

COMMERCIAL SECTION

Avail Switchgear Systems Proposal No. 24-05

1. Please see the attached terms and conditions.
2. Resulting orders shall be addressed as follows:

Avail Switchgear Systems
7911 Old US Hwy 54
Fulton, MO 65251
3. Our warranty covers a period of twelve (12) months from date of delivery. No in-and-out charges nor consequential damages are covered. Avail indemnifies for our gross negligence and willful misconduct only, throughout the warranty period. Indemnification is capped for the amount of the purchase order only.
4. No sales taxes, use taxes, duties or other fees, unless otherwise noted, are included in the prices quoted. Consequently, in addition to the purchase price, the amount of any present or future taxes, duties or fees must be paid by the purchaser.
5. Should the Purchaser request that Avail delay shipment, once manufacturing and testing are completed, Avail will store such equipment, subject to the following conditions:
 - a. Upon completion, the Purchaser will allow Avail to issue an invoice for the equipment and process said invoice, within the payment terms of the purchase order, as if the equipment had actually shipped.
 - b. Purchaser agrees to assume title and ownership of the equipment on the date the invoice is issued.
 - c. Purchaser agrees to pay Avail applicable handling and storage fees until time of shipment. If shipment is delayed for more than three months, an additional fee will be assessed for inspection and cleaning of the equipment prior to shipment.
 - d. Purchaser agrees to accept and sign a Bill & Hold Agreement that includes items a) through c) above.
6. Changes in scope of supply or delays caused by the Purchaser may also affect the project shipping schedule. Should it become necessary to reschedule due to a Purchaser-caused delay, Avail will make every effort to reschedule the job into the first available opening in our shop schedule which best meets the Purchaser's needs.

7. Our proposal price includes FOB Destination, with motor freight prepaid and allowed to the first designated delivery point. It will be the Buyer's sole responsibility to guarantee that field conditions are adequate to permit unobstructed motor freight access to the first designated delivery point. If unforeseen field conditions, or errors or omissions in the information supplied to Seller, with or without the Seller's aid, require additional handling and equipment to proceed to the first designated delivery point, the resulting additional costs will be assumed and paid by the Buyer. Should a Bill & Hold Agreement become necessary, as outlined in item 4 above, the terms will become FOB Factory with motor freight prepaid and added at actual cost.
8. Buyer acknowledges and agrees with the issue of a Purchase Order, that Avail shall not be liable in any way for delay in delivery of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the buyer, buyer's failure to have the site ready, or any other event beyond Avail's reasonable control and that Avail shall be excused, discharged, and released of performance to the extent such performance is limited or prevented without liability for damages of any kind. Buyer also acknowledges any force majeure demur charges shall be the responsibility of the Buyer.
9. This proposal is valid until 8/30/2024
10. In no event, shall SELLER its contractors, and suppliers of any tier be liable in contract, in tort (including negligence or strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the BUYER, or for any special, indirect, incidental, or consequential damages whatsoever. Consequential damages for purposes hereof shall include without limitation, loss of income or profit, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property. BUYER shall indemnify seller against all liability, cost, or expense which may be sustained by SELLER on account of any such loss, damage or injury.
11. Avail is a diverse manufacturer with several facilities focused solely on supplying custom electrical equipment. Avail may elect to utilize additional Avail facilities for manufacturing.

Cancellation Policy

An order or a contract may be cancelled by the purchaser only upon written notice and upon payment to the Company of reasonable and proper cancellation charges. The expenses to be covered by these charges would include any unrecoverable cost incurred by Avail, incorporated. In addition, a one-time charge will be made to compensate for lost profits, disruptions in scheduling, planned production and other indirect costs. It is recognized that it is impossible to determine exactly these indirect costs. As such, it is agreed that the one-time charge is acceptable and proper. Total cancellation charges will be calculated using the following cancellation schedule:

Cancellation Schedule:

- \$1,000 - Order received and entered into system, work not started
- 10% - Upon release for Engineering
- 15% - Mechanical drawings submitted for review
- 25% - Electrical drawings submitted for review
- 65% - Approval of Bill of Material and Release to Purchase
- 100% - Release for manufacturing

The percent values listed above represent a percentage of the total contract value.

Cancellation costs will be due and payable within thirty days (30) of submittal of a proper invoice for such costs. Any amounts not paid within thirty days will be subject to late charges of one percent (1%) per month for each fraction of a month that payment is received late at Avail, incorporated.



Kenalloy Foundry

9735 Gravois Rd.
St. Louis, MO 63123
Phone: 314-544-1707
Fax: 314-544-1420

Quotation

Customer:
Freeport Electric

Vendor:
Kenalloy Foundry Mfg. Co.
9735 Gravois Rd
St. Louis, MO. 63123

Date :

Part #	Description	Quantity	Price	Total
0880-3	6 HL Spade 3-12 Ship date 2-3 Weeks	3	\$725	\$ 2,175

Quoted prices are valid for one week

All orders will be subject to Price in Effect. Due to current fluctuations in costs, we reserve the right to increase or decrease price at the time of shipment.

Any questions or comments please contact us at (314)544-1707 or kenalloy@aol.com

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

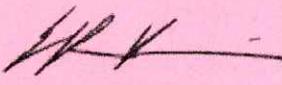
Date: June 27, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: 4F Roof Bushing/Spade Paddle Replacement

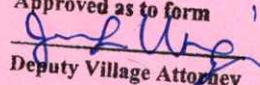
The Electric Department has been investigating a moisture issue in the 4F-110 cubicle. The moisture has resulted in excessive corrosion, burning insulation, tracking, and evidence of arcing on and around the roof bushing connections for two phases. Given that the corrosion only occurred on two of the phases, we believe that some internal seal or gasket on those bushings has failed and is now allowing moisture into the cell. These bushings are critical and they should be replaced as soon as possible otherwise we risk a catastrophic failure occurring that could result in damage to other equipment and/or a Village-wide blackout.

The original bushing manufacturer, Porcelain Products, no longer exists and the successor company no longer manufactures bushings. However, we found a company – Electrical Products, 4327 Kencrest Drive, Syracuse, NY 13215 - that makes an equivalent part that the Electric Department is able to install with minimal work. The cost for three replacement bushings is \$13,875.00. Additionally, we need to replace the bronze paddle that connects the bushing studs to the bus work as the existing ones are seized on the bushings. Kennalloy Foundry Manufacturing Co., 9735 Gravois Road, St. Louis, MO 63123 is the original manufacturer of the paddles and due to the highly specific and specialized requirements of the part, this company is the only suitable vendor. The cost for the 3 paddles is \$2,175.00. The total cost for 3 bushings and 3 paddles is \$16,050.00.

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Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve the emergency authorization for the purchase of 3 roof bushings from Electrical Products, 4327 Kencrest Drive, Syracuse, NY 13215 for a cost of \$13,875.00; and for 3 spade paddles from Kennalloy Foundry Manufacturing Co., 9735 Gravois Road, St. Louis, MO 63123 for a cost of \$2,175.00; for a total cost of \$16,050.00. The cost of these purchases will be charged to Bond Class 354 – Electrical System Improvements. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this purchase. There are sufficient funds available for this expense.


Eric Rosmarin
Superintendent of Electric Utilities

Approved as to form 1

Deputy Village Attorney

ER:db

Cc Howard Colton, Village Attorney
Taylor D'Orta, Buyer
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Alvin McDaniel, Comptroller

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

WHEREAS, the Electric Department has been investigating a moisture issue in the 4F-110 cubicle; and

WHEREAS, the moisture has resulted in excessive corrosion, burning insulation, tracking, and evidence of arcing on and around the roof bushing connections for two phases; and

WHEREAS, these bushings are critical and they should be replaced as soon as possible; otherwise, we risk a catastrophic failure occurring that could result in damage to other equipment and/or a Village-wide blackout; and

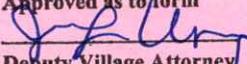
WHEREAS, the Superintendent of Electric is requesting the Board to retroactively approve the emergency purchase for three (3) spade paddles (which connect the bushing studs to the bus work) from Kennalloy Foundry Manufacturing Co., 9735 Gravois Road, St. Louis, MO 63123, for a cost of \$2,175.00; and

WHEREAS, the cost of these purchases will be charged to E110000 WO #2493, Bond Class 354 – Electrical System Improvements; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approves, and the Mayor be and hereby is authorized to sign any documentation necessary to retroactively approve the emergency purchase for three (3) spade paddles from Kennalloy Foundry Manufacturing Co., 9735 Gravois Road, St. Louis, MO 63123, for a cost of \$2,175.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Nicholas Nugent

From: kris episupply.com <kris@episupply.com>
Sent: Wednesday, June 12, 2024 3:37 PM
To: Keith Muchnick; Ted Forker; Nicholas Nugent
Subject: (External E-mail)Quote Part No. 36298 Info/Replacement
Attachments: 354157.pdf

At your request, we are pleased to provide the following quote:

Qty 3, Part Number 354157 are \$4,625.00 each
Qty 6, Part Number 354157 are \$4,450.00 each
Lead time: Currently 8 to 10 weeks ARO
Lead times are subject to material availability at time of order entry.

Please review the attached drawing carefully to ensure it meets your needs.

Terms: Net 30 days.
FOB factory, freight allowed for one shipment to one destination via an enclosed type truck.

Visa & MasterCard accepted for payment.

Quote valid for 30 days.

Please address Purchase Orders as follows:

Electrical Products
4327 Kencrest Drive
Syracuse, NY 13215
315-673-1797
Kris@episupply.com

Thank you.

Kristie Penwarden

Electrical Products, Inc.
315-673-1797
Cell 315-935-5175
Kris@episupply.com

From: Keith Muchnick <kmuchnick@freeportelectric.com>
Sent: Wednesday, June 5, 2024 7:11 AM
To: Kristie Penwarden <kpenwarden@ecisales.com>; Nicholas Nugent <nnugent@freeportelectric.com>; Ted Forker <tforker@freeportelectric.com>
Subject: RE: (External E-mail)RE: (External E-mail)RE: Part No. 36298 Info/Replacement

Keith Muchnick

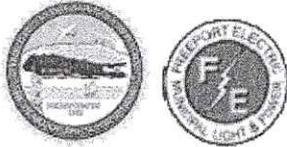
Superintendent Of Power Plants | Freeport Electric

Office 516.377.2279

Direct 516 242 7883 | kmuchnick@freeportelectric.com

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 Please consider the environment before printing this email.



From: Kristie Penwarden <kpenwarden@ecisales.com>

Sent: Tuesday, June 4, 2024 9:47 AM

To: Nicholas Nugent <nnugent@freeportelectric.com>; Keith Muchnick <kmuchnick@freeportelectric.com>; Ted Forker <tforker@freeportelectric.com>

Subject: (External E-mail)RE: (External E-mail)RE: Part No. 36298 Info/Replacement

The Porcelain Products catalog page is exactly what I need.

How many of these bushings are needed?

Thank you.

Kristie Penwarden

ElectriComm, Inc.

315-673-4343

KPenwarden@ecisales.com

www.ElectriCommInc.com

Electricomm: celebrating over 25 years of service.

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From: Nicholas Nugent <nnugent@freeportelectric.com>

Sent: Tuesday, June 4, 2024 9:44 AM

To: Kristie Penwarden <kpenwarden@ecisales.com>; Keith Muchnick <kmuchnick@freeportelectric.com>; Ted Forker <tforker@freeportelectric.com>

Subject: RE: (External E-mail)RE: Part No. 36298 Info/Replacement

Thank you Christie!

I've attached some drawings of the bushings, let me know if there is anything else you are looking for.

Keith/Ted can you send some photos of the bushings if possible.

Thanks,

Nick Nugent
Electrical Engineer



Nnugent@freeportelectric.com
516-377-2204 Fax--516-377-2359

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From: Kristie Penwarden <kpenwarden@ecisales.com>
Sent: Tuesday, June 4, 2024 9:28 AM
To: Nicholas Nugent <nnugent@freeportelectric.com>
Subject: (External E-mail)RE: Part No. 36298 Info/Replacement

Good Morning,

Your inquiry has been passed along to me. I believe I can help you.

Please provide photos of the bushing you are discussing below. A copy of the switch drawing with the bushings identified would help also.

Thank you.

Kristie Penwarden
ElectriComm, Inc.
315-673-4343
KPenwarden@ecisales.com
www.ElectriCommInc.com

Electricomm: celebrating over 25 years of service.

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From: Nicholas Nugent <nnugent@freeportelectric.com>
Sent: Friday, May 31, 2024 12:52 PM
To: CustomerService.USA <customerservice.USA@ppcinsulators.com>
Subject: Part No. 36298 Info/Replacement

Hello,

We have Porcelain Products P/N 36298 power bushings installed at one of switchgear from ~1996. We believe that

moisture may be leaking thru one or more of the bushings in one cell. I believe PPC is the successor company to Porcelian Products so I wanted to see if you guys had any information on that part no. More specifically:

- Is that Part still manufactured?
- If not are there any recommended replacements?
- Do you have any information/documents/guidance on addressing a possible leak? Such as a maintenance or tightening procedure.

Please let me know if your able to help!

Thanks and have a great weekend!
Nick Nugent
Electrical Engineer



Nnugent@freeportelectric.com
516-377-2204 Fax--516-377-2359

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Disclaimer

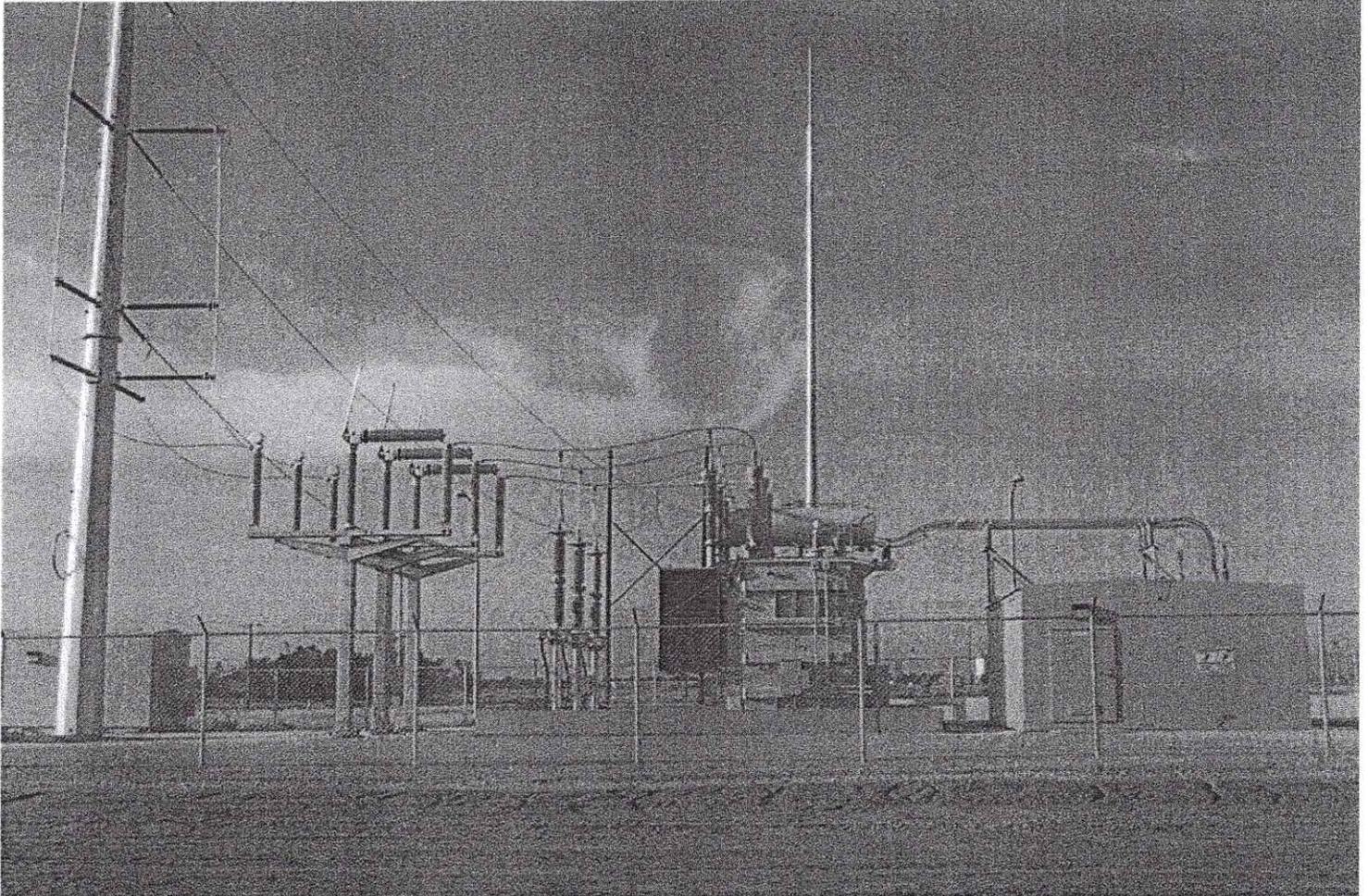
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Ref No: 24-05
Date: 6/17/2024

PROPOSAL



Village of Freeport

For 1995 Unit C4894 Mass Electric Village of Freeport
Measurement Trip and Replacement Bushing Materials

Prepared by:

Charles Swartz

Avail Switchgear Systems – Med. Voltage Switchgear

Phone: 573.592.1254

Email: Charles.Swartz@availinfra.com

**AVAIL**TM
Switchgear Systems

6/17/2024

Village of Freeport
Keith Muchnick, Superintendent of Power Plants
kmuchnick@freeportelectric.com
(516) 242-7883

Ref: Avail Switchgear Systems Proposal No. 24-05

In accordance with our interpretation of your plans and specifications, we are pleased to offer our proposal for the following equipment and services:

Item 1: 1995 Unit C4894 Mass Electric Village of Freeport
Measurement Trip and Replacement Bushing Materials

The equipment we propose to supply will be designed, constructed, and tested in accordance with your inquiry and the documents, which you have provided.

You will find additional attachments enclosed that supplement the information contained in our proposal. These include any information which you have specifically requested be included with our proposal and are identified at the end of this cover letter. Except for any comments contained in our proposal (or its attachments) that may be at variance with your requirements, our proposal is in strict accordance with your inquiry and specifications.

Upon your receipt and review of this proposal, we request the opportunity to meet with you to discuss the merits of what we have offered and how we intend to meet your requirements. Please accept our invitation to visit [Avail Switchgear System's headquarters in Fulton, Missouri](#) for a complete review of our engineering, manufacturing, and testing capabilities.

If you have any questions concerning this proposal or require further information, please contact your local Avail Switchgear Systems representative below:

Matt Felski
GSA Tech
(631) 244-5744
Email: mfelski@gsatech.com

Sincerely,



Avail
Charles Swartz
Sales Engineer

Attachments: Pricing Summary
Delivery Lead-time
Commercial Section

PRICING SUMMARY

Avail Switchgear Systems Proposal No. 24-05

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price Each</u>
1	1	Measurement/Match-Up Trip Define Scope and Installation Process	\$20,000
2	1	Material Estimated Copper Bus Bars Alternative Replacement Bushing Freight to Ship Material	\$18,600

Additional Items

1-Year Warranty Included in Sales Price

Measurement/Match-Up to be determined and mutually agreed upon after receipt of purchase order. Outage in the main cubicle will be required. After Measurement/Match-Up trip, delivery could be made in 8 weeks.

Freight is Prepaid and Allowed included in the Sales Price.

Village of Freeport responsible for unloading and installation

Payment Terms Net 30

Price and Leadtime Valid for a purchase order by 8/30/2024

Avail Switchgear Systems Project Schedule

Delivery Times

<u>Milestone</u>	<u>Weeks after Receipt of Purchase Order</u>
Measurement/Match-Up Trip	TBD after Receipt of Order
Delivery of Material	8 Weeks After Measurement Trip

Payment terms are net 30 days from date of invoice, net 100%

COMMERCIAL SECTION

Avail Switchgear Systems Proposal No. 24-05

1. Please see the attached terms and conditions.
2. Resulting orders shall be addressed as follows:

Avail Switchgear Systems
7911 Old US Hwy 54
Fulton, MO 65251
3. Our warranty covers a period of twelve (12) months from date of delivery. No in-and-out charges nor consequential damages are covered. Avail indemnifies for our gross negligence and willful misconduct only, throughout the warranty period. Indemnification is capped for the amount of the purchase order only.
4. No sales taxes, use taxes, duties or other fees, unless otherwise noted, are included in the prices quoted. Consequently, in addition to the purchase price, the amount of any present or future taxes, duties or fees must be paid by the purchaser.
5. Should the Purchaser request that Avail delay shipment, once manufacturing and testing are completed, Avail will store such equipment, subject to the following conditions:
 - a. Upon completion, the Purchaser will allow Avail to issue an invoice for the equipment and process said invoice, within the payment terms of the purchase order, as if the equipment had actually shipped.
 - b. Purchaser agrees to assume title and ownership of the equipment on the date the invoice is issued.
 - c. Purchaser agrees to pay Avail applicable handling and storage fees until time of shipment. If shipment is delayed for more than three months, an additional fee will be assessed for inspection and cleaning of the equipment prior to shipment.
 - d. Purchaser agrees to accept and sign a Bill & Hold Agreement that includes items a) through c) above.
6. Changes in scope of supply or delays caused by the Purchaser may also affect the project shipping schedule. Should it become necessary to reschedule due to a Purchaser-caused delay, Avail will make every effort to reschedule the job into the first available opening in our shop schedule which best meets the Purchaser's needs.

7. Our proposal price includes FOB Destination, with motor freight prepaid and allowed to the first designated delivery point. It will be the Buyer's sole responsibility to guarantee that field conditions are adequate to permit unobstructed motor freight access to the first designated delivery point. If unforeseen field conditions, or errors or omissions in the information supplied to Seller, with or without the Seller's aid, require additional handling and equipment to proceed to the first designated delivery point, the resulting additional costs will be assumed and paid by the Buyer. Should a Bill & Hold Agreement become necessary, as outlined in item 4 above, the terms will become FOB Factory with motor freight prepaid and added at actual cost.
8. Buyer acknowledges and agrees with the issue of a Purchase Order, that Avail shall not be liable in any way for delay in delivery of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the buyer, buyer's failure to have the site ready, or any other event beyond Avail's reasonable control and that Avail shall be excused, discharged, and released of performance to the extent such performance is limited or prevented without liability for damages of any kind. Buyer also acknowledges any force majeure demur charges shall be the responsibility of the Buyer.
9. This proposal is valid until 8/30/2024
10. In no event, shall SELLER its contractors, and suppliers of any tier be liable in contract, in tort (including negligence or strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the BUYER, or for any special, indirect, incidental, or consequential damages whatsoever. Consequential damages for purposes hereof shall include without limitation, loss of income or profit, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property. BUYER shall indemnify seller against all liability, cost, or expense which may be sustained by SELLER on account of any such loss, damage or injury.
11. Avail is a diverse manufacturer with several facilities focused solely on supplying custom electrical equipment. Avail may elect to utilize additional Avail facilities for manufacturing.

Cancellation Policy

An order or a contract may be cancelled by the purchaser only upon written notice and upon payment to the Company of reasonable and proper cancellation charges. The expenses to be covered by these charges would include any unrecoverable cost incurred by Avail, incorporated. In addition, a one-time charge will be made to compensate for lost profits, disruptions in scheduling, planned production and other indirect costs. It is recognized that it is impossible to determine exactly these indirect costs. As such, it is agreed that the one-time charge is acceptable and proper. Total cancellation charges will be calculated using the following cancellation schedule:

Cancellation Schedule:

- \$1,000 - Order received and entered into system, work not started
- 10% - Upon release for Engineering
- 15% - Mechanical drawings submitted for review
- 25% - Electrical drawings submitted for review
- 65% - Approval of Bill of Material and Release to Purchase
- 100% - Release for manufacturing

The percent values listed above represent a percentage of the total contract value.

Cancellation costs will be due and payable within thirty days (30) of submittal of a proper invoice for such costs. Any amounts not paid within thirty days will be subject to late charges of one percent (1%) per month for each fraction of a month that payment is received late at Avail, incorporated.



Kenalloy Foundry

9735 Gravois Rd.
St. Louis, MO 63123
Phone: 314-544-1707
Fax: 314-544-1420

Quotation

Customer:
Freeport Electric

Vendor:
Kenalloy Foundry Mfg. Co.
9735 Gravois Rd
St. Louis, MO. 63123

Date :

Part #	Description	Quantity	Price	Total
0880-3	6 HL Spade 3-12 Ship date 2-3 Weeks	3	\$725	\$ 2,175

Quoted prices are valid for one week

All orders will be subject to Price in Effect. Due to current fluctuations in costs, we reserve the right to increase or decrease price at the time of shipment.

Any questions or comments please contact us at (314)544-1707 or kenalloy@aol.com

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: July 11, 2024

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, 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.

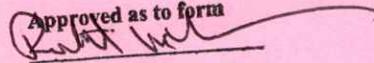
AECOM also serves as agent for Freeport Electric in emissions markets such as EPA's Clean Air Market Program and the Regional Greenhouse Gas Initiative. Attached for your review is a renewal agreement for AECOM Technical Services, Inc., to provide general environmental services to the Inc. Village of Freeport. From March 1, 2023 through February 29, 2024, we expended \$39,766.15 out of the \$45,000.00 allocated for the 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, 2024 to February 28, 2025. There is no cost increase from last year. 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.



Eric Rosmarin
Superintendent of Electric Utilities

ER:ds

Approved as to form

Deputy Village Attorney

Attachments

Cc Howard Colton, Village Attorney
 Taylor D'Orta, Buyer
 Pamela Walsh Boening, Village Clerk
 Peggy Lester, Mayor's Office
 Alvin McDaniel, Comptroller

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, from March 1, 2023 through February 29, 2024, the Village expended \$39,766.15 out of the \$45,000.00 allocated for the contract; and

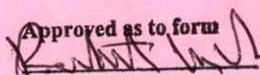
WHEREAS, the cost of AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000.00 (at no increase of cost from last year) retroactively from March 1, 2024 to February 28, 2025; 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 based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and 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, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 16, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 15, 2023:

It was moved by Deputy Mayor Ellerbe, seconded by Trustee Squeri 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, \$35,283.96 was spent on services from AECOM in the 2022/2023 fiscal year; 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, 2023 to February 29, 2024; and

WHEREAS, although hourly rates are increasing by \$15-35 per hour, the total contract cap of \$45,000 will remain the same as the 2022/2023 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

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

performance of general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2023 to February 29, 2024.

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

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

AECOM TECHNICAL SERVICES, INC.

MARCH 1, 2024 – FEBRUARY 28, 2025

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2024, 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, 2024 and shall terminate on February 28, 2025 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.

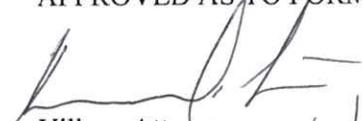
INCORPORATED VILLAGE OF FREEPORT

BY: _____
MAYOR ROBERT T. KENNEDY

AECOM TECHNICAL SERVICES, INC.

Stormwind, Digitally signed by Stormwind, Brian
DN: cn=Stormwind, Brian,
ou=USCHL1,
email=Brian.Stormwind@aecom.com
Date: 2024.04.24 15:15:59 -0400
Brian
BY: _____
**BRIAN STORMWIND,
ASSOCIATE VICE PRESIDENT
ENVIRONMENT**

APPROVED AS TO FORM:


Village Attorney
7/11/2024

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: July 9, 2024

**RE: 2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE
PROPERTIES - REBID**

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

Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This contract provides for the landscaping of the Freeport Recreation Center, Freeport Electric power plants, substations, transformer locations, Freeport Memorial Library, and Water Department well sites. The contract includes spring weekly lawn maintenance, thatching, fertilizing, fall cleanup, planting of flowers at select sites.

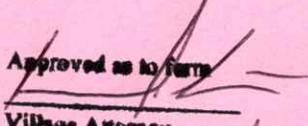
We anticipate that the total annual cost for the contract will be approximately \$74,000.00 and funding for this contract is included in the 2024-25 Fiscal Budget as well as the Electric and Water operating budgets. The contract will begin upon award and end on February 28, 2025, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on **July 18, 2024**. Bid documents will be available from **July 22, 2024** through **August 2, 2024**. Bids will have a returnable date of **August 6, 2024**, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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


Approved as to form

Village Attorney
7/10/2024

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

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

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

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

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

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

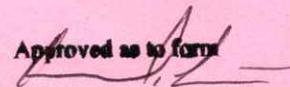
WHEREAS, the anticipate annual cost for the contract will be approximately \$74,000.00; and

WHEREAS, funding for this contract is included in the 2024-25 Fiscal Budget as well as the Electric and Water operating budgets; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid” in the Freeport Herald and other relevant publications of general circulation on July 18, 2024, with bid documents available from July 22, 2024 through August 2, 2024, with a return date of August 6, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney 7/10/2024

NOTICE TO BIDDERS

2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES REBID

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

“2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES”

until 11:00 A.M. on **Tuesday, August 6, 2023** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, July 22, 2024 until 4:30 P.M. Friday, August 2, 2024**. There is no fee for a set of bid documents.

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

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

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

Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date –**July 18, 2024**

**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: July 3, 2024

RE: INSTALLATION OF PLAYGROUND SAFETY SURFACING

Plans and Specifications for the above-referenced project are completed. It is now necessary to advertise for bids. The project calls for the removal of existing safety surfacing and the installation of new playground safety surfacing at the following Village parks:

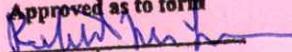
- Cow Meadow Park
- Randall Park
- Waterfront Park
- North East Park
- Glacken Park
- MLK Park

The estimated cost for this project is \$250,000.00. Funding for this project will come from a capital account that was authorized by the Village Board for this project (H719702 522170).

Therefore, it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on July 18, 2024. Bid documents will be available from July 22, 2024 through August 2, 2024. Bids will have a returnable date of August 6, 2024 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Deputy Village Attorney

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

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

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

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

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

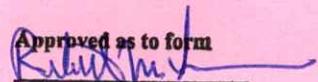
WHEREAS, the estimated cost for this project is \$250,000.00; and

WHEREAS, funding for this project will come from a capital account that was authorized by the Village Board for this project (H719702 522170); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “Installation of Playground Safety Surfacing” in the Freeport Herald and other relevant publications of general circulation on July 18, 2024, with bid documents available from July 22, 2024 through August 2, 2024, with a return date of August 6, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

INSTALLATION OF PLAYGROUND SAFETY SURFACING

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 "**INSTALLATION OF PLAYGROUND SAFETY SURFACING**" until 11:00 A.M. on **Tuesday, August 6, 2023** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, July 22, 2024 until 4:30 P.M. Friday, August 2, 2024**. There is no fee for a set of bid documents.

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

The project calls for the installation of approximately 22,000 square feet of poured in place playground safety surfacing and 6,000 square feet of tile safety surfacing at various parks within the Village of Freeport.

The successful bidder will be required to furnish a Performance Bond, and Labor and Material Bond in the statutory form.

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

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

Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date –**July 18, 2024**

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: June 26, 2024

RE: WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT

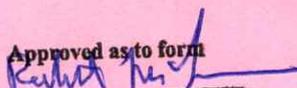
Thirty-five (35) bids were picked up and five (5) bids were received on June 4, 2024 for the referenced project. The project calls for the installation of check valve and pump chambers at four locations on Woodcleft Avenue and one location on Miller Avenue. The Project also calls for the installation of additional drainage pipe in the surrounding area. The installation of the check valve chambers and pump chambers at these locations will reduce the nuisance flooding from tidal waters on these streets.

Bids ranged from a high bid of \$6,433,000.00 to as low bid of \$3,996,500.00. This bid is substantially more than what was previously estimated. The Village is investigating alternate options for the installation of the drainage improvements.

Accordingly, it is recommended that the Board reject all the bids received on June 4, 2024 for the **“WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT”**



Robert R. Fisenne, P.E.

Approved as to form

Deputy Village Attorney

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

WHEREAS, thirty-five (35) bids were picked up and five (5) bids were received on June 4, 2024 for the “Woodcleft Canal Drainage Improvement Project”; and

WHEREAS, the project calls for the installation of check valve and pump chambers at four locations on Woodcleft Avenue and one location on Miller Avenue; and also for the installation of additional drainage pipe in the surrounding area; and

WHEREAS, the bids ranged from a high bid of \$6,433,000.00 to a low bid of \$3,996,500.00; and

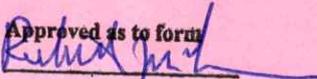
WHEREAS, this bid is substantially more than what was previously estimated; the Village is investigating alternate options for the installation of the drainage improvements; and

WHEREAS, the Superintendent of Public Works is requesting to reject all bids; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the bids received on June 4, 2024, for “Woodcleft Canal Drainage Improvement Project”, be rejected.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT:
2024 WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT

BID DATE: JUNE 4, 2024

ITEM NO.	DESCRIPTION	UNITS	THOMAS NOVELLI CONTRACTING CORP		GALVIN BROS & MADHUE CONTRACTING JV		
			BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1.1	MOBILIZATION	LS	1	\$ 190,000.00	\$ 190,000.00	\$ 197,000.00	\$ 197,000.00
1.2	INSURANCE, BONDS, PERMITS, ETC.	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 320,000.00	\$ 320,000.00
1.3	EASEMENT AND R.O.W. SURVEY	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 39,500.00	\$ 39,500.00
1.4	LAYOUT SURVEY	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 58,700.00	\$ 58,700.00
1.5	UTILITY MARKOUT	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 30,000.00	\$ 30,000.00
1.6	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 152,652.00	\$ 152,652.00
1.7	TEMPORARY FENCING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 61,400.00	\$ 61,400.00
1.8	INSURANCE, BONDS, PERMITS, ETC.	ALLOWANCE	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2.1	TEMP SUPPORT OF EXCAVATIONS DESIGN SERVICES	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
2.2	TEMPORARY SHEETING AND SHORING	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 81,200.00	\$ 81,200.00
2.3	DEWATERING	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 141,350.00	\$ 141,350.00
2.4	EXCAVATE SOIL, REMOVE AND DISPOSE AT PUMPING STATIONS	CY	350	\$ 100.00	\$ 35,000.00	\$ 134.00	\$ 46,900.00
2.5	EXCAVATE SOIL, REUSE ON SITE AT PUMPING STATIONS	CY	100	\$ 50.00	\$ 5,000.00	\$ 30.00	\$ 3,000.00
2.6	EROSION AND SEDIMENT CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 23,000.00	\$ 23,000.00
3.1	SAW CUTTING	LF	4,500	\$ 5.00	\$ 22,500.00	\$ 1.00	\$ 4,500.00
3.2	REMOVE SIDEWALK	SY	380	\$ 10.00	\$ 3,800.00	\$ 40.00	\$ 15,200.00
3.3	REMOVE CURB	LF	450	\$ 10.00	\$ 4,500.00	\$ 20.00	\$ 9,000.00
3.4	REMOVE DRAINAGE OUTFALL STRUCTURE	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 3,083.00	\$ 6,166.00
3.5	REMOVE CATCH BASIN OR MANHOLE	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 3,002.00	\$ 18,012.00
3.6	REMOVE ASPHALT	SY	780	\$ 10.00	\$ 7,800.00	\$ 40.00	\$ 31,200.00
3.7	RELOCATE OR REMOVE EASEMENT OBSTRUCTIONS	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 80,000.00	\$ 80,000.00
4.1	HDPE PIPE, 12" TO 24" DIAMETER	LF	1700	\$ 180.00	\$ 306,000.00	\$ 204.00	\$ 346,800.00
4.2	OUTFALL PIPE WORK	EA	5	\$ 30,000.00	\$ 150,000.00	\$ 20,000.00	\$ 100,000.00
4.3	CIPP RELINING AT OUTFALLS	EA	5	\$ 80,000.00	\$ 400,000.00	\$ 49,110.00	\$ 245,550.00
4.4	PUMP STATION WYE ASSEMBLY 18" TO 24"	EA	5	\$ 70,000.00	\$ 350,000.00	\$ 49,873.00	\$ 249,365.00
4.5	TYPE 1 CATCH BASIN	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 5,710.00	\$ 11,420.00
4.6	TYPE 2 CATCH BASIN	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 6,250.00	\$ 12,500.00
4.7	DRAINAGE JUNCTION MANHOLE	EA	5	\$ 15,000.00	\$ 75,000.00	\$ 6,425.00	\$ 32,125.00
4.8	TRIPLEX PUMPING STATION EQUIPMENT	EA	3	\$ 180,000.00	\$ 540,000.00	\$ 150,000.00	\$ 450,000.00
4.9	DUPLEX PUMPING STATION EQUIPMENT	EA	2	\$ 130,000.00	\$ 260,000.00	\$ 105,000.00	\$ 210,000.00
4.10	TRIPLEX PUMPING STATION DUCTILE IRON PIPE, FITTINGS AND VALVES	EA	3	\$ 20,000.00	\$ 60,000.00	\$ 40,000.00	\$ 120,000.00
4.11	DUPLEX PUMPING STATION DUCTILE IRON PIPE, FITTINGS AND VALVES	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 30,000.00	\$ 60,000.00
4.12	TRIPLEX PUMPING STATION WET WELL	EA	3	\$ 35,000.00	\$ 105,000.00	\$ 50,000.00	\$ 150,000.00
4.13	DUPLEX PUMPING STATION WET WELL	EA	2	\$ 35,000.00	\$ 70,000.00	\$ 30,000.00	\$ 60,000.00
5.1	NEW ELECTRIC SERVE AND METER, 200 TO 250 AMPS	EA	5	\$ 5,000.00	\$ 25,000.00	\$ 8,500.00	\$ 42,800.00
5.2	INSTALL ELECTRIC WITH NEW POLE	EA	3	\$ 6,500.00	\$ 19,500.00	\$ 7,750.00	\$ 23,250.00
5.3	INSTALL ELECTRIC ON EXISTING POLE	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 5,650.00	\$ 11,300.00
5.4	JUNCTION BOX	EA	5	\$ 9,000.00	\$ 45,000.00	\$ 5,200.00	\$ 26,000.00
5.5	SERVICE CONDUIT "S", TYPICAL DETAIL	LF	600	\$ 110.00	\$ 66,000.00	\$ 135.00	\$ 81,000.00
5.6	SERVICE CONDUIT "S", PROTECTED DETAIL	LF	600	\$ 110.00	\$ 66,000.00	\$ 135.00	\$ 81,000.00
5.7	PUMP STATION CONDUIT "P"	LF	650	\$ 250.00	\$ 162,500.00	\$ 74.00	\$ 48,100.00
5.8	PUMP STATION CONDUIT "C"	LF	650	\$ 80.00	\$ 52,000.00	\$ 74.00	\$ 48,100.00
6.1	CONCRETE SIDEWALK	SY	240	\$ 180.00	\$ 43,200.00	\$ 135.00	\$ 32,400.00
6.2	BRICK SIDEWALK	SY	140	\$ 55.00	\$ 7,700.00	\$ 180.00	\$ 25,200.00
6.3	ASPHALT PAVEMENT	SY	780	\$ 80.00	\$ 62,400.00	\$ 72.00	\$ 56,160.00
6.4	LANDSCAPE RESTORATION	SY	250	\$ 30.00	\$ 7,500.00	\$ 8.00	\$ 2,000.00
6.5	RESTORE EASEMENT OBSTRUCTIONS	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 107,000.00	\$ 107,000.00
6.6	NEW CURB AND GUTTER	LF	450	\$ 60.00	\$ 27,000.00	\$ 40.00	\$ 18,000.00
7.1	INTERIM PAYMENT	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
	TOTAL				\$ 3,996,500.00	\$ 4,075,050.00	

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT

BID DATE: JUNE 4, 2024

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	ALLEN INDUSTRIES		JR CRUZ CORP	
				510 BROADWAY AMITYVILLE, NY 11701	33 W MAIN STREET HOLMDEL, NJ 07733	UNIT PRICE	TOTAL COST
1.1	MOBILIZATION	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 285,442.00	\$ 285,442.00
1.2	INSURANCE, BONDS, PERMITS, ETC.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 300,000.00	\$ 300,000.00
1.3	EASEMENT AND R.O.W. SURVEY	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 25,000.00	\$ 25,000.00
1.4	LAYOUT SURVEY	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
1.5	UTILITY MARKOUT	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 16,500.00	\$ 16,500.00
1.6	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 250,000.00	\$ 250,000.00
1.7	TEMPORARY FENCING	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 50,000.00	\$ 50,000.00
1.8	INSURANCE, BONDS, PERMITS, ETC.	ALLOWANCE	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2.1	TEMP SUPPORT OF EXCAVATIONS DESIGN SERVICES	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00
2.2	TEMPORARY SHEETING AND SHORING	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 100,000.00	\$ 100,000.00
2.3	DEWATERING	LS	1	\$ 390,000.00	\$ 390,000.00	\$ 250,000.00	\$ 250,000.00
2.4	EXCAVATE SOIL, REMOVE AND DISPOSE AT PUMPING STATIONS	CY	350	\$ 135.00	\$ 47,250.00	\$ 65.00	\$ 22,750.00
2.5	EXCAVATE SOIL, REUSE ON SITE AT PUMPING STATIONS	CY	100	\$ 10.00	\$ 1,000.00	\$ 60.00	\$ 6,000.00
2.6	EROSION AND SEDIMENT CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00
3.1	SAW CUTTING	LF	4,500	\$ 4.00	\$ 18,000.00	\$ 4.00	\$ 18,000.00
3.2	REMOVE SIDEWALK	SY	380	\$ 30.00	\$ 11,400.00	\$ 50.00	\$ 19,000.00
3.3	REMOVE CURB	LF	450	\$ 8.00	\$ 3,600.00	\$ 50.00	\$ 22,500.00
3.4	REMOVE DRAINAGE OUTFALL STRUCTURE	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 25,000.00	\$ 50,000.00
3.5	REMOVE CATCH BASIN OR MANHOLE	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 10,000.00	\$ 60,000.00
3.6	REMOVE ASPHALT	SY	780	\$ 65.00	\$ 50,700.00	\$ 50.00	\$ 39,000.00
3.7	RELOCATE OR REMOVE EASEMENT OBSTRUCTIONS	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 50,000.00	\$ 50,000.00
4.1	HDPE PIPE, 12" TO 24" DIAMETER	LF	1700	\$ 360.00	\$ 612,000.00	\$ 100.00	\$ 170,000.00
4.2	OUTFALL PIPE WORK	EA	5	\$ 14,000.00	\$ 70,000.00	\$ 25,000.00	\$ 125,000.00
4.3	CIPP RELINING AT OUTFALLS	EA	5	\$ 50,000.00	\$ 250,000.00	\$ 60,000.00	\$ 300,000.00
4.4	PUMP STATION WYE ASSEMBLY 18" TO 24"	EA	5	\$ 45,000.00	\$ 225,000.00	\$ 50,000.00	\$ 250,000.00
4.5	TYPE 1 CATCH BASIN	EA	2	\$ 11,000.00	\$ 22,000.00	\$ 10,000.00	\$ 20,000.00
4.6	TYPE 2 CATCH BASIN	EA	2	\$ 12,000.00	\$ 24,000.00	\$ 10,000.00	\$ 20,000.00
4.7	DRAINAGE JUNCTION MANHOLE	EA	5	\$ 12,000.00	\$ 60,000.00	\$ 10,000.00	\$ 50,000.00
4.8	TRIPLEX PUMPING STATION EQUIPMENT	EA	3	\$ 170,000.00	\$ 510,000.00	\$ 325,000.00	\$ 975,000.00
4.9	DUPLEX PUMPING STATION EQUIPMENT	EA	2	\$ 120,000.00	\$ 240,000.00	\$ 250,000.00	\$ 500,000.00
4.10	TRIPLEX PUMPING STATION DUCTILE IRON PIPE, FITTINGS AND VALVES	EA	3	\$ 36,000.00	\$ 108,000.00	\$ 75,000.00	\$ 225,000.00
4.11	DUPLEX PUMPING STATION DUCTILE IRON PIPE, FITTINGS AND VALVES	EA	2	\$ 31,000.00	\$ 62,000.00	\$ 50,000.00	\$ 100,000.00
4.12	TRIPLEX PUMPING STATION WET WELL	EA	3	\$ 80,000.00	\$ 240,000.00	\$ 100,000.00	\$ 300,000.00
4.13	DUPLEX PUMPING STATION WET WELL	EA	2	\$ 65,000.00	\$ 130,000.00	\$ 65,000.00	\$ 130,000.00
5.1	NEW ELECTRIC SERVE AND METER, 200 TO 250 AMPS	EA	5	\$ 9,500.00	\$ 47,500.00	\$ 10,000.00	\$ 50,000.00
5.2	INSTALL ELECTRIC WITH NEW POLE	EA	3	\$ 28,000.00	\$ 84,000.00	\$ 30,000.00	\$ 90,000.00
5.3	INSTALL ELECTRIC ON EXISTING POLE	EA	2	\$ 19,000.00	\$ 38,000.00	\$ 20,000.00	\$ 40,000.00
5.4	JUNCTION BOX	EA	5	\$ 6,700.00	\$ 33,500.00	\$ 5,000.00	\$ 25,000.00
5.5	SERVICE CONDUIT "S", TYPICAL DETAIL	LF	600	\$ 235.00	\$ 141,000.00	\$ 235.00	\$ 141,000.00
5.6	SERVICE CONDUIT "S", PROTECTED DETAIL	LF	500	\$ 200.00	\$ 100,000.00	\$ 195.00	\$ 97,500.00
5.7	PUMP STATION CONDUIT "P"	LF	650	\$ 350.00	\$ 227,500.00	\$ 350.00	\$ 227,500.00
5.8	PUMP STATION CONDUIT "C"	LF	650	\$ 150.00	\$ 97,500.00	\$ 140.00	\$ 91,000.00
6.1	CONCRETE SIDEWALK	SY	240	\$ 100.00	\$ 24,000.00	\$ 130.00	\$ 31,200.00
6.2	BRICK SIDEWALK	SY	140	\$ 400.00	\$ 56,000.00	\$ 260.00	\$ 36,400.00
6.3	ASPHALT PAVEMENT	SY	780	\$ 140.00	\$ 109,200.00	\$ 225.00	\$ 175,500.00
6.4	LANDSCAPE RESTORATION	SY	250	\$ 30.00	\$ 7,500.00	\$ 60.00	\$ 15,000.00
6.5	RESTORE EASEMENT OBSTRUCTIONS	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00
6.6	NEW CURB AND GUTTER	LF	450	\$ 60.00	\$ 27,000.00	\$ 100.00	\$ 45,000.00
7.1	INTERIM PAYMENT	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
	TOTAL				\$ 4,431,650.00	\$ 5,994,292.00	\$ 5,994,292.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT:
2024 WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT

BID DATE: JUNE 4, 2024

G&M EARTH MOVING INC.

345 ELSWORTH STREET
HOLBROOK, NY 11741

ITEM NO.	DESCRIPTION	UNITS	BID	UNIT PRICE	TOTAL COST
			QUANTITY		
1.1	MOBILIZATION	LS	1	\$ 300,100.00	\$ 300,100.00
1.2	INSURANCE, BONDS, PERMITS, ETC.	LS	1	\$ 50,000.00	\$ 50,000.00
1.3	EASEMENT AND R.O.W. SURVEY	LS	1	\$ 30,000.00	\$ 30,000.00
1.4	LAYOUT SURVEY	LS	1	\$ 30,000.00	\$ 30,000.00
1.5	UTILITY MARKOUT	LS	1	\$ 100,000.00	\$ 100,000.00
1.6	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$ 50,000.00	\$ 50,000.00
1.7	TEMPORARY FENCING	LS	1	\$ 25,000.00	\$ 25,000.00
1.8	INSURANCE, BONDS, PERMITS, ETC.	ALLOWANCE	1	\$ 15,000.00	\$ 15,000.00
2.1	TEMP SUPPORT OF EXCAVATIONS DESIGN SERVICES	LS	1	\$ 20,000.00	\$ 20,000.00
2.2	TEMPORARY SHEETING AND SHORING	LS	1	\$ 200,000.00	\$ 200,000.00
2.3	DEWATERING	LS	1	\$ 140,000.00	\$ 140,000.00
2.4	EXCAVATE SOIL, REMOVE AND DISPOSE AT PUMPING STATIONS	CY	350	\$ 50.00	\$ 17,500.00
2.5	EXCAVATE SOIL, REUSE ON SITE AT PUMPING STATIONS	CY	100	\$ 50.00	\$ 5,000.00
2.6	EROSION AND SEDIMENT CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
3.1	SAW CUTTING	LF	4,500	\$ 5.00	\$ 22,500.00
3.2	REMOVE SIDEWALK	SY	380	\$ 80.00	\$ 30,400.00
3.3	REMOVE CURB	LF	450	\$ 35.00	\$ 15,750.00
3.4	REMOVE DRAINAGE OUTFALL STRUCTURE	EA	2	\$ 20,000.00	\$ 40,000.00
3.5	REMOVE CATCH BASIN OR MANHOLE	EA	6	\$ 10,000.00	\$ 60,000.00
3.6	REMOVE ASPHALT	SY	780	\$ 50.00	\$ 39,000.00
3.7	RELOCATE OR REMOVE EASEMENT OBSTRUCTIONS	LS	1	\$ 50,000.00	\$ 50,000.00
4.1	HDPE PIPE, 12" TO 24" DIAMETER	LF	1700	\$ 300.00	\$ 510,000.00
4.2	OUTFALL PIPE WORK	EA	5	\$ 25,000.00	\$ 125,000.00
4.3	CIPP RELINING AT OUTFALLS	EA	5	\$ 130,000.00	\$ 650,000.00
4.4	PUMP STATION WYE ASSEMBLY 18" TO 24"	EA	5	\$ 90,000.00	\$ 450,000.00
4.5	TYPE 1 CATCH BASIN	EA	2	\$ 25,000.00	\$ 50,000.00
4.6	TYPE 2 CATCH BASIN	EA	2	\$ 25,000.00	\$ 50,000.00
4.7	DRAINAGE JUNCTION MANHOLE	EA	5	\$ 25,000.00	\$ 125,000.00
4.8	TRIPLEX PUMPING STATION EQUIPMENT	EA	3	\$ 200,000.00	\$ 600,000.00
4.9	DUPLEX PUMPING STATION EQUIPMENT	EA	2	\$ 155,000.00	\$ 310,000.00
4.10	TRIPLEX PUMPING STATION DUCTILE IRON PIPE, FITTINGS AND VALVES	EA	3	\$ 100,000.00	\$ 300,000.00
4.11	DUPLEX PUMPING STATION DUCTILE IRON PIPE, FITTINGS AND VALVES	EA	2	\$ 80,000.00	\$ 160,000.00
4.12	TRIPLEX PUMPING STATION WET WELL	EA	3	\$ 175,000.00	\$ 525,000.00
4.13	DUPLEX PUMPING STATION WET WELL	EA	2	\$ 155,000.00	\$ 310,000.00
5.1	NEW ELECTRIC SERVE AND METER, 200 TO 250 AMPS	EA	5	\$ 5,000.00	\$ 25,000.00
5.2	INSTALL ELECTRIC WITH NEW POLE	EA	3	\$ 10,000.00	\$ 30,000.00
5.3	INSTALL ELECTRIC ON EXISTING POLE	EA	2	\$ 3,000.00	\$ 6,000.00
5.4	JUNCTION BOX	EA	5	\$ 5,000.00	\$ 25,000.00
5.5	SERVICE CONDUIT "S", TYPICAL DETAIL	LF	600	\$ 125.00	\$ 75,000.00
5.6	SERVICE CONDUIT "S", PROTECTED DETAIL	LF	500	\$ 120.00	\$ 60,000.00
5.7	PUMP STATION CONDUIT "P"	LF	650	\$ 225.00	\$ 146,250.00
5.8	PUMP STATION CONDUIT "C"	LF	650	\$ 50.00	\$ 32,500.00
6.1	CONCRETE SIDEWALK	SY	240	\$ 250.00	\$ 60,000.00
6.2	BRICK SIDEWALK	SY	140	\$ 550.00	\$ 77,000.00
6.3	ASPHALT PAVEMENT	SY	780	\$ 325.00	\$ 253,500.00
6.4	LANDSCAPE RESTORATION	SY	250	\$ 125.00	\$ 31,250.00
6.5	RESTORE EASEMENT OBSTRUCTIONS	LS	1	\$ 50,000.00	\$ 50,000.00
6.6	NEW CURB AND GUTTER	LF	450	\$ 125.00	\$ 56,250.00
7.1	INTERIM PAYMENT	LS	1	\$ 75,000.00	\$ 75,000.00
	TOTAL				\$ 6,433,000.00

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Village Attorney's Office

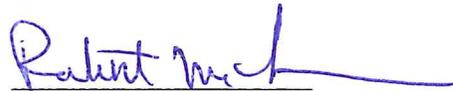
TO: Robert T. Kennedy, Mayor
FROM: Howard E. Colton, Village Attorney
DATE: July 10, 2024
RE: Lease agreement Paul Conte Cadillac Inc. D/B/A Paul Conte Cadillac

Our office is requesting that the Village Board retroactively approve the attached agreement to lease space at the property located at 223 East Sunrise Highway, Freeport, New York. Paul Conte Cadillac Inc. D/B/A Paul Conte Cadillac place of business is 169 West Sunrise Highway, Freeport, NY

The lessee will pay the Village of Freeport \$6,800.00 per month for 13,600 square foot of land to be used for storage of towed vehicles.

The Lessee shall pay an additional \$6.00 per square foot for any space used over 13,600 square feet.

Please review and if acceptable, please place before the Board for its review and action.



Howard E. Colton
Village Attorney
By: Robert McLaughlin
Deputy Village Attorney

LEASE AGREEMENT

This Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord, Village of Freeport shall be referred to as "OWNER" and Tenant(s) Paul Conte Cadillac Inc. D/B/A Paul Conte Cadillac., shall be referred to as "OCCUPANT."

As consideration for this agreement, OWNER agrees to rent/lease to OCCUPANT and OCCUPANT agrees to rent/lease from OWNER for use solely as a storage of vehicles 13,600 square feet of the premises located at 223 East Sunrise Highway in the Village of Freeport, NY 11520. The part of the lot that is being rented by the OCCUPANT shall be determined by the Freeport Superintendent of Public Works

1. **TERMS:** OCCUPANT agrees to pay in advance \$6,800 per month on the 1st day of each month. Should the OCCUPANT exceed the 13,600 square foot allotted, without the OWNERS permission the OCCUPANT shall pay \$6 per square foot of additional space used. Lease is a Month to Month tenancy. Tennant shall pay first months and last month's rent at the signing of this agreement.

2. **LATE CHARGE:** A late fee of \$50 shall be added and due for any payment of rent made after the 5th of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$50.

3. **UTILITIES:** OCCUPANT agrees to pay all utilities and/or services based upon occupancy of the premises.

4. **NOISE:** OCCUPANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of the residents of the Village of Freeport. Said noise and/or activity shall be a breach of this agreement.

5. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that OCCUPANT'S use is seriously impaired, OWNER or OCCUPANT may terminate this Agreement immediately upon three day written notice to the other.

6. **CONDITION OF PREMISES:** OCCUPANT acknowledges that he has examined the premises and all other items provided by OWNER. Everything is in good satisfactory condition except as may be indicated elsewhere in this Agreement.

OCCUPANT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by OCCUPANT, his guests and/or invitees, except as provided by law.

At the termination of this Agreement, the premises shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER.

7. **ALTERATIONS:** OCCUPANT shall not alter the premises without the prior written consent of the OWNER.

8: **PROPERTY MAINTENANCE:** OCCUPANT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. OCCUPANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

9. **INSURANCE:** OCCUPANT shall indemnify and hold harmless the OWNER and shall name the OWNER as an additional named insured at all policies.

10. **FENCE:** The OCCUPANT agrees to install a fence around the rental area designated by the Superintendent of Public Works

10. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

11. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

12. **SUBLETTING** – OCCUPANT shall not sublet the premise.

13. **GOVERNING LAW** – This law shall be governed by the laws of the State of New York.

13. **RECEIPT OF AGREEMENT:** The undersigned OCCUPANTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this lease Agreement.

MAYOR ROBERT T. KENNEDY VILLAGE OF FREEPORT

Date _____

Carolyn C. Sheehy, President
PAUL CONTE CADILLAC INC.

Date _____

**VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy
From: Pamela Walsh Boening, Village Clerk
Date: July 9, 2024
Re: Miscellaneous Sidewalk Resolution
Location: Various
Contractor: Macedo Contracting Services Inc. Total: \$13,742.40

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 133-2023
Owner: J. Ratcher & M. Choudri
123 Atlantic Avenue
Freeport, NY 11520
123 Atlantic Avenue
Sec, Blk., Lot (s): 62-083-421
Location: 123 Atlantic Avenue
Contractor: Macedo Contracting Services Inc.
Charges: \$272.00

Sidewalk Survey # MSW 154- 2023
Owner: Manu Holdings
565 Plandome Road #286

Manhasset, NY 11030
424 Atlantic Avenue
Sec, Blk., Lot (s): 54-311-140
Location: 424 Atlantic Avenue
Contractor: Macedo Contracting Services Inc.
Charges: \$4,430.00

Sidewalk Survey # MSW 112-2023
Owner: Wyvette Hawkins
16 Beverly Parkway
Freeport, NY 11520
16 Beverly Parkway
Sec, Blk., Lot (s): 54-459-20
Location: 16 Beverly Parkway
Contractor: Macedo Contracting Services Inc.
Charges: \$2,173.00

Sidewalk Survey # MSW 211-2023
Owner: MJGCM Real Estate Inc.
693 Adonia Street
Franklin Square, NY 11010
107 Broadway
Sec, Blk., Lot (s): 55-231-6
Location: 107 Broadway
Contractor: Macedo Contracting Services Inc.
Charges: \$561.00

Sidewalk Survey # MSW 214-2023
Owner: Leigh and Jeremiah Sumter
432 N Brookside Avenue
Freeport, NY 11520
432 N Brookside Avenue
Sec, Blk., Lot (s): 36-526-25
Location: 432 N Brookside Avenue
Contractor: Macedo Contracting Services Inc.
Charges: \$1,364.00

Sidewalk Survey # MSW 110-2021

Owner: Sherida Parker
590 Miller Avenue
Freeport, NY 11520
590 Miller Avenue
Sec, Blk., Lot (s): 62-182-2
Location: 590 Miller Avenue
Contractor: Macedo Contracting Services Inc.
Charges: \$388.40

Sidewalk Survey # MSW 167-2023

Owner: Fredy Duran
4 Nassau Avenue
Freeport, NY 11520
4 Nassau Avenue
Sec, Blk., Lot (s): 62-157-553
Location: 4 Nassau Avenue
Contractor: Macedo Contracting Services Inc.
Charges: \$2,928.00

Sidewalk Survey # MSW 32-2024

Owner: David & Beverly Lynshue
24 Whaley Street
Freeport, NY 11520
24 Whaley Street
Sec, Blk., Lot (s): 62-110-13
Location: 24 Whaley Street
Contractor: Macedo Contracting Services Inc.
Charges: \$1,626.00

Pamela Walsh Boening

Pamela Walsh Boening, Village Clerk

Macedo Contracting Services Inc

PO Box 64
Ronkonkoma, NY 11779
Attn Sandra Pimentel

Invoice

Date	Invoice #
7/8/2024	2024-100



Bill To
Village of Freeport Clerk's Office

P.O. No.	Terms	Project
123 Atlantic Ave		Concrete Req. contract

Quantity	Description	Rate	Amount
16	1B R&D 4" & 6" SW HR 16SF	1.00	16.00
16	2A Install 4" concrete 16SF	15.50	248.00
4	5 Saw cut concrete 4LF	2.00	8.00
Total			\$272.00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW
FROM: Samantha Scalley, Deputy Registrar
DATE: July 9, 2024

RE: **Hazardous Sidewalk – 123 Atlantic Avenue**

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

123 Atlantic Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

Date: 07/09/24

SIDEWALK INSPECTION FORM

DATE: 09/05/23

ADDRESS: 123 Atlantic Ave

DATE INSPECTION REQUESTED: 09/01/23

INSPECTION REQUESTED BY: Clerk's Office

REASON FOR INSPECTION: Alleged hazardous sections of sidewalk

INSPECTION REVEALED: Hazardous sections of sidewalk

	<u>4" SW</u>	<u>6" SW</u>
TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:	<u>16 sf</u>	<u>-</u>

CURB TO BE REPLACED: -

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

DEBRIS IN STREET: -

OTHER: -

AREAS MARKED OUT FOR REPLACEMENT:

4" 4x4 6" - SAWCUTTING 4 lf

INSPECTION PERFORMED BY: Alan Lim DATE 09/05/23

REVIEWED BY: RDR DATE 9/7/23

Macedo Contracting Services Inc

PO Box 64
Ronkonkoma, NY 11779
Attn Sandra Pimentel

Invoice

Date	Invoice #
7/8/2024	2024-101

Bill To
Village of Freeport Clerk's Office



P.O. No.	Terms	Project
424 Atlantic Ave		Concrete Req. contract

Quantity	Description	Rate	Amount
268	1B R&D 4" & 6" SW IIR 268SF	1.00	268.00
268	2A Install 4" concrete 268SF	15.50	4,154.00
4	5 Saw cut concrete 4LF	2.00	8.00
Total			\$4,430.00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW
FROM: Samantha Scalley, Deputy Registrar
DATE: July 9, 2024

RE: **Hazardous Sidewalk – 424 Atlantic Avenue**

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

424 Atlantic Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

Date: 07/09/24

SIDEWALK INSPECTION FORM

DATE: 09/07/23

ADDRESS: 424 Atlantic Ave

DATE INSPECTION REQUESTED: 09/01/23

INSPECTION REQUESTED BY: Clerk's Office

REASON FOR INSPECTION: Alleged hazardous sections of sidewalk

INSPECTION REVEALED: Hazardous sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:

<u>4" SW</u>	<u>6" SW</u>
<u>268 sf</u>	<u>-</u>

CURB TO BE REPLACED: -

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

DEBRIS IN STREET: -

OTHER: The homeowner is responsible for this portion (seperate sheet for Electric Department)

AREAS MARKED OUT FOR REPLACEMENT:

4" 10x4, 25x4, 16x4, 6" - SAWCUTTING 4 lf
12x4, 4x4

INSPECTION PERFORMED BY: Alm Lu DATE 09/07/23

REVIEWED BY: RAP DATE 9/14/23

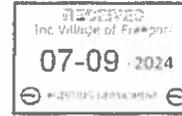
Macedo Contracting Services Inc

PO Box 64
 Ronkonkoma, NY 11779
 Attn Sandra Pimentel

Invoice

Date	Invoice #
7/8/2024	2024-402

Bill To
Village of Freeport Clerk's Office



P.O. No.	Terms	Project
16 Beverly Pkwy		Concrete Req. contract

Quantity	Description	Rate	Amount
10	1A R&D Concrete Curb 10LF	1.00	10.00
106	1B R&D 4" & 6" SW HR 106SF	1.00	106.00
12	2A Install 4" concrete 12SF	15.50	186.00
94	3A Install 6" concrete 94SF	16.50	1,551.00
10	4A Install concrete curb 10LF	30.00	300.00
10	5 Saw cut concrete 10LF	2.00	20.00
		Total	\$2,173.00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW

FROM: Samantha Scalley, Deputy Registrar

DATE: July 9, 2024

RE: Hazardous Sidewalk – 16 Beverly Parkway

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

16 Beverly Parkway

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna _____.

Date: 07/09/24 _____.

SIDEWALK INSPECTION FORM

DATE: 04/16/24

ADDRESS: 16 Beverly Pkwy

DATE INSPECTION REQUESTED: 04/16/24

INSPECTION REQUESTED BY: Clerk's Office

REASON FOR INSPECTION: Alleged hazardous sections of sidewalk

INSPECTION REVEALED: Hazardous sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:

<u>4" SW</u>	<u>6" SW</u>
<u>12 sf</u>	<u>94 sf</u>

CURB TO BE REPLACED: 10 lf

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

DEBRIS IN STREET: -

OTHER: Revision from 08/10/23 report

AREAS MARKED OUT FOR REPLACEMENT:

4" 3x4 6" 11x4, 10x5 SAWCUTTING 10 lf

INSPECTION PERFORMED BY: Allen Lane DATE 04/16/24

REVIEWED BY: [Signature] DATE 4/18/24

Macedo Contracting Services Inc

Invoice

PO Box 64
Ronkonkoma, NY 11779
Attn Sandra Pimentel

Date	Invoice #
7/8/2024	2024-103

Bill To
Village of Freeport Clerk's Office



P.O. No.	Terms	Project
107 Broadway		Concrete Req. contract

Quantity	Description	Rate	Amount
34	1B R&D 4" & 6" SW HR 34SF	1.00	34.00
34	2A Install 4" concrete 34SF	15.50	527.00
		Total	\$561.00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW
FROM: Samantha Scalley, Deputy Registrar
DATE: July 9, 2024

RE: **Hazardous Sidewalk – 107 Broadway**
Please inspect the above location to determine if the hazardous condition has been corrected.

107 Broadway

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna

Date: 07/09/24

SIDEWALK INSPECTION FORM

DATE: 10/03/23

ADDRESS: 107 Broadway

DATE INSPECTION REQUESTED: 10/02/23

INSPECTION REQUESTED BY: Property Owner

REASON FOR INSPECTION: Alleged hazardous sections of sidewalk

INSPECTION REVEALED: Hazardous sections of sidewalk

	4" SW	6" SW
TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:	<u>34 sf</u>	<u>-</u>

CURB TO BE REPLACED: -

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

DEBRIS IN STREET: -

OTHER: Owner responsible for this portion (separate form for DPW)

AREAS MARKED OUT FOR REPLACEMENT:

4" 4x4, 4.5x4 6" - SAWCUTTING -

INSPECTION PERFORMED BY: Alm Linn DATE 10/03/23

REVIEWED BY: BAR DATE 10/04/23

Macedo Contracting Services Inc

PO Box 64

Ronkonkoma, NY 11779

Attn Sandra Pimentel

Invoice

Date	Invoice #
7/8/2024	2024-404

Bill To
Village of Freeport Clerk's Office



P.O. No	Terms	Project
432 N Brookside Ave		Concrete Req. contract

Quantity	Description	Rate	Amount
44	1A R&D Concrete Curb 44LF	1.00	44.00
44	4A Install concrete curb 44LF	30.00	1,320.00
Total			\$1,364.00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW
FROM: Samantha Scalley, Deputy Registrar
DATE: July 9, 2024
RE: **Hazardous Sidewalk – 432 N Brookside Avenue**

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

432 N Brookside Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna _____.

Date: 07/09/24 _____.

SIDEWALK INSPECTION FORM

DATE: 10/17/23

ADDRESS: 432 N Brookside Ave

DATE INSPECTION REQUESTED: 10/16/23

INSPECTION REQUESTED BY: Resident

REASON FOR INSPECTION: Alleged hazardous sections of sidewalk

INSPECTION REVEALED: Hazardous sections of sidewalk

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

CURB TO BE REPLACED: 44 lf

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

DEBRIS IN STREET: -

OTHER: -

AREAS MARKED OUT FOR REPLACEMENT:

4" - 6" - SAWCUTTING -

INSPECTION PERFORMED BY: Allen Lee DATE 10/17/23

REVIEWED BY: [Signature] DATE 10/20/23

Macedo Contracting Services Inc

PO Box 64
Ronkonkoma, NY 11779
Attn Sandra Pimentel

Invoice

Date	Invoice #
7/8/2024	2024-405

Bill To
Village of Freeport Clerk's Office



P.O. No	Terms	Project
590 Miller Ave		Concrete Req. contract

Quantity	Description	Rate	Amount
21.6	1B R&D 4" & 6" SW HR 21.60SF	1.00	21.60
21.6	2A Install 4" concrete 21.60SF	15.50	334.80
16	5 Saw cut concrete 16LF	2.00	32.00
Total			\$388.40

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW
FROM: Samantha Scalley, Deputy Registrar
DATE: July 9, 2024

RE: **Hazardous Sidewalk – 590 Miller Avenue**

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

590 Miller Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

Comments: _____.

Signature: Alan Luna

Date: 07/09/24

SIDEWALK INSPECTION FORM

DATE: 6/24/21

ADDRESS: 590 MILLER AVE.

DATE INSPECTION REQUESTED: 6/21/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 35 sq.ft.
4" SW 6" SW

CURB TO BE REPLACED: _____

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

DEBRIS IN STREET: _____

OTHER: Sidewalk expense covered by Vof
manhole cover.

AREAS MARKED OUT FOR REPLACEMENT:

4" 8.75' x 4' 6" _____ SAWCUTTING 4 LFT

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert McLomick DATE 6/24/21

REVIEWED BY: [Signature] DATE 07/07/21

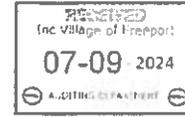
Macedo Contracting Services Inc

Invoice

PO Box 64
Ronkonkoma, NY 11779
Attn Sandra Pimentel

Date	Invoice #
7/8/2024	2024-406

Bill To
Village of Freeport Clerk's Office



P.O. No.	Terms	Project
4 Nassau Ave		Concrete Req. contract

Quantity	Description	Rate	Amount
176	1B R&D 4" & 6" SW HR 176SF	1.00	176.00
176	2A Install 4" concrete 176SF	15.50	2,728.00
12	5 Saw cut concrete 12LF	2.00	24.00
		Total	\$2,928.00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW
FROM: Samantha Scalley, Deputy Registrar
DATE: July 9, 2024

RE: **Hazardous Sidewalk – 4 Nassau Avenue**

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

4 Nassau Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna _____.

Date: 07/09/24 _____.

SIDEWALK INSPECTION FORM

DATE: 09/05/23

ADDRESS: 4 Nassau Ave

DATE INSPECTION REQUESTED: 09/01/23

INSPECTION REQUESTED BY: Clerk's Office

REASON FOR INSPECTION: Alleged hazardous sections of sidewalk

INSPECTION REVEALED: Hazardous sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:

	4" SW	6" SW
176 sf		-

CURB TO BE REPLACED: -

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

DEBRIS IN STREET: -

OTHER: -

AREAS MARKED OUT FOR REPLACEMENT:

4" 4x4, 8x4, 12x4, 6" - SAWCUTTING 12 lf
20x4

INSPECTION PERFORMED BY: Allen Law DATE 09/05/23

REVIEWED BY: RHP DATE 9/5/23

Macedo Contracting Services Inc

PO Box 64
Ronkonkoma, NY 11779
Attn Sandra Pimentel

Invoice

Date	Invoice #
7/8/2024	2024-107

Bill To
Village of Freeport Clerk's Office



P.O. No.	Terms	Project
24 Whaley St		Concrete Req. contract

Quantity	Description	Rate	Amount
96	1B R&D 4" & 6" SW HR 96SF	1.00	96.00
54	2A Install 4" concrete 54SF	15.50	837.00
42	3A Install 6" concrete 42SF	16.50	693.00
Total			\$1,626.00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW
FROM: Samantha Scalley, Deputy Registrar

DATE: July 9, 2024

RE: Hazardous Sidewalk - 24 Whaley Street

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

24 Whaley Street

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

Comments: _____.

Signature: Alan Luna

Date: 07/09/24

SIDEWALK INSPECTION FORM

DATE: 04/16/24

ADDRESS: 24 Whaley St

DATE INSPECTION REQUESTED: 04/16/24

INSPECTION REQUESTED BY: Resident

REASON FOR INSPECTION: Alleged hazardous sections of sidewalk

INSPECTION REVEALED: Hazardous sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:

	<u>4" SW</u>	<u>6" SW</u>
	<u>54 sf</u>	<u>42 sf</u>

CURB TO BE REPLACED: -

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

DEBRIS IN STREET: -

OTHER: -

AREAS MARKED OUT FOR REPLACEMENT:

4" 3x4, 2.5x4, 8x4 6" 10.5x4 SAWCUTTING -

INSPECTION PERFORMED BY: Allen Liu DATE 04/16/24

REVIEWED BY: RNF DATE 4/18/24

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

AGENDA

BOARD OF TRUSTEES' MEETING

July 15, 2024

COMMENTS PERMITTED ON AGENDA ITEMS