



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

**6. POLICE DEPARTMENT – Michael J. Smith**

- a) Request approval of the grant agreement from the Governors Traffic Safety Committee (GTSC) between the Village of Freeport and the State of New York for the New York State Highway Safety Program for Pedestrian Safety, from October 1, 2025 through September 30, 2026, in the amount of \$16,400.

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

- a) Request approval to declare the property known as and by Section 54, Block 073, Lot 126 and part of Section 54, Block 073, Lot 50, a/k/a 220 W. Sunrise Highway (excluding the Administration Building and Hose Co. #4) as surplus and enter into a contract of sale.
- b) Request approval of the professional services contract with Bill Review IQ LLC, d/b/a Bottom Line (formerly known as Legal Share Holdings, LLC) 8125 Sedgwick Way, Memphis, Tennessee 38125, for review services of legal bills, for a period of thirty-six months.

**COMMENTS PERMITTED ON AGENDA ITEMS**

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

**TO:** Mayor Robert T. Kennedy

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

**DATE:** August 6, 2025

**RE:** Block Party Permit  
Applicant: Troy Matthews  
Date: August 30, 2025  
Rain Date: September 6, 2025  
Location: Forest Avenue between N. Main Street and Ellison Avenue  
Time: 1:00 P.M. to 7:00 P.M.

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Attached is an application for a Block Party Permit submitted by Linzy and Troy Matthews, 35 Forest Avenue, to hold a Block Party on August 30, 2025 (rain date September 6, 2025), on Forest Avenue, between N. Main Street and Ellison Avenue (with an additional barricade placed at Charlick Place) from 1:00 P.M. to 7:00 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  
Village Clerk  
Attachments

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

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

DATE OF APPLICATION: 7/22/2025  
 DESCRIBE EVENT AND PURPOSE: Block Party Family Friends Day  
 DATE OF EVENT: 8/30/2025 RAIN DATE: 9/6/2025  
 TIME: FROM 1 PM TO 7 PM (Limit 6 hours – ending 10 PM latest)  
 LOCATION OF EVENT: Forest Avenue Between N. Main St and Ellison Ave  
 NO. PARTICIPANTS EXPECTED: 100 NO. OF RESIDENCES ON BLOCK: 18 VERIFIED BY \_\_\_\_\_  
 NAME OF CONTACT/ORGANIZATION: Linzy & Troy Matthews  
 ADDRESS: 35 Forest Avenue Freeport NY 11520 TEL NO. 347 538 0230

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>
1	<u>Howard Cox</u>	<u>✓ 14 Forest Ave</u>	<u>Howard Cox</u>
2	<u>Paul Adolph</u>	<u>✓ 27 Forest Ave</u>	<u>Paul Adolph</u>
3	<u>Joni Louina</u>	<u>✓ 34 Forest Ave.</u>	<u>Joni Louina</u>
4	<u>Brett Lundy</u>	<u>✓ 18 Forest</u>	<u>Brett Lundy</u>
5	<u>Vincent Spriggs</u>	<u>✓ 38 Forest Ave</u>	<u>V. Spriggs</u>
6	<u>Jamie Peeler</u>	<u>✓ 56 Forest Ave</u>	<u>Jamie Peeler</u>
7	<u>Marcia Fernandez</u>	<u>✓ 52 Forest Ave</u>	<u>Marcia Fernandez</u>
8	<u>Rev. Eric C. Mallette</u>	<u>✓ 22 Forest Ave</u>	<u>Rev. Eric Mallette</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 Troy Matthews acting as an authorized representative of Family & Friend Day 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.

Troy Matthews  
Applicant's signature

Sworn to before me this 23

day of July 2025

Mesheena C. Little  
Notary

MESHEENA C LITTLE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LI6066956  
Qualified in Nassau County  
My Commission Expires 11-26-20 25

Add more signatures below if required:

	APPLICANT'S NAME	ADDRESS	SIGNATURE
✓ 9	Aisha Jackson	42 Forest Ave	<u>Aisha Jackson</u>
✓ 10	Bigoberto H. Escobar	19 Forest Ave	<u>Bigoberto H. Escobar</u>
11	Brendon Noel	64 Forest Ave	<u>Brendon Noel</u>



# 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 Troy Matthews 35 Forest Avenue

Freeport New York 11520 347-538-0230  
City State Zip Telephone #

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

BLOCK PARTY ON: FOREST AVE. FROM N. MAIN ST. TO ELLISON AVE.

DATE: SATURDAY, AUGUST 30<sup>TH</sup>, 2025 Time: 1:00 P.M. TO 7:00 P.M.

RAIN DATE: SATURDAY SEPTEMBER 6<sup>TH</sup>, 2025

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The use of Fireworks is strictly prohibited
2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 7:00 P.M., without prompting from police or village officials.
3. Participants will shut down block party and clear roadway at 7:00 P.M. sharp without prompting from police or village officials.
4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.
5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic.*
6. Use of Vendors or sale of products and/or services is strictly prohibited

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

**THE PARADE/PUBLIC ASSEMBLY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID. Please note the parade/public assembly permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the parade for violation of Freeport Village Code Section 155-67.**

Issued by Assistant Chief Michael Williams 07/24/2025  
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: Asst. Chief Michael Williams  
DATE: July 24, 2025  
RE: Block Party – Forest Avenue between N. Main St. & Ellison Avenue

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

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

Thank you,



Michael Williams  
Assistant Chief of Police

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

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TO: Pamela Walsh Boening, Village Clerk  
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works  
DATE: July 28, 2025  
RE: Block Party Application – Troy Matthews

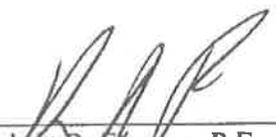
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**RE: Block Party Permit Application**

**Applicant:** Troy Matthews  
**Date:** Saturday, August 30, 2025  
**Rain Date:** Saturday, September 6, 2025  
**Location:** Forest Ave. between North main Street and Ellison Avenue  
**Time:** 1:00 P.M. – 7:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by Troy Matthews. 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 has been made.

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

C: Ben Terzulli, Assistant Superintendent of Public Works

## **Pamela Boening**

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**From:** Raymond Maguire  
**Sent:** Thursday, July 31, 2025 6:00 PM  
**To:** Pamela Boening  
**Subject:** RE: Block Party 8.30.2025 Forest Avenue

I have reviewed the Block Party application for August 30, 2025 (Rain Date: September 6, 2025)

I do not foresee any negative impact in the performance of our duties. However, the area is not only vast, but it crosses another block, Charlick Pl. 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***

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Thursday, July 31, 2025 3:32 PM  
**To:** Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** FW: Block Party 8.30.2025 Forest Avenue  
**Importance:** High

Please send recommendation.

*Pamela Walsh Boening*  
Village Clerk

46 N. Ocean Avenue  
Freeport, NY 11520  
516-377-2254

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

**TO:** Mayor Robert T. Kennedy

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

**DATE:** August 6, 2025

**RE:** Block Party  
Applicant: Ashley Taliana  
Date: Saturday, September 6, 2025  
Rain Date: Sunday, September 7, 2025  
Location: Hayes Street between Atlantic Avenue and Ray Street  
Time: 4:00 P.M. to 10:00 P.M.

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Attached is a copy of a Block Party Permit Application submitted by Ashley Taliana, to hold a block party on Saturday, September 6, 2025 (rain date: September 7, 2025), from 4:00 P.M. to 10:00 P.M. on Hayes Street between Atlantic Avenue and Ray Street. Approximately seventy-five (75) individuals will be attending the event.

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

  
Pamela Walsh Boening  
Village Clerk  
Attachments

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

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

DATE OF APPLICATION: July 19<sup>th</sup>, 2025

DESCRIBE EVENT AND PURPOSE: Block Party to bring neighbors together

DATE OF EVENT: September 6<sup>th</sup>, 2025 RAIN DATE: September 7, 2025

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

LOCATION OF EVENT: Hayes St. Between Atlantic Ave and Ray St

NO. PARTICIPANTS EXPECTED: 75 NO. OF RESIDENCES ON BLOCK: 12 VERIFIED BY [Signature]

NAME OF CONTACT/ORGANIZATION: Ashley Taliana

ADDRESS: 87 Hayes St. TEL NO. 347-380-1572

EMAIL: Justaposh9@aol.com

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>Ashley Taliana</u>	<u>87 Hayes St.</u>	<u>[Signature]</u>
✓ <u>Craig Jamison</u>	<u>74 Hayes St</u>	<u>[Signature]</u>
✓ <u>GEORGE PAWLOWSKI</u>	<u>71 Hayes St.</u>	<u>[Signature]</u>
✓ <u>Ana Rios</u>	<u>69 Hayes st</u>	<u>[Signature]</u>
✓ <u>Nafeeza Ali</u>	<u>61 Hayes st</u>	<u>[Signature]</u>
✓ <u>Fabula Simon</u>	<u>72 Hayes St</u>	<u>[Signature]</u>

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

**Fees:**

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

**Affirmation of Understanding and Awareness:**

I Ashley Talione acting as an authorized representative of Hayes Street, Freeport, NY 11520 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.

*[Signature]*  
 Applicant's signature

Sworn to before me this 19<sup>th</sup>

day of July

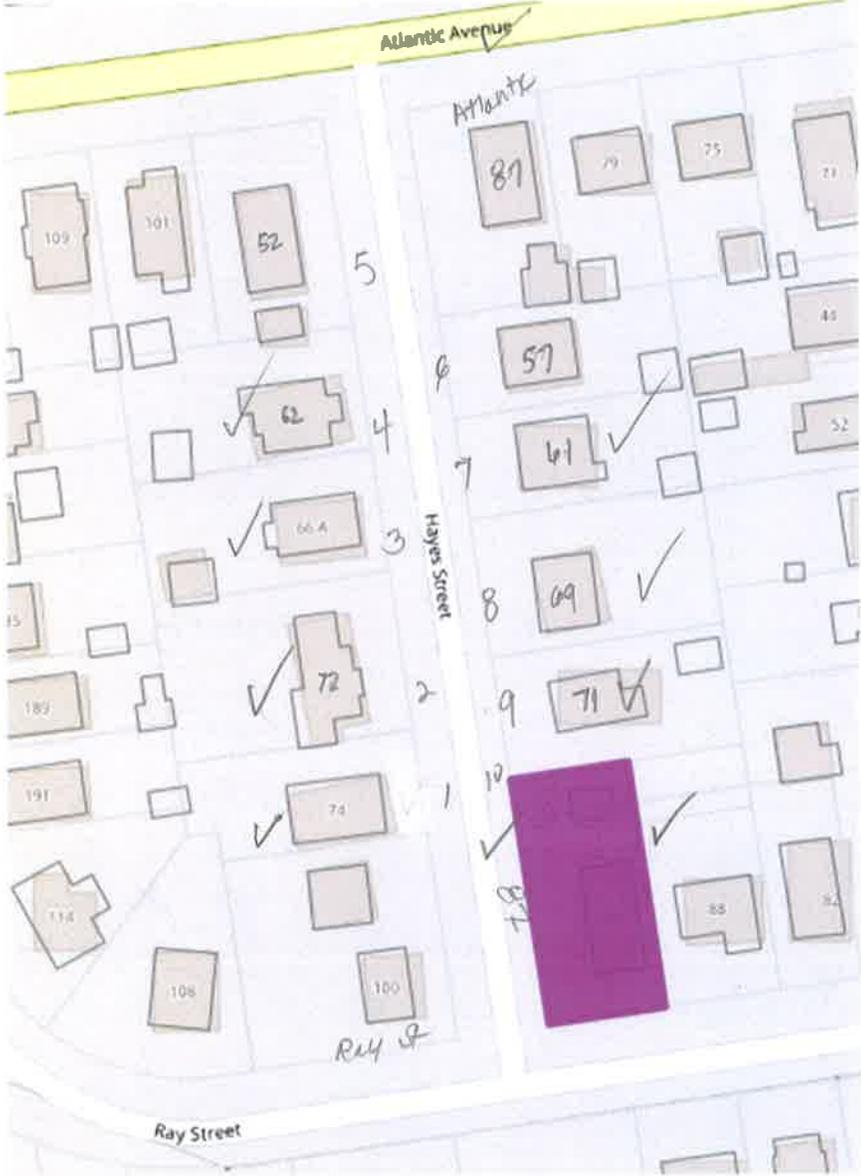
Dallas Draco Ramirez  
 Notary

Dallas Draco Ramirez  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01RA6431645  
 Qualified in Nassau County  
 Commission Expires 04/11/2026

Add more signatures below if required:

<u>APPLICANT'S NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>Gabriel Ramos</u>	<u>66 Hayes St</u>	<u><i>[Signature]</i></u>
<u>Christopher Estevez</u>	<u>89 Atlantic Ave</u>	<u><i>[Signature]</i></u>
<u>Zenobia Monestric</u>	<u>62 Hayes St</u>	<u><i>[Signature]</i></u>

Atlantic Avenue



Ray Street

## Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of Ashley Taliana 37 Hayes Street

Applicant's Name

Address

Freeport

City

New York

State

11520

Zip

347-380-1572

Telephone #

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

**Block Party:** Hayes St. between Atlantic Ave. and Ray Street

**Date:** September 6<sup>th</sup>, 2025

**Rain Date:** September 7<sup>th</sup>, 2025

**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 8:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 8:00 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, i.e. cars, cannot be used to block the roadway.**
- 5. 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.**
- 6. Applicant: Ashley Taliana # 347-380-1572**

**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  07/24/2025  
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      40 North Ocean Avenue, Freeport, New York 11520**  
**Chief of Police      (516) 378-0700      Fax (516) 377-2432**

**TO:**            Pamela Walsh Boening, Village Clerk  
**FROM:**        Assistant Chief Michael G. Williams  
**DATE:**        July 24, 2025  
**RE:**            Block Party- Hayes St. between Atlantic Ave. & Ray St.  
                    September 6<sup>th</sup>, 2025                      Time: 4:00 P.M. to 10:00 P.M.  
                    Rain Date: September 7<sup>th</sup>, 2025

CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY  
2025 JUL 24 P 12:09

RECEIVED

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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  
Assistant Chief

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

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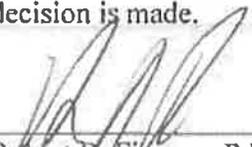
**TO:** Pamela Walsh Boening, Village Clerk  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** July 22, 2025  
**RE:** Block Party Application – Ashley Taliana

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**RE:** Block Party Permit Application  
**Applicant:** Ashley Taliana  
**Date:** Saturday, September 6, 2025  
**Rain Date:** Sunday, September 7, 2025  
**Location:** Hayes Street between Atlantic Avenue and Ray Street  
**Time:** 4:00 pm – 10:00 pm

I have reviewed the above-referenced Block Party Permit Application submitted by Ashley Taliana. 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

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**From:** Raymond Maguire  
**Sent:** Tuesday, July 22, 2025 5:33 PM  
**To:** Pamela Boening  
**Subject:** RE: Hayes Street Block Party 9/6/2025

I have reviewed the Block Party application for September 6, 2025 (Rain Date: September 7, 2025)

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**

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, July 22, 2025 12:33 PM  
**To:** Michael J Smith - Freeport Police Department (smithm@freeportpolice.org) <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Donnie Ethier <ethierd@freeportpolice.org>; Mary Muldowney <Muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** Hayes Street Block Party 9/6/2025

Please send recommendation.

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

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: August 1, 2025

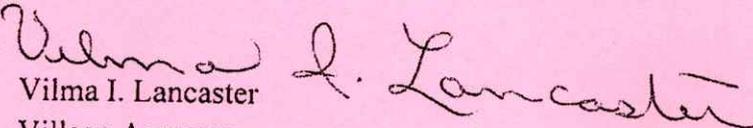
RE: Remove Exemption from 2025//2026 Final Assessment Roll

Permission is requested for the Assessor to remove from 2025/2026 Final Assessment Roll exemptions related to Clergy and Veteran Owned Properties. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / B / 62	237 Maxson Ave	41131 Veteran Wartime Combat 41141 Veteran Wartime Disable 41400 Clergy	41131 - 732  41141 - 1,464  41400 - 1,500	Property Sold 7/23/2025
62 / 103 / 245	725 Miller Ave Unit 217	41121 - Veteran Wartime / Non-Combat	41121 - 365	Property Sold 3 / 3 / 2025

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 2025/2026 corrected property tax bill.

  
Vilma I. Lancaster  
Village Assessor

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

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

**WHEREAS**, the below list consists of changes to assessed tax value after the adoption of the 2025/2026 Final Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / B / 62	237 Maxson Ave	41131 Veteran Wartime Combat 41141 Veteran Wartime Disable 41400 Clergy	41131 - 732  41141 - 1,464  41400 - 1,500	Property Sold 7/23/2025
62 / 103 / 245	725 Miller Ave Unit 217	41121 - Veteran Wartime / Non-Combat	41121 - 365	Property Sold 3 / 3 / 2025

**WHEREAS**, the Assessor reviewed the application and made the recommendation that the exemption be removed from the 2025/2026 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 2025/2026 Final Assessment Roll and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

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

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

**Date:** July 30, 2025

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

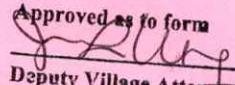
**Re:** Rate Case Filing  
BST & CO. CPAs, LLP

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Attached is a consulting agreement for BST & CO. CPAs, LLP (BST) to provide support services associated with the upcoming electric rate case before the New York Public Service Commission (PSC). BST will be developing revenue requirements for the test year, evaluating revenue allocations and rate design options, preparing exhibits, and preparing testimony. BST's proposed budget for the development and submission of the rate filing to the PSC will be capped at \$29,500.00 plus out-of-pocket expenses. If post-filing support is needed, including responding to information requests from the PSC and settlement and litigation activities, the extra cost is estimated at \$10,000.00 (billed in accordance with the firm's hourly rates) plus out-of-pocket expenses. The total budget is \$39,500.00 plus out-of-pocket expenses. Any assistance from outside consultants will be billed separately and only upon prior approval from the Village. The post filing fee is dependent on the degree of work required by the PSC staff and any expense in excess of the approved amount will require pre-approval.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board retroactively approve an agreement with BST & CO. CPAs, LLP of 10 British American Blvd., Latham, NY 12110 for support services relating to the electric rate case for the not-to-exceed cost of \$29,500.00 plus out-of-pocket expenses for services associated with the filing of the rate case and \$10,000.00 (billed in accordance with the firm's hourly rates) plus out-of-pocket expenses for as needed post rate case filing services. The contract term will run from June 1, 2025, to February 28, 2027. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement. This service shall be funded through budget line E110000 WO #2541. This expense is a recoverable cost related to a rate filing. There are sufficient funds available for this expense.

  
Eric Rosmarin  
Superintendent of Electric Utilities

Approved as to form  
  
Deputy Village Attorney

ER:db  
Attachment

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

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

**WHEREAS**, the Village is in the process of preparing and filing a rate case with the New York State Public Service Commission (PSC) and requires the assistance of consultants; and

**WHEREAS**, BST & Co. CPAs, LLP (BST), 10 British American Blvd, Latham, New York 12110, is a firm with extensive experience with municipalities with electric utilities and has worked on numerous rates cases, and as the current auditors for the Village, BST is familiar with the workings of the electric utility, which results in cost savings for the Village; and

**WHEREAS**, BST will be developing revenue requirements for the test year, evaluating revenue allocations and rate design options, preparing exhibits, and preparing testimony; and

**WHEREAS**, the preliminary and submission phase of this project will be billed on an hourly basis; and

**WHEREAS**, BST's proposed budget for the development and submission of the rate filing to the PSC will be capped at \$29,500.00 (plus out-of-pocket expenses); and

**WHEREAS**, the post-submission phase (if needed) will also be billed at an hourly rate, for an extra cost estimated at \$10,000.00 (plus out-of-pocket expenses); and

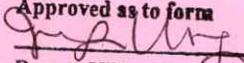
**WHEREAS**, for both phases of this project will be for a total cap of \$39,500.00 (plus out-of-pocket expenses) for a contract term from June 1, 2025, to February 28, 2027; and

**WHEREAS**, this expense will be charged to E110000 WO #2508 and there are sufficient funds to cover this expense; 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 is hereby authorized to execute any documents necessary to approve the contract with BST & Co. CPAs, LLP (BST), 10 British American Blvd, Latham, New York 12110, for the preliminary and submission phase of this project billed on an hourly basis, for a total cap of \$39,500.00 (plus out-of-pocket expenses) for a contract term from June 1, 2025, to February 28, 2027.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**BST & CO. CPAs, LLP**

**JUNE 1, 2025 – FEBRUARY 28, 2027**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 BST & CO. CPAs, LLP, with an office located at 10 British American Blvd., Latham, NY 12110 (hereinafter referred to as "BST"):

### WITNESSETH:

WHEREAS, BST has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport Electric Utility, in particular assisting Freeport Electric with the development and submission of a rate filing to the NYS Public Service Commission (PSC), and,

WHEREAS, BST 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 BST as an independent contractor, and BST 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 June 1, 2025, and shall terminate on February 28, 2027, 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 nine (9) herein. The IVF will compensate BST for only those services rendered prior to the termination of the contract.

### 3. *Compensation.*

For all services rendered by BST under this Agreement for the development and submission of a rate filing to the PSC, the IVF shall pay BST a fee not to exceed \$29,500.00 plus customary out-of-pocket expenses. Fees for outside specialized services, as needed, will be billed separately and is not included in this cost. Outside services will only be retained with the prior consent of the IVF.

Cost for post filing efforts, if needed, will be billed on an hourly basis, as per the attached fee schedule (Attachment 1). This expense will be capped at \$10,000.00 plus out-of-pocket expenses. Any projected expenses over the cap will require approval from the IVF's Board of Trustees.

### 4. *Duties.*

BST's Scope of Work:

#### **Preliminary Work**

- A. BST will consult with IVF representatives to further define the intent of the rate filing, including (but not limited to):
  - Data gathering;
  - Expected revenue needs;
  - Rate of return and cash flow requirements;
  - Existing and future debt service requirements;
  - Planned capital improvement programs, and
  - Anticipated changes to operations, maintenance, and administrative expenses.
- B. BST will conduct preliminary, unofficial discussion with PSC staff about the IVF's intentions and needs and PSC requirements in rate increase request filings of this nature, such as:
  - Form of communication of the IVF's request and intentions;

- Information requirements (financial and operational);
  - Parameters, components, format, and support of financial forecasts and rate levels;
  - Timeline of process;
  - Responsibilities for developing and providing information, and
  - Plan for formal rate increase request filing and meetings with PSC staff.
- C. BST will provide the IVF with a letter report/outline of specific steps to be taken, timeline, etc. for completion of rate increase.

**Submission of Rate Increase and Required Information to PSC**

- A. BST will prepare a three-year historical summary of assets, liabilities, revenues, expenses, and changes in cash flow for the IVF's Electric Department for the fiscal years ended February 28, 2023 through 2025.
- B. Based on discussions with IVF representatives regarding anticipated future events, BST will develop a forecasted statement of revenues and expenses, which will include the requested increase in revenues and any anticipated changes in operating costs. This forecasted statement of revenues and expenses would be known as the "Rate Year." Forecasted revenues and expenses in the Rate Year will also be based on historical trends. The PSC considers the "Rate Year" to be the twelve-month period after the new rates go into effect.
- C. Based on A and B above, BST will develop a "Base Year" (fiscal year February 28, 2025). This Base Year will be adjusted for any normalization adjustments (such as weather conditions, gain or loss of customer base, etc.) and adjustments for known increases (decreases) in expenses (such as wage increases, insurance premium increases, retirement increases, etc.). In addition, the Base Year will be adjusted to reflect historic trends. The Base Year, as adjusted, will be the Rate Year on which the IVF's rate of return will be calculated.
- D. BST requires the IVF to prepare a three-year detailed capital improvement plan for expected acquisitions or improvements to operating property. Using the capital improvement plan and existing operating property information, BST will calculate future depreciation expense and develop the IVF's Rate Base in the Rate Year.

- E. BST will prepare explanations and footnotes that link historical trends and information to the adjusted Base Year information.
- F. BST will prepare and submit draft rate tariffs in both paper copy and electronic form, as required.

All information described above will be presented to the IVF's management prior to its submission to the PSC for review and comment. BST will revise any information contained therein, based on IVF's requests. The Rate Filing, which will include IVF revisions, will constitute the submission to the PSC.

**After Rate Case Submission to the PSC**

- A. BST will be available to communicate with PSC staff regarding any questions about the filing. BST will be available to whatever extent the IVF may wish to help respond to any PSC questions or inquiry.
- B. BST will be available to develop any other information requested by the PSC.
- C. BST will provide all information requests and responses to the IVF's Rate Filing Team.

*5. Extent of Services*

BST shall devote such time, attention and energies to the IVF as is required. BST 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 BST shall not disclose any information, IVF documents and/or other information given to or acquired by BST in the course of performing its duties except as may be required by a competent authority with jurisdiction over the matter.

*6. No Participation.*

BST acknowledges and agrees that this contract shall not give or extend to BST 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 BST under the terms of this Agreement. Moreover, BST will hold the IVF harmless for any

automobile liability that may occur on IVF property. BST further acknowledges and agrees that BST will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to IVF employees.

*7. Death or Disability.*

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

*8. Assignment.*

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

*9. Notices.*

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

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

BST & CO. CPAs, LLP  
10 British American Blvd.  
Latham, NY 12110

*10. Confidentiality.*

BST 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 or to disclosures to the extent they are required by a competent authority with jurisdiction over the matter.

11. *Entire Agreement and Waiver.*

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement", whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

12. *Amendments.*

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

13. *Parties in Interest.*

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

14. *Severability.*

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

15. *Subject Headings.*

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

16. *Applicable Law.*

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

17. *Disclosure.*

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

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

**INCORPORATED VILLAGE OF FREEPORT**

BY: \_\_\_\_\_  
**ROBERT T. KENNEDY, MAYOR**

BST & CO. CPAs, LLP  
BY: Brendan Kennedy  
**BRENDAN K. KENNEDY, PARTNER**

Approved as to form  
[Signature]  
Deputy Village Attorney

# ATTACHMENT 1

BST GROUP, INC.

## FEE SCHEDULE

<b>Staff</b>	<b>2025 Hourly Rates</b>
Partner	\$400 - \$550
Director and Senior Manager	\$240 - \$415
Manager	\$185 - \$275
Senior Associate (In-Charge)	\$170 - \$250
Associate	\$140 - \$165
Internal Client Servers	\$150 - \$175
Interns	\$125 - \$140

**FREEPORT FIRE DEPT.**  
**Raymond F. Maguire**  
**Executive Director**

FF Richard T. Muldowney Jr. Plaza  
15 Broadway PO Box 290  
Freeport, N.Y. 11520  
(516) 377 2190 Fax (516) 377 2499  
E Mail: rmaguire@freeportny.gov

**August 7, 2025**

**To: Mayor Robert T. Kennedy**  
**Board of Trustees**

**Re: Emergency Replacement of Motors for Fire/Rescue Boat**

---

As you are aware we have been experiencing significant problems with the two (2) motors on the Fire/Rescue Boat. Our boat mechanic has indicated that he is unable to repair the motors to a point that they would be reliable. The current motors are 2001 and 2005 models. This is presenting a public safety concern.

We have located a local vendor who can replace the motors within two weeks. The vendor information is as follows: Doc Side Marine, 136 Club House Road, Bellmore, NY 11710. This will get the boat back in service to protect our community.

The boat motors we have identified are proven reliable and effective for our needs. The Firefighters of our Dive/Marine Unit have invested significant time in researching the most reliable application for our boat. The Suzuki motors meet and exceed the expectations and performance requirements of our Dive/Marine Unit. The Wantagh Fire Department have installed these motors on their boat and have been very happy with their performance. Therefore, we are confident that these motors will significantly enhance the operations of our dedicated Firefighters in the emergency services environment.

We have consulted with Village Counsel and they have confirmed that this would qualify as an emergency purchase. Therefore, it would be exempt from competitive bidding.

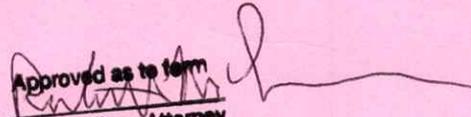
We respectfully request your permission to approve an emergency expenditure not to exceed \$ 66,000.00 (See quotes attached) so that the two (2) motors can be installed asap. We have identified funding and will coordinate with the Comptroller to assign an "Unanticipated Expense" line for this emergency purchase.

Thank you for your consideration in this matter

If you have any questions, or need further information, please feel free to contact me.

Sincerely,

  
Raymond F. Maguire  
Executive Director

  
Approved as to form  
Deputy Village Attorney

Attachment

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

**WHEREAS**, the Fire Department has been experiencing significant problems with the two (2) motors on the Fire/Rescue Boat; and

**WHEREAS**, the Village boat mechanic has indicated that he is unable to repair the motors to a point that they would be reliable; and

**WHEREAS**, the Department has consulted with Village Counsel and they have confirmed that this would qualify as an emergency purchase; and

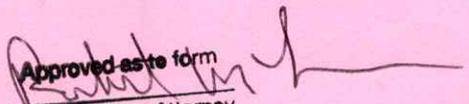
**WHEREAS**, the Executive Director of the Fire Department is requesting Board approval for the emergency purchase of two (2) boat motors from Doc Side Marine, 136 Club House Road, Bellmore, NY 11710, in the amount not to exceed \$66,000.00; and

**WHEREAS**, funding for this emergency purchase will be under an "Unanticipated Expense" line; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of the Fire Department, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to effectuate the emergency purchase of two (2) boat motors from Doc Side Marine, 136 Club House Road, Bellmore, NY 11710, in the amount not to exceed \$66,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

Doc Side Marine  
136 Clubhouse Road  
Bellmore, NY 11710 US  
(516) 221-9818  
docsidemarine@gmail.com

## Estimate



ADDRESS

Freeport Fire Department  
Attn Matt Colgan

ESTIMATE #	DATE	EXPIRATION DATE
3504	01/23/2025	01/30/2025

ACTIVITY	QTY	RATE	AMOUNT
Freeport Fire Department - 2005 Boston Whaler 26 Justice			
Suzuki DF250APX5 - 25 Inch Shaft - Suzuki Precision Control - Nebular Black Motor	2	23,630.00	47,260.00T
SUZUKI DUAL ENGINE SPC BINNACLE KIT - 1ST STATION - 67000-98L24	1	2,879.70	2,879.70T
IGNITION/EMERGENCY STOP SWITCH PANEL - HORIZONTAL - 37100-98L20	1	179.37	179.37T
SPC MAIN HARNESS 31' - 36620-98L10	2	338.35	676.70T
SUZUKI MULTI FUNCTION GAUGE - 34011-96L45	2	554.03	1,108.06T
SMG4 CABLE KIT - 990C0-88L00-KIT	1	99.05	99.05T
SMG4 MULTI GAUGE ADAPTER - 36667-96L40	1	69.17	69.17T
RIGGING TUBE KIT	2	85.00	170.00T
MISCELLANEOUS MATERIALS - CLEANERS, SOLVENTS, SEALANTS, SS HARDWARE, OILS ETC	1	425.00	425.00T
SUZUKI 3 BLADE STAINLESS STEEL PROPELLER - 3X16X? - ONE COUNTER ROTATION PROP AND ONE STANDARD ROTATION PROP	2	696.49	1,392.98T
LABOR	16	145.00	2,320.00T

### SUZUKI 3 YEAR WARRANTY FOR GOVERNMENT USE

THIS ESTIMATE IS ASSUMING YOUR CURRENT HYDRAULIC STEERING SYSTEM IS COMPATIBLE WITH AND IN GOOD WORKING CONDITION.

PAYMENT DUE 30 DAYS FROM FINAL INVOICE/DELIVERY OF VESSEL BACK TO FREEPORT FIRE DEPARTMENT.

Doc Side Marine  
136 Clubhouse Road  
Bellmore, NY 11710 US  
(516) 221-9818  
docsidemarine@gmail.com

## Estimate



ADDRESS

Freeport Fire Department  
Attn Matt Colgan

ESTIMATE #	DATE	EXPIRATION DATE
3503	01/23/2025	01/30/2025

ACTIVITY	QTY	RATE	AMOUNT
Freeport Fire Department - 2005 Boston Whaler 26 Justice			
GROUP 27 BATTERY - CRANKING	2	225.00	450.00T
GROUP 27 BATTERY - DEEP CYCLE - HOUSE BATTERY	2	215.00	430.00T
BATTERY DISTRIBUTION CLUSTER - TWIN ENGINE WITH HOUSE BATTERY SWITCH - MARBEP717140A	1	591.43	591.43T
MISCELLANEOUS MATERIALS - 2 GAUGE RED BATTERY CABLE, 2 GAUGE BLACK BATTERY CABLE, 2 GAUGE TERMINAL ENDS, HEAT SHRINK TUBING, BATTERY CABLE POSTS, SS MOUNTING HARDWARE ETC	1	350.00	350.00T
LABOR - REMOVE CURRENT BATTERY SWITCHED AND BATTERY CABLES, ROUTE AND INSTALL NEW BATTERY SWITCH CLUSTER, BATTERIES, MAKE ALL NEW BATTERY CABLES TO THE BATTERIES, BATTERY SWITCH CLUSTER, BATTERY TERMINAL BLOCKS FOR THE ENGINES AND POWER AND GROUND SUPPLY FOR HOUSE BATTERY SYSTEMS	8	145.00	1,160.00T

PAYMENT DUE 30 DAYS FROM FINAL INVOICE/DELIVERY OF VESSEL BACK TO FREEPORT FIRE DEPARTMENT.

ALL WORK CASH ON DELIVERY

I am authorized to order the above listed work, including labor, parts and materials for the boat, motor(s) and/or trailer described above. I agree to pay the regular retail prices in cash or on acceptable terms to you, upon the completion of the work ordered.

No verbal commitments were made to me other than what was written on this order.

X \_\_\_\_\_

Date \_\_\_\_\_

SUBTOTAL

2,981.43

TAX (0)

0.00

TOTAL

**\$2,981.43**

Accepted By

Accepted Date

Doc Side Marine  
 136 Clubhouse Road  
 Bellmore, NY 11710 US  
 (516) 221-9818  
 docsidemarine@gmail.com

Estimate



ADDRESS  
 Freeport Fire Department  
 Attn Matt Colgan

ESTIMATE #	DATE	EXPIRATION DATE
3512	01/23/2025	01/30/2025

ACTIVITY	QTY	RATE	AMOUNT
Freeport Fire Department - 2005 Boston Whaler 26 Justice			
ROCKER SWITCH - PRINTED LABELS ON SWITCHES	12	18.69	224.28T
PUSH BUTTON CIRCUIT BREAKER - RESET ONLY	12	9.39	112.68T
285 SERIES THERMAL CIRCUIT BREAKER - MAIN FEEDS TO DASHBOARD WIRING, T-TOP WIRING ACCESSORIES AND BILGE ACCESSORIES	3	71.79	215.37T
ATO/ATC BLADE FUSE BLOCK SYSTEM - 5026 - 12 GANGS	2	79.99	159.98T
ATO/ATC BLADE FUSE BLOCK SYSTEM - 5025 - 6 GANGS	1	67.39	67.39T
ATO/ATC FUSE - VARIOUS AMP SIZES	30	2.00	60.00T
BUS BAR - GROUND CONNECTIONS - 2105 - 12 GANGS	1	79.99	79.99T
MARINCO DUAL USB AND 12V SOCKET - 12VCOMBO	1	33.59	33.59T
MISCELLANEOUS MATERIALS - WIRES, HEAT SHRINK CONNECTORS, RING TERMINALS, SPADE CONNECTORS, WIRE TIES, WIRE TIE HOLDERS, HEAT SHRINK TUBING, WIRE LOOM, CLEANERS, SOLVENTS, SEALANTS, SS HARDWARE	1	500.00	500.00T
LABOR - COMPLETE BOAT REWIRE FOR ALL ACCESSORIES AND ELECTRONICS - REMOVE CURRENT WIRING AND HARNESSSES - REMOVE CORRODED POWER AND GROUND BLOCKS - INSTALL NEW POWER AND GROUND BLOCKS - RUN NEW WIRING FROM POWER AND GROUND BLOCKS TO ALL ACCESSORIES AND CONNECT WITH MARINE GRADE HEAT SHRINK CONNECTORS - INSTALL RESETTABLE BREAKERS WHERE NEEDED FOR POWER AND GROUND BLOCK FEEDS - REUSE CURRENT DASHBOARD SWITCH PANEL FOR SWITCHES AND RESETTABLE BREAKERS FOR ROCKER SWITCHES.	28	145.00	4,060.00T
THIS DOES NOT INCLUDE THE REPLACEMENT OF CURRENTLY INSTALLED ACCESSORIES/FIXTURES INCLUDING BUT NOT LIMITED TO VHF RADIOS, STEREO, COURTESY LIGHTS, NAVIGATION LIGHTS, PORT PLUS ETC			
PAYMENT DUE 30 DAYS FROM FINAL INVOICE/DELIVERY OF			

ACTIVITY

QTY RATE AMOUNT

VESSEL BACK TO FREEPORT FIRE DEPARTMENT.

ALL WORK CASH ON DELIVERY

SUBTOTAL

5,513.28

I am authorized to order the above listed work, including labor, parts and materials for the boat, motor(s) and/or trailer described above. I agree to pay the regular retail prices in cash or on acceptable terms to you, upon the completion of the work ordered.

TAX (0)

0.00

TOTAL

**\$5,513.28**

No verbal commitments were made to me other than what was written on this order.

X \_\_\_\_\_

Date \_\_\_\_\_

Accepted By

Accepted Date

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

**To: Mayor Robert Kennedy**

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

**Date: July 24, 2025**

**RE: PBA Memorandum of Agreement**

---

Enclosed please find a proposed Memorandum of Agreement (MOA) between the Village and the Freeport PBA. The MOA amends the current agreement and extends the contract through 2/28/2033. The negotiated salary increases (2.75%) per year do not change during the first two years of the agreement (the period remains in the existing contract term). The significant changes are as follows:

- Base salary increases of 3.5% per year for each year between 3/1/26 and 3/1/32
- \$500 increase to the yearly longevity payment for years 6 – 15 (years 16 and over received this same increase in the 3/1/22 contract)
- Juneteenth is added as a paid holiday
- Payments for missed meals and mileage are removed
- The opt out payment is reduced to 40% of the cost of the premium. This now matches the CSEA pay structure and is a reduction of approximately \$4,000 per opt out currently but is likely to increase as premiums increase

There are additional modifications to the contract terms which are more operational in nature but are contained in the attached MOA. The undersigned and Village Counsel negotiated the terms of the agreement and feel that the additional year at a moderate rate of salary increases provides the village with budgetary stability and removes the uncertainty associated with negotiating increases for an environment which will likely produce higher salary increases in the future.

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

Approved as to form

Village Attorney

7/24/2025

Conor Kirwan

INTER-DEPARTMENTAL MEMO

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

**WHEREAS**, the Freeport Police Benevolent Association (PBA) and the Village of Freeport have discussed Memorandum of Agreement (MOA) 2025; and

**WHEREAS**, the MOA amends the current agreement and extends the contract through 2/28/2033; and

**WHEREAS**, the negotiated salary increases (2.75%) per year do not change during the first two years of the agreement (the period remains in the existing contract term); and

**WHEREAS**, the significant changes are as follows:

- Base salary increases of 3.5% per year for each year between 3/1/26 and 3/1/32
- \$500 increase to the yearly longevity payment for years 6 – 15 (years 16 and over received this same increase in the 3/1/22 contract)
- Juneteenth is added as a paid holiday
- Payments for missed meals and mileage are removed
- The opt out payment is reduced to 40% of the cost of the premium. This now matches the CSEA pay structure and is a reduction of approximately \$4,000 per opt out currently but is likely to increase as premiums increase

**WHEREAS**, there are additional modifications to the contract terms which are more operational in nature but are contained in the MOA; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby retroactively authorized to sign any and all documentation necessary to effectuate the Memorandum of Agreement with the Freeport Police Benevolent Association (PBA) 2025.

The Clerk polled the Board as follows:

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

*[Signature]*  
Approved as to form

Village Attorney

7/2-1/2025

MEMORANDUM OF AGREEMENT

Memorandum of Agreement dated this \_\_\_\_ day of July, 2025, by and between the Village of Freeport (the "Village") and the Freeport Police Benevolent Association (the "PBA").

WHEREAS, the Village and the PBA are parties to a collective bargaining agreement which expires on February 29, 2028; and

WHEREAS, authorized representatives for the Village and PBA met to negotiate an extension and successor agreement; and

WHEREAS, the parties have reached a tentative agreement which is subject to the approval of the Village Board and ratification by the membership of the PBA; it is stipulated and agreed as follows:

1. The terms of the current collective bargaining agreement shall be continued except as modified by this Memorandum of Agreement.
2. All proposals which are not addressed in this Memorandum of Agreement are withdrawn.
3. The term of the successor agreement shall be seven (7) years, effective through February 28, 2033.
4. The effective date of all provisions contained in this Memorandum of Agreement shall be March 1, 2026, unless otherwise stated.

5. Wages  
Wages for all titles and steps shall be as follows:

Effective March 1, 2026	Two and three quarters (2.75%) percent
Effective March 1, 2027	Two and three quarters (2.75%) percent
Effective March 1, 2028	Three and one-half (3.50%) percent
Effective March 1, 2029	Three and one-half (3.50%) percent
Effective March 1, 2030	Three and one-half (3.50%) percent
Effective March 1, 2031	Three and one-half (3.50%) percent
Effective March 1, 2032	Three and one-half (3.50%) percent

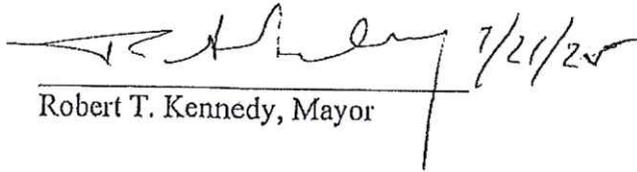
6. Longevity  
Increase longevity as follows:

Years 6-9	\$500
Years 10-14	\$500
Year 15	\$500

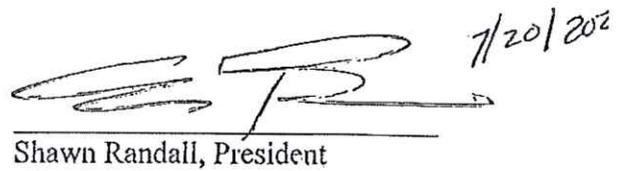
7. Holidays  
Juneteenth shall be added as a contractual holiday.
8. Mileage Allowance  
Mileage allowance as provided in Section 11.0 of the CBA shall be removed.
9. Meal Allowance  
Meal allowance as provided in Sections 9.1 and 9.3 of the CBA shall be removed.
10. Missed Meals  
Employees shall have the option to allocate missed meal payments into their accrued time bank.
11. Detectives  
Effective January 1, 2026, amend CBA Section 8.2 to eliminate the two (2) additional days of work for detectives.
12. Termination Pay  
Effective July 1, 2025, remove the thirty (30) year cap in CBA 35.2.
13. Vacation  
Effective January 1, 2026, members may opt to defer sixty (60) hours of their annual vacation accruals to retirement. This deferral must be exercised at the time of annual vacation picks and is irrevocable. Once banked, the time may not be utilized unless approved by the Village for catastrophic illness or injury. Members will be paid in their severance checks at the rate in effect at the time of their retirement.
14. Paybacks  
Effective January 1, 2026, amend Section 8.0 of the CBA so an employee will be notified at least four (4) days prior to being required to work a payback tour.
15. Health Plan Waiver  
Effective March 1, 2026, amend Section 25.2 of the CBA to reflect an opt-out payment for waiving Village sponsored health insurance equal to 40% of the cost of inclusion in the plan. Employees who were opted out on March 1, 2026, shall continue to receive 50% of the cost of inclusion in the plan. Any member who opted out of the Village-sponsored health insurance as of March 1, 2026, and subsequently opts back in, will be eligible for an opt-out payment equal to 40% of the cost of plan inclusion if they choose to opt out again at a later date.

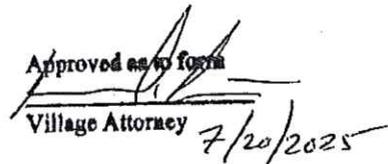
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

For the Village of Freeport:

 7/21/25  
Robert T. Kennedy, Mayor

For the Freeport Police Benevolent Association:

 7/20/2025  
Shawn Randall, President

Approved as to form  
  
Village Attorney 7/20/2025

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

**To: Mayor Robert Kennedy**

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

**Date: July 25, 2025**

**RE: Crossing Guard Services**

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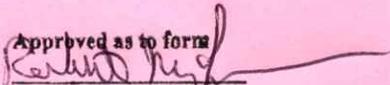
Request is made to propose a contract with Crossing Guard Services LLC, 750 Summer Street, Suite 210, Stamford, CT 06901, to provide crossing guard services to the Village of Freeport.

The Village has provided these services on a contract basis since 3/1/18. Utilizing a private entity to perform this work is cost advantageous and protects the Village from any liability associated with the functions. The Village's previous provider increased their prices to an extent that was unsustainable and declined the opportunity to match the proposed prices of the new vendor.

The contract contains an hourly rate of \$32.80 for the 2025-2026 school year, \$34.40 for the 2026-2027 school year and \$36.00 for the 2027-2028 school year. As a comparison, the proposed renewal rate of the existing provider was \$46.14. The total not to exceed cost for the remainder of the fiscal year is \$170,000. The expected annual cost is \$300,000. The proposed first year cost represents a decrease of \$20,000 over the previous contract term. The cost will be charged to budget line A143004 /545700.

If this meets with your approval please place this on the next available Board agenda to enter into this agreement, as described, for a term effective 9/1/25 through 8/30/27.

  
Conor Kirwan

*Approved as to form*  
  
Deputy Village Attorney

INTER-DEPARTMENTAL MEMO

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

**WHEREAS**, the Executive Director of Human Resources is requesting Board approval to enter into a contract with Crossing Guard Services, LLC to provide crossing guard services to the Village of Freeport; and

**WHEREAS**, the Village has provided these services on a contract basis since March 1, 2018; and

**WHEREAS**, the contract with Crossing Guard, LLC, 750 Summer Street, Suite 210, Stamford, CT 06901, contains an hourly rate of \$32.80 for the 2025-2026 school year; \$34.40 for the 2026-2027 school year; and \$36.00 for the 2027-2028 school year; and

**WHEREAS**, the total not to exceed cost for the remainder of the fiscal year is \$170,000; the expected annual cost is \$300,000; (the proposed first year cost represents a decrease of \$20,000 over the previous contract term); and

**WHEREAS**, the contract will be for a term from September 1, 2025 to August 30, 2027; and

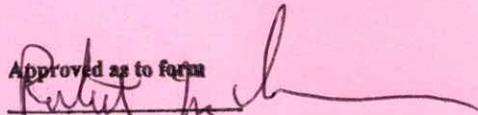
**WHEREAS**, this service shall be funded through various account numbers including A312004 545700 (Non-Employee Salaries); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board hereby approves, and the Mayor be is hereby authorized to execute a contract with Crossing Guard Services, LLC, 750 Summer Street, Suite 210, Stamford, CT 06901, for an hourly rate of \$32.80 for the 2025-2026 school year; \$34.40 for the 2026-2027 school year; and \$36.00 for the 2027-2028 school year; for the not to exceed cost \$170,000 for the remainder of the fiscal year; for a term from September 1, 2025 to August 30, 2027.

The Clerk polled the Board as follows:

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

Approved as to form

  
Deputy Village Attorney



## AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated \_\_\_\_\_, 2025 and is between the VILLAGE OF FREEPORT located at 46 N Ocean Avenue Freeport, NY 11520 (hereinafter called the "Village"), and CROSSING GUARD SERVICES LLC, a Connecticut company (hereinafter called the "Contractor").

### WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about \_\_\_\_\_, 2025 and ends on \_\_\_\_\_ 202\_\_ and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks, physical examination and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Village.
3. The Village's representative in dealing with the Contractor shall be designated by the Village of Freeport.
4. The Village shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. The Contractor shall only appoint/hire any individual as a school crossing guard, who at a minimum:

- a. Is a citizen of the state of New York;
  - b. Is sound in body and of good health;
  - c. Is of good moral character; and
  - d. Has not been convicted of any criminal offense involving moral turpitude or children.
8. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas. Such training shall consist of a minimum of one hour of classroom instruction which shall include information on methods of traffic control and the duties and responsibilities of adult school crossing guards and a minimum of eight hours of field training in which the trainee shall be supervised by an experienced adult school crossing guard.
  9. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under the Village 's jurisdiction as well as any requested special events throughout the year. The Contractor also agrees to maintain communication with the Village 's representative to maintain proper scheduling.
  10. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
  11. The Contractor shall at all times maintain Workers' Compensation insurance covering its employees per statutory requirements and with Employers Liability Limits of not less than \$1,000,000. Contractor shall provide and maintain General Liability insurance of not less than \$1,000,000 Per Occurrence / \$2,000,000 in the Aggregate encompassing their Crossing Guard activities. It is agreed that said policy will afford Contractual Liability, full Cross Liability, Severability of Interests and Separation of Insureds provisions. It is further agreed that the Policy will include coverage for any claims arising from or allegations of Sexual Abuse & Molestation. Contractor shall provide and maintain Auto Liability including all Owned, Hired & Non-Owned vehicles with Limit of Liability of not less than \$1,000,000 Combined Single Limit. Contractor shall provide and maintain Excess/Umbrella Liability of not less than \$3,000,000 to include Employers, General and Auto Liability as underlying. All insurers shall be rated A- or better by AM Best and be admitted in the State of New York. Excepting only the Workers Compensation, all Policies referenced shall name the Village, its officers, agents and employees as Additional Insured, on a Primary and Non-Contributory basis. It is further agreed that all policies shall contain a provision requiring Notice of Cancellation to the Village of not less than 30 days, excepting 10 days for non-payment of premium.
  12. A waiver of subrogation in favor of the Village of Freeport, its officers, agents and employees shall be included on all policies.
  13. Contractor agrees to defend, indemnify and hold harmless the Village, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other

organization arising out of the performance of the Contractor, their acts or omissions of Contractor, its agents, employees, subcontractors, representatives or invitees.

- a. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
- b. In the event the Village, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay the Village, its officers, agents, or employees, any and all costs and expenses incurred by the Village, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
- c. In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of the Village, liability will be apportioned between Contractor and Village based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify Village will be limited accordingly.

14. Either party shall have the right to terminate this Agreement by giving thirty (30) days written notice to the other party.

15. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the Village.

16. The Village agrees to pay the Contractor for the Services rendered pursuant to this Agreement the below hourly bill rate for the corresponding Agreement year, per Crossing Guard hour worked during the contract period.

	Hourly Wage	Hourly Bill Rate
Year 1	\$20.50	\$32.80
Year 2	\$21.50	\$34.40
Year 3	\$22.50	\$36.00

17. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

18. The Village may request a price increase to the Crossing Guard's rate at any time. The Village's rate will be calculated by taking the requested Crossing Guard's hourly rate and multiplying by 1.60.

19. The Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide Village with 60 days notice of its request to increase pricing. The Village agrees to review and respond to said notice within 30 days of receipt.

20. The Village shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

21. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to the principles of conflicts of laws.
22. The Contractor shall prioritize Village of Freeport residents for first choice in filling all open positions, ensuring that qualified local candidates are considered before extending the search to non-local applicants.
23. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

VILLAGE

Village of Freeport

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

CONTRACTOR

Crossing Guard Services LLC

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

Approved as to form  
  
Deputy Village Attorney

**INTER-DEPARTMENT CORRESPONDENCE  
FREEPORT POLICE DEPARTMENT**

**TO: Robert T. Kennedy, Mayor**

**FROM: Donnie Ethier, Deputy Chief**

**DATE: July 30<sup>th</sup>, 2025**

**RE: Approval of the New York Highway Safety Grant**

This is to request Village Board approval of the attached contract from the Governors Traffic Safety Committee (GTSC) between the Village of Freeport and the State of New York. The New York State Highway Safety Grant consists of funding for overtime patrols to reduce the number of pedestrian-related crashes, injuries and deaths.

The contract provides \$16,400.00 for this program and is in effect from October 1<sup>st</sup>, 2025 to September 30, 2026. There is no matching funds requirement for this program.

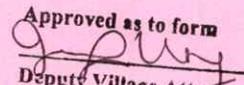
The contact person for this program is Maureen Kozakiewicz, New York State Governor's Traffic Safety Committee, 6 Empire State Plaza Room 410B, Albany, NY 12228. Her contact information is 518-948-1655 and [Maureen.Kozakiewicz@dmv.ny.gov](mailto:Maureen.Kozakiewicz@dmv.ny.gov).

Instructions indicate to sign and return the wet copy of signature page of the contract. The signatures must be notarized.

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



Donnie Ethier  
Deputy Chief

Approved as to form  
  
Deputy Village Attorney

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

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

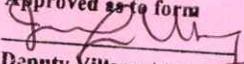
**WHEREAS**, the program consists of funding for overtime patrols to participate in initiatives to reduce the number of pedestrian related crashes, injuries and deaths on New York's roads; and

**WHEREAS**, the contract provides \$16,400.00 with no matching funds requirement from the Village for a term from October 1, 2025 to September 30, 2026; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and is hereby authorized to execute any and all documentation necessary to effectuate a grant agreement between the New York State Governor's Traffic Safety Committee, 6 Empire State Plaza Room 410B, Albany, NY 12228, and the Incorporated Village of Freeport, in the amount of \$16,400.00, for a term from October 1, 2025 to September 30, 2026.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

## CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.
2. Once the attached Signature page is signed by an authorized representative (**see below**) **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.
3. The completed Signature page must be emailed to [GTSCContracts@dmv.ny.gov](mailto:GTSCContracts@dmv.ny.gov).
4. The Signature page with the original "wet" signatures must be mailed to:  
New York State Governor's Traffic Safety Committee  
Attn: Contract Coordinator  
6 Empire State Plaza, Room 410  
Albany, NY 12228
5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.
6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

### **Authorized Representative:**

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

**STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE**

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract on the dates below their signatures.

CONTRACTOR:  
FREEPORT VILLAGE OF

STATE AGENCY:  
New York State Governor's Traffic Safety Committee

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

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

Printed Name

Mary Arthur

Printed Name

Title: \_\_\_\_\_

Title: Program Manager

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

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

JUSTIN O'CONNOR  
Director



## Department of Motor Vehicles

(518) 474-0972  
Fax: (518) 473-8948

### GOVERNOR'S TRAFFIC SAFETY COMMITTEE 6 EMPIRE STATE PLAZA • ALBANY, NY 12228

July 29, 2025

Jessica Ramo  
Police Officer  
Freeport Village Police Department  
40 North Ocean Avenue  
Freeport, NY 11520-3073

Re: HS1-2026-Freeport Village PD -00111-(030)  
Highway Safety Grant 2026  
T007493  
CFDA #: 20.616  
EFFECTIVE DATE: October 1, 2025

Dear Police Officer Jessica Ramo:

On behalf of the Governor's Traffic Safety Committee (GTSC), I am pleased to notify you that the Freeport Village Police Department has been awarded \$16,400 to participate in New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by your organization, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee and, if applicable, the Offices of the New York State Attorney General and New York State Comptroller.

Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

Thank you for participating in New York State's Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the GTSC at (518) 474-5111.

Sincerely,

A handwritten signature in black ink that reads "Justin O'Connor".

Justin O'Connor  
Director

JMO:bp

**STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T007493</p> <p>CONTRACT TYPE (select one):</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME:</p> <p>FREEPORT VILLAGE OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) <input type="checkbox"/> Amendment (list periods)</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000956 Federal Tax ID Number: 116002111</p>	<p>PROJECT NAME:</p> <p>Highway Safety Grant 2026 (HS1-2026-Freeport Village PD -00111-(030))</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20.616</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>46 N OCEAN AVE FREEPORT, NY 11520</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>46 N OCEAN AVE</p> <p>FREEPORT, NY 11520</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>40 NORTH OCEAN AVENUE FREEPORT, NY 11520</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS:</p> <p>j.ramo@freeportpolice.org</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

**STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 10/01/2025                      To: 09/30/2026</p> <p><b>AMENDED TERM:</b></p> <p>From:    To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p><i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i></p> <p><b>CURRENT:</b>        \$16,400</p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p><input type="checkbox"/> State</p> <p><input checked="" type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
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**ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):**

- Appendix A
  
- Attachment A:
  - A-1 Agency Specific Terms and Conditions
  - A-2 Program Specific Terms and Conditions
  - A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
  
- Attachment B:
  - B-1 Expenditure Based Budget
  - B-2 Performance Based Budget
  - B-3 Capital Budget
  - B-4 Net Deficit Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  - B-4(A) Net Deficit Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting
- Other:

**STATE OF NEW YORK  
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

**WHEREAS**, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

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

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

<sup>1</sup> For modifications required by the Federal government see Section I(M).

**B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

**E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

**H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

**I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join

as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

**J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

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

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

#### **N. Renewal:**

**1. General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

**2. Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of

the Contract.

## II. TERMINATION AND SUSPENSION

### A. Termination:

#### 1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

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

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

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

#### **4. Suspension:**

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

### **III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

#### **B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain

provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

#### **D. Property:**

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out

its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

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

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

#### **F. Confidentiality:**

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

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

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

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

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

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

#### **G. Publicity:**

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III (F)(2) (Publicity) hereof.

#### **H. Web-Based Applications-Accessibility:**

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

#### **I. Unemployment Insurance Compliance:**

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

#### **J. Charities Registration:**

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

#### **K. Vendor Responsibility:**

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

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

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

#### **L. Workers' Compensation Benefits:**

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

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

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

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

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

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

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

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

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

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

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

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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

**Notices to the State shall be addressed to:**

New York State Governor's Traffic Safety Committee  
Attn: Program Manager  
6 Empire State Plaza, Room 410B  
Albany, NY 12228

**Notices to the Contractor shall be addressed to:**

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

or

Email: [j.ramo@freeportpolice.org](mailto:j.ramo@freeportpolice.org)

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

**ATTACHMENT A-2**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

Equipment that costs \$10,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

**REPORTING** - The Attachment D (Payment and Reporting) section of this contract outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may

request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report outside of the regular reporting format. This reporting would be in addition to the reports outlined in Attachment D.

**MONITORING** - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period.

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

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

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

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

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

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

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

**NONDISCRIMINATION**

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

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

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

The contractor:

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

### **POLITICAL ACTIVITY (HATCH ACT)**

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

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

### **RESTRICTION ON STATE LOBBYING**

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

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

#### **Instructions for Primary Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed

covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

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

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

#### Instructions for Lower Tier Certification

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## BUY AMERICA

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## CERTIFICATION ON CONFLICT OF INTEREST

### GENERAL REQUIREMENTS

No employee, officer, or agent of a Contractor or its subcontractor who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contracts or subcontract, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subcontract. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subcontract. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the contractor's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The contractor shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

### DISCLOSURE REQUIREMENTS

No Contractor or its subcontractor, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The contractor shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to the State. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. The state will forward the disclosure to NHTSA. NHTSA will review the disclosure and may require additional relevant information from the subcontractor. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any contractor, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a contractor, and the officers, employees or agents of a contractor who are

responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**End of Attachment A-3 - Federally Funded Grants and Requirements Mandated by Federal Laws**

**ATTACHMENT B  
BUDGET**

**Budget Type: B-1 Expenditure Based Budget**

Contract Periods

Contract Type: **Fixed Term Agreement**  
Contract Term: **10/01/2025 to 09/30/2026**  
Contract Amount: **\$16,400.00**

Contract Period Information Details

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

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

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

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

**Contract Period Information**

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Work Plan Indicator
1	10/01/2025 - 09/30/2026	\$16,400.00			X	X

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

**PROJECT NAME:** Highway Safety Grant 2026  
(HS1-2026-Freeport Village PD -00111-(030))

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**CONTRACTOR NAME:** FREEPORT VILLAGE OF

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**CONTRACT PERIOD NUMBER:** 1

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**CONTRACT PERIOD:** From: 10/01/2025  
To: 09/30/2026

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**Detailed Budget Summary**

**Personal Services**

Job Title	#	Salary Amount	Fringe Amount	Total Amount
Police Officer		\$16,400.00		\$16,400.00
<b>Total:</b>		\$16,400.00		\$16,400.00

**Commodities**

Item	Amount	
N/A	\$0.00	
<b>Total:</b>		\$0.00

**Travel: In-State**

Description	Amount	
N/A	\$0.00	
<b>Total:</b>		\$0.00

**Travel: Out-of-State**

Description	Amount	
N/A	\$0.00	
<b>Total:</b>		\$0.00

**Equipment**

Description	Amount	
N/A	\$0.00	
<b>Total:</b>		\$0.00

**Other Costs**

Description	Is cost for a subcontractor?	Amount
N/A	No	\$0.00
<b>Total:</b>		\$0.00

**Total Other Than Personal Services: \$0.00**  
**Grand Total: \$16,400.00**

**ATTACHMENT C**  
**WORK PLAN**  
*SUMMARY*

**PROJECT NAME:** Highway Safety Grant 2026  
(HS1-2026-Freeport Village PD -00111-(030))

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**CONTRACTOR NAME:** FREEPORT VILLAGE OF

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**CONTRACT PERIOD NUMBER:** 1

**CONTRACT PERIOD:** From: 10/01/2025  
To: 09/30/2026

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

SEE ATTACHED WORK PLAN

**Project Name**  
Highway Safety Grant 2026 (HS1-2026-Freeport Village PD -00111-(030))

**Contractor Name**  
FREEPORT VILLAGE OF

**Contract Period Number**  
1

**Contract Period**  
10/01/2025 - 09/30/2026

**GRANT GOAL(S)**

- Reduce the amount of pedestrian related crashes
- Educate the motorists and pedestrians of pedestrian safety

**PROBLEM IDENTIFICATION:**

According to the Nassau County Crash Data Hub, the Freeport Police department responded to 482 crashes during the reporting period of October 2023 through September 2024. Of those crashes approximately 12% were pedestrian related crashes and accounted for 55 injuries and 2 fatalities. The most crashes occurred during the week (Monday through Wednesday) and occurred during the morning and afternoon commutes. We have seen an increase in our pedestrian related accidents by 33% from the year prior, which we would like to decrease.

**PROPOSED SOLUTION:**

In order to decrease the amount of pedestrian related crashes, the department will look to increase the amount of material distributed and citations issued. According to the Nassau County Crash Data hub, failure to yield right of way contributed to more than half of the pedestrian related accidents. Using the Village of Freeport record management system the two fatalities occurred due to pedestrian error. Education and enforcement on these violations will be instrumental to the decrease of pedestrian related crashes.

**GOAL:**

Improve the safety of pedestrians on the road and decrease the amount of Pedestrian related crashes by 10%.

**OPERATIONAL PLAN:**

Freeport Police Department will participate in the state's annual "Operation See! Be Seen!" pedestrian safety enforcement mobilization in June as well as numerous other mobilizations during the grant period. Officers will numerous mobilizations in which they will be directed to one week of warning and material distribution followed by a week of zero tolerance enforcement for pedestrian related violations and any other unsafe violations. Press releases and announcements on social media will be issued in conjunction with enforcement operations.

**EVALUATION PLAN:**

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

**End of Attachment C - Work Plan**

## ATTACHMENT D PAYMENT AND REPORTING

### A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract

term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

**B. Advance Payments and Claiming Requirements:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

**Schedule A: Claiming Requirements**

Period 1: October 1, 2025 – September 30, 2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2025 – 12/31/2025	01/30/2026
2	Quarterly Reimbursement	01/01/2026 – 03/31/2026	04/30/2026
3	Quarterly Reimbursement	04/01/2026 – 06/30/2026	07/30/2026
4	Quarterly Reimbursement	07/01/2026 – 09/30/2026	10/30/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion

of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

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

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

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

Expenditure Report Required

### C. Refunds:

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

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

### D. Progress Reporting Requirements:

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

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

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative

goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

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

**Schedule B: Progress Reporting Requirements**

Period 1: October 1, 2025 – September 30, 2026			
Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	10/01/2025 – 03/31/2026	04/15/2026
2	Work Plan Based	10/01/2025- 09/30/2026	10/15/2026

**E. Special Payment and Reporting Provisions**

**Claims for Reimbursement:**

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

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

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

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

**Reports:**

This Attachment D (Payment and Reporting) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report outside of the regular reporting format. This reporting would be in addition to the reports outlined in this Attachment D.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**End of Attachment D - Payment and Reporting**

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

To: Mayor Robert T. Kennedy  
From: Howard E. Colton, Village Attorney  
Date: June 27, 2025  
Re: Sale of a portion of the property known as 220 West Sunrise Highway

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Utilizing the Costar Commercial Real Estate program, the Village has actively listed a portion of 220 West Sunrise Highway encompassing the areas of power plant one and adjacent parking facilities (other than the Electric Department Administrative Building, the water well in front of said buildings and Hose Company 4) for sale and/or development. *Attached hereto, made a part hereof is a schematic of the area listed for sale.* For the past four hundred plus days (400 +) the property has been on the Costar program and advertised throughout the United States. The property was appraised at approximately 8 million dollars.<sup>1</sup>

During such time, the Village has received four inquiries for the property. One from Atlantic Auto Group for a Genesis Dealership, an inquiry from Mill Creek Development (this office initially spoke to Mill Creek in relation to the DOT parcel) and two separate developers representing Storage Facilities. Atlantic Auto Group initially proposed to purchase the property for 6.2 million and change, but rescinded its offer as a changing economy and car prices, coupled with rising interest rates made such development not-viable.

In our very brief discussions with Mill Creek, they believed that the property would not be suited for residential use, but better suited for commercial and were not interested. One storage facility company looked at the property, but decided not to pursue it. The last developer, Blueprint Development Corporation out of Melville, examined the property and has expressed an interest in purchasing the property for \$7.3 million dollars.

We have met with the developer and they wish to place a storage facility on the site, conforming with the current Business B zoning (adhering to height and various setbacks) attached to the premise, but would require a parking variance. As the issue of parking variances has been before the Zoning Board of Appeals, the Board has normally granted variances because the parking is transitory on the property and would not normally present an issue. The Building Department was at the meeting and also did not see an issue with a storage facility on the premises.

The development would not disturb the Electric Department's administrative building and further would not disturb Hose 4 and would provide additional space for Hose 4. We have discussed that with an Ex-Captain of Hose 4 as well. The parking lot would be encumbered by an easement in

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<sup>1</sup> It is important to note that State law does not specifically prescribe how Villages are to sell property. That is left to the discretion of the Village Board. The one restriction pertains to the purchase price and the method in which such price may be computed. For example, the Attorney General has opined that purchase prices should not go below 5-10 percent of the appraised value.

favor of the Village and would permit Village vehicles to park as needed and the Village would retain control over the driveway.

As a practical matter, the two engines within power plant one are ending the useful life of its Title V permits (which permit the units to operate only for emergencies) and based upon discussions with the State, the Title V permits would face very intense scrutiny if the Village attempted to renew said permits. One only has to look at the issues in Rockville Centre as a guide. That being said, the engines do provide 3 megawatts of power and that is included in the Village's reports to NYISO and provide a credit of sorts to the Village. However, the Village has just installed a micro-grid at the premise and that unit's produces 4 megawatts of power. In a discussion with the Superintendent of the Electric Utility and with Jeff Genzer, the Village would seek to have the 4 megawatts substituted in for the two engines within power plant one. Both parties did not think it would be an issue, and that would be handled by Jeff Genzer to develop the wording, etc.

The removal of the engines would be borne by the Village as a capitol plan, and subject to competitive bidding.

Since the initial contact, the Village has been in discussions with the attorneys for Blueprint and we have drafted a contract for the sale of the premises. The contract is essentially the same that has been utilized by the Village in the past; is for 7.3 million dollars and it is an all-cash transaction.

If approved by the Board, we would anticipate a three (3) month turnaround from contact signing to closing. It is important to note that the Village Budget includes roughly 5.3 million for a property sale (this particular sale) in the current fiscal year. This sale would satisfy that budgetary number and leave a surplus of roughly 2 million dollars in said line. Thus, greatly ensuring a structurally balanced 2025-2026 budget.

I have attached a schematic of the area, and a contract of sale (which the developer is signing as I type and it is aware that it is subject to Board approval). If this meets with your approval, please place before the Board for its review and action (including declaring the parcel surplus and awarding the contract).

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



Howard E. Colton  
Village Attorney

HEC:

enclosures

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

**WHEREAS**, the Village Attorney is requesting Board approval for the Village to enter into a Contract of Sale with Blueprint Community Development, LLC, a New York Limited Liability Company with an address at c/o Suris & Associates, P.C., 395 North Service Road, Suite 302, Melville, NY 11747; and

**WHEREAS**, Blueprint Community has agreed to purchase the premises, 220 West Sunrise Highway (excluding the Administration Building and Hose Co. #4), Section 54/ Block 73/ Lot 126 and part of Section 54/ Block 73/ Lot 50, "as is" for the amount of Seven Million, Three Hundred Thousand Dollars (\$7,300,000); and

**WHEREAS**, if the Board wishes to sell the premises, the property must first be declared surplus, and then the sale can be authorized, provided the sale is for "just and fair," compensation; and

**WHEREAS**, the premise is currently improved by an obsolete power plant; and

**WHEREAS**, as such, the Village may declare the property surplus and sell or otherwise dispose of the property; and

**WHEREAS**, the Village will be represented in the closing by the Village Attorney's Office; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board hereby approves, and the Mayor be and hereby is authorized to conclude negotiations and enter into a contract of sale.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

8/9/2025

PURCHASE AND SALE CONTRACT  
("Contract")

This Contract is entered into as of \_\_\_\_\_ (the "Effective Date") by The Incorporated Village of Freeport, New York, a political subdivision of the State of New York ("Seller"), and Blueprint Community Development LLC, a New York Limited Liability Company (being formed) with an address at c/o Suris & Associates, P.C., 395 North Service Road, Suite 302, Melville, NY 11747 and/or its assigns ("Purchaser").

WITNESSETH :

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below) in accordance with the following terms and conditions:

1. Property. The property will comprise the following.

(To Be Inserted and will note the easements for the Freeport Fire Department and all uses to the southern portion that is not being sold)

The Land and other items described in the preceding paragraph together constitute the "Property."

2. Purchase Price. The purchase price ("Purchase Price") will be \$7,300,000.00 subject to adjustments as provided herein. The Purchase Price will be payable to the Seller in cash or by wire transfer of good funds to the Title Company for payment to the Seller at Closing (as defined below).

3. Earnest Money and Designation of Title Company.

(a) Earnest Money. Within 5 business days after the Effective Date, Purchaser will deposit with East Coast Abstract ("Title Company") the sum of \$600,000. as earnest money hereunder (the "Earnest Money") on contract and \$800,000.00 5 days after Due Diligence is over. The Title Company will deposit the Earnest Money in an interest-bearing account, with interest credited to Purchaser and will become part of the Earnest Money for all purposes under this Contract. The entire Earnest Money will be applied toward the Purchase Price at Closing or will be otherwise held and disbursed as herein provided. The Earnest Money will be deposited by Title Company in an interest-bearing account, with the interest credited to Purchaser and will become part of the Earnest Money for all purposes under this Contract. The entire Earnest Money will be applied towards the Purchase Price at Closing or will be otherwise held and disbursed as herein provided.

4. Purchaser's Due Diligence

(a) Purchaser shall have a period of 60 days, running from the Effective Date, to satisfy itself regarding the suitability of the Property for Purchaser's acquisition (the "Due Diligence Period"). Purchaser shall have the right, at its own cost and expense, to investigate any and all matters related to its acquisition of the Property, including, but not limited to, Seller's ability to convey marketable and insurable title to Purchaser at Closing and the environmental conditions of the Property. Purchaser shall have the right to conduct such inspections of the Property as is reasonably necessary for its evaluation thereof (collectively, the "Purchaser Investigations"). This includes, without limitation, the right to conduct a Phase I and Phase II environmental site assessment, geotechnical probes and borings, a review of a title commitment or title report for the Property (the "Title Commitment"), a survey of the Property (the "Survey"), and other customary inspections.

(b) During the Due Diligence Period, Purchaser may object in writing (such written notice being a "Buyer Objection Notice") to any impediments to development, impediments to rehabilitation, environmental issues, liens, encumbrances, and other matters reflected by any inspection, any report, the Title Commitment, the Survey or any other survey of the Property, or any updates to any of the foregoing. All such matters to which Purchaser so objects shall be "Non-Permitted Exceptions"; all such matters for which no such objection notice is given during the Due Diligence Period shall be "Permitted Exceptions".

(c) Except as otherwise provided in this paragraph, Seller may, but shall not be obligated to, at its cost, cure, remove or, with Purchaser's consent, insure around ("Insure Around") all Non-permitted Exceptions. Seller shall provide written notice (the "Seller Response") to Purchaser within ten (10) days after Purchaser receives the Buyer Objection Notice informing Purchaser of those Non-Permitted Exceptions and Seller elects to cure, remove or seek to Insure Around those Non-Permitted Exceptions or Seller elects not to cure, not to remove or not to seek to Insure around. If Seller fails to provide the Seller Response, then Seller shall be deemed to have elected not to cure, remove or seek to Insure around any of the Non-Permitted Exceptions.

(d) If Seller elects not to cure, remove or seek to Insure Around any such Non-Permitted Exceptions in the Seller Response or fails to deliver the Seller Response, then Purchaser shall have the right to terminate this Contract within ten (10) days after receipt of the Seller Response (or ten (10) days after the deadline for the delivery of the Seller Response if Seller fails to deliver the Seller Response) by providing written

(e) Seller shall be obligated to cause all of the Non-Permitted Exceptions Seller elects to cure in the Seller Response to be removed, cured or Insured Around on or prior to the Closing Date. If Seller does not cause all of the Non-Permitted Exceptions to be removed, cured or Insured Around on or prior to the Closing Date (other than the Mandatory Cure Items, which shall in all instances be removed, cured or Insured Around on or prior to the Closing Date), then Purchaser may elect to either (i) terminate this Contract, in which event the Title Company shall immediately return the Earnest Money to Purchaser without any additional authorizations or approvals of any kind being required, and neither party shall have any further rights or obligations under this Contract except for those which expressly survive termination, or (ii) proceed to Closing, in which event the Non-Permitted Exceptions (other than the Mandatory Cure Items) shall be Permitted Exceptions. Notwithstanding anything in this Contract to the contrary, in no event shall any mortgage, deed of trust, judgment lien, mechanic's or materialman's lien, or other lien or encumbrance securing indebtedness or removable by payment of a sum of money, or any new lien, encumbrance or other matter that is not reflected by the initial Title Commitment or the Survey but is reflected by an updated title commitment or survey, except in all cases any such lien results from acts or omissions of Purchaser or any Purchaser Consultant connection with Purchaser Investigations or otherwise (collectively, the "Mandatory Cure Items"), be a Permitted Exception, regardless of whether or not Purchaser objects to any such Mandatory Cure Item; provided, however, that if Purchaser approves any new lien, encumbrance or other matter in writing, such new lien, encumbrance or other matter shall no longer constitute a Mandatory Cure Item and shall thereafter be a Permitted Exception hereunder.

(f) Purchaser may terminate this Contract at any time during the Due Diligence Period for any reason if the Property is not suitable for Purchaser's planned development, based upon environmental, design, or engineering reasons. The only exception shall be for engineering or environmental concerns that the Seller has elected to cure as more fully set forth herein.

(g) In the event that Purchaser identifies one or more environmental (including wetlands) or engineering conditions upon which it would seek to terminate this Contract, Purchaser shall send written notice to Seller prior to the expiration of the Due Diligence Period, setting forth the conditions due to which Purchaser would seek to terminate the Contract. Within ten (10) business days of receipt of such notice, Seller shall inform Purchaser of whether Seller is willing to cure or remove the conditions identified by Purchaser.

(h) In the event that Seller elects to cure or remove the conditions, prior to Closing, Seller shall remove, cure or remediate the conditions in a manner that permits Purchaser to develop the Property in accordance with the site plan and building permit application Purchaser submits to the Village of Freeport Building Department, without an

Diligence Period based upon the limited reasons specified in this Section 4(d), and in the event that Seller is unwilling or fails to cure or remedy the defects identified by Purchaser as required herein, then this Contract shall terminate. If this Contract is terminated as set forth in the preceding sentence, Seller's Attorney shall immediately return the Earnest Money to Purchaser without any additional authorizations or approvals of any kind being required, and the parties shall have no further obligation under this Contract.

(j) During the Due Diligence Period, and continuing until Closing or the earlier termination of this Contract, Purchaser shall have the right to enter onto the Property, upon notice to Seller, but shall not have to procure the insurance set forth herein. Purchaser's Consultants (defined below) shall have the right to enter onto the Property and conduct the Purchaser Investigations upon notice to Seller, but Purchaser's Consultants must procure the insurance set forth below prior to entering upon the Property. Seller shall cooperate with Purchaser to secure access to the Property at reasonable times. Prior to any entry upon the Property by Purchaser's contractor, agent, employee, consultant or other third parties at Purchaser's direction (each a "**Purchaser Consultant**"), any Purchaser's Consultant entering the Property will deliver to Seller evidence that Seller is included as an additional insured on a primary and noncontributory basis on Purchaser's Consultant's liability insurance coverage issued with combined single limits of not less than One Million Dollars (\$1 000,000) per occurrence. Any Purchaser's Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than Two Million Dollars (\$2, 000,000) and shall, on Seller's request, provide evidence that Seller is named as an additional insured on such policy prior to entering the Property. Any seller delays in allowing access to the property for due diligence will cause an equal extension of time for Due Diligence to the buyer.

(k) Purchaser hereby indemnifies and holds harmless Seller from and against any and all actual losses or costs incurred by Seller due to any injuries to persons or damage to the Land or Improvements resulting from such studies, inspections and/or tests. If Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land or Improvements caused by Purchaser, its agents or representatives to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials not first placed on the Property by Purchaser, its agents, or representatives; or (iii) mere discovery of conditions, facts or circumstances that adversely affect (or may adversely affect) the value of the Property.

5. Approvals and the Process for Filing for the Village Approvals. Purchaser's obligation to purchase the Property and proceed to Closing (as defined in paragraph "10" below) is expressly contingent upon Purchaser's receipt of the Village

A. A grant of all zoning relief requested, either by way of action by the Freeport Zoning Board of Appeals ("the Zoning Board") or by way of waivers issued by the Superintendent of the Freeport Department of Building ("the Superintendent") pursuant to authority granted to the Superintendent to so act by the Village Code;

B. Agreement as to terms of a Services Agreement with the Village of Freeport so that the Village receives 100% of the Village taxes that would be assessed against and levied upon the Property for Village municipal purposes, notwithstanding the grant of any financial assistance within the meaning of the General Municipal Law of the State of New York that is satisfactory to the Purchaser.

It is expressly understood by the parties that the Closing is not conditioned on the Purchaser's receipt of an administrative building permit from the Seller authorizing the construction for the Purchaser's Use.

In furtherance of the provisions of this Section 5, and without limiting the generality thereof, or the obligation of the purchaser to close, Seller agrees that Purchaser shall be authorized, on behalf of Seller as the owner of the Property, to attend and appear before any Village board or department or Other Agencies relating to the Project. Further, Seller shall cooperate with Purchaser in the prosecution of applications ("Applications") to obtain the Approvals and applications (the "Other Agencies Applications") to obtain permits, licenses, approvals, authorizations, benefits, subsidies, tax incentives, and grants from all Other Agencies with respect to the Project. Seller shall execute and authorize the filing of all Applications and Other Agencies Applications.

Purchaser shall, within **TEN (10) business** days after the Effective Date, file an application with the Freeport Department of Buildings seeking a building permit for the Project. The Superintendent shall review the application forthwith and shall issue a denial letter promptly setting forth any zoning variances that would be required in connection with the construction of the Project. Once the denial letter is issued (assuming one is issued), the purchaser will have **TEN (10) business** days to file its application for any necessary variances with the Zoning Board and/or its application for waivers from the Building Superintendent. Upon receipt of such applications, the Zoning Board shall calendar and hold a hearing on the application at its next available public hearing and the Building Superintendent shall review and provide a written determination upon any requested waivers within five days of the receipt of any such application.

6. Representations, Warranties and Covenants of Seller. Seller represents and warrants to Purchaser that Seller presently has and will have at Closing record title to the Property, and that, at Closing, such title will be free and clear of all liens, encumbrances, covenants, restrictions, certain rights-of-way, easements, leases and other matters affecting title, except for the Permitted Exceptions and any easements or rights of way agreed to by the

permits. Seller will make sure that all machinery, engines, etc shall be removed prior to closing.

Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

Seller hereby further represents, warrants and covenants to Purchaser as follows:

(a) No Actions. There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or another governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(b) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized and do not, and, at the Closing Date, will not, result in a breach of any applicable law, ordinance or regulation, or result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which any portion of the Property is bound. This Contract has been duly executed by Seller. No consent of any lender or any other party is required for Seller to enter into this Contract or perform its obligations hereunder. This Contract constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Continued Maintenance. From the Effective Date through the Closing Date, Seller will operate, maintain and manage the Property in the same manner as operated, and maintained. Except for the removal of the diesel engines, Seller shall not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property, without the prior approval of Purchaser, and will maintain its existing insurance policies for the Property. **Land will be delivered free and clear of any debris.**

(d) No Rezoning or Moratoria. Seller covenants that except as provided in Section 5 and otherwise requested or approved by Purchaser in its sole and absolute discretion, Seller will not initiate, seek, permit or approve any rezoning of the Property. In addition, Seller shall not impose a moratorium on the Property or affecting the Property that will inhibit, preclude or in any manner jeopardize the development of the Project as designed and contemplated by the Purchaser. This shall survive Closing.

(e) Insurance. From the Effective Date through the Closing Date, Seller will

the Property. No person occupies the Property or any portion thereof other than Seller.

(f) Agreements. Seller is not a party to any service or other contracts affecting the Property.

(g) Compliance with Laws. The Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property do not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property. There are no unsatisfied requests for repairs, restorations or improvements from any person, entity or authority, including any tenant, lender, insurance carrier or government authority.

(h) Environmental.

(1) The seller has complied with all Environmental Requirements. To the best knowledge of Seller, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property or previously located on the Property and subsequently removed.

(2) To the best knowledge of Seller, prior to Seller's acquisition of the Property, there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property, including but not limited to any underground storage tank, surface impoundment, lagoon or other containment facility for the storage of Hazardous Materials, or sumps, or on-site wells.

(3) To the best knowledge of Seller, there have been no Hazardous Materials on or in neighboring properties which, through soil or groundwater migration, could have moved to the Property.

(4) Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action or (iii) any release or threatened release of a Hazardous Material. "**Remedial Action**" means all actions were undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat, or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care and (z) respond to or correct a condition of

(6) Seller will indemnify, defend and hold Purchaser harmless from any claims, causes of action, losses, damages, demands, judgments, settlements, fines, penalties, expenses and liabilities of every kind, including all expenses of litigation and attorneys' fees: (i) arising from a breach of any Seller representation or warranty set forth in this Contract; (ii) arising from a breach or default under any covenants or agreements set forth in this Contract; or (iii) incurred under Environmental Requirements to address any release of Hazardous Materials for which Remedial Action is required by Environmental Requirements or any violation of Environmental Requirements.

(i) Condemnation. There is no pending or threatened condemnation or similar proceedings affecting or contemplated against the Property.

(j) OFAC Compliance. The seller has not been and will not be a person or entity described by Sec. I of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will not be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(k) Untrue Statement. None of the representations, warranties or covenants made by Seller under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading. Seller shall notify Purchaser if any of Seller's representations or warranties under this Contract are or become untrue promptly upon Seller's discovery thereof.

7. Closing Conditions: Purchaser's purchase of the Property is subject to the satisfaction of the following conditions prior to Closing (collectively, the "**Closing Conditions**"):

(a) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time. All representations and warranties of Seller contained herein will be true, accurate and complete in all material respects at the time of Closing as if made again at such time.

(b) Seller Obligations. Seller will have performed all obligations to be

required by this Contract, and the Title Company will deliver the Title Policy, or the Title Company's commitment to issue the Title Policy, to Purchaser. Purchaser shall accept the Property with all existing improvements thereon and shall be solely responsible for the removal/demolition of any structures or improvements following the Closing of title. The Property will be vacant, unoccupied, and unencumbered by any leases, licenses or other similar agreements at Closing.

(d) Suits or Proceedings. No action, suit or proceeding will be pending or threatened before any court, administrative agency or arbitrator wherein an unfavorable injunction, order, decree, ruling, or charge would: (i) prevent the consummation of this Contract; (ii) cause this Contract from being rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own, control, rehabilitate and develop the Property for Purchaser's Use in accordance with the Purchaser's design specifications as contemplated herein and as detailed in the Purchaser's building permit application and the time for commencement of any such action, suit or proceeding will have lapsed. The terms "action, suit or proceeding" as set forth in this paragraph include, but are not limited to, an Article 78 special proceeding and any other proceeding challenging an action taken by the Village, any agency of the Village or any other municipality or agency. In the event an Article 78 special proceeding or any other proceeding challenging an action taken by the Village, any agency of the Village or any other municipality or agency is commenced, Purchaser, at Purchaser's option, may cancel this contract or adjourn the Closing until the satisfactory resolution, as determined by Purchaser, of any Article 78 special proceeding or any other proceeding challenging an action taken by the Village, any agency of the Village or any other municipality or agency. This shall survive Closing.

(e) Receipt of Village Approvals. Purchaser will have received all Village Approvals in accordance with Section 5 above.

If any Closing Condition is not satisfied by the Closing Date, Purchaser must notify Seller. Seller can choose to fix the issue, but if they don't, Purchaser can either:

- (i) Terminate this Contract by notifying Seller,
- (ii) Proceed with the transaction, or
- (iii) If Seller's failure is a default, exercise remedies under this Contract.

If Purchaser terminates under (i), the Earnest Money will be refunded immediately to Purchaser without further authorization, and both parties will have no further obligations except as stated herein.

10. Closing. The closing ("**Closing**") will take place through an escrow with the Title Company on the date ("**Closing Date**") that is on or about **90 days** after the Effective Date. A party to this Contract will not be required to be present in person at the Closing if such party has delivered all of the items it is required to deliver at the Closing to the Title Company on or before the Closing, provided that if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the

pending at the end of the ninety-(90) day period. Such litigation can extend the closing past such period. The parties will discuss closing while the decision is pending. Such closing shall occur if there is no opposition to said proceeding.

11. Seller's Obligation at Closing. At the Closing, Seller will furnish or deliver, or cause to be furnished or delivered into escrow with Title Company, at Seller's expense, the following instruments and documents, duly executed and notarized (as applicable):

(b) Deed. A Warranty Deed covering the Property (the "**Deed**"), in the form attached as **Exhibit "B"** hereto, which Deed will convey to Purchaser, its designee and/or its assigns good and marketable fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(c) Title Policy. An ALTA Owner's Policy of Title Insurance (with extended coverage) (the "**Title Policy**") issued by **East Coast Abstract and Freedom Land** insuring good and marketable fee simple title to the Property in Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions, and further:

(i) Seller will comply with all Schedule 8 General Requirements (and equivalents) reflected on the Title Commitment, and such requirements will be removed;

(ii) All standard exceptions reflected on the Title Commitment will be removed;

(iii) There will be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the Survey, unless agreed to by the parties and contained within this contract and Deed; and

(iv) Purchaser may receive, at its expense, such other endorsements as may be permitted by applicable insurance regulations as Purchaser may desire.

(d) Bill of Sale. A bill of sale in the form attached as **Exhibit "C"** hereto.

(e) Transfer Tax Declarations. Transfer tax declarations in the form required by applicable governmental authorities.

(f) Seller's Representations Certificate. A certificate indicating that Seller's representations and warranties are true and correct as of the Closing Date.

(g) Seller's Affidavit. A seller's affidavit of title in the Title Company's

by all parties with Seller's applicable contracting procedures, the due approval by all necessary municipal bodies or officers of the transactions contemplated herein, and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(i) Closing Statement. A closing statement setting forth the applicable closing adjustments.

(j) A non-withholding statement that will satisfy the requirements of Section 1445 of the Internal Revenue Code so that the Purchaser is not required to withhold any portion of the Purchase Price for payment to the Internal Revenue Service.

(k) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction, in form and substance reasonably acceptable to Seller.

(l) Possession. Possession of the Property shall be delivered at Closing. Possession of the Property shall be delivered at Closing.

12. Purchaser's Obligations at Closing. At the Closing, Purchaser will deliver into escrow with Seller's Attorney, at Purchaser's expense, the following:

(a) Down Payment on Contract: The Down payment on contract, as per provisions of Sections 2 and 13.

(b) Purchaser's Counterparts. Executed counterparts of any necessary transfer and/or tax declarations and the closing statement.

(c) Evidence of Authority. Such documents as may be reasonably required by Seller or Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(d) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction in form and substance reasonably acceptable to Purchaser.

13. Costs and Adjustments.

(a) Taxes and Closing Costs. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities will be prorated between Purchaser and Seller on the basis of the latest available tax assessments. The apportionment of taxes will be on the basis of the tax rate for the current year of Closing (or the preceding year if the current year's statements are not available) applied to the latest assessed valuation.

indemnify Purchaser against any and all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes are assessed, Seller will pay or escrow with Title Company an amount determined by Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for (1) the fees and expenses of their respective attorneys, (2) one-half of the escrow fees charged by Title Company, and (3) one-half of the Survey costs. As Seller is a municipal corporation and prohibited from paying certain fees, Purchaser will pay for the costs of (i) the tax certificates, (ii) all documentary and other real estate transfer and excise taxes payable in connection with the sale of the Property and recordation of the Deed; (iii) all recording fees; and (iv) the Title Policy. Purchaser will pay the premium for any endorsements Purchaser desires to obtain to the Title Policy. Any other expenses, charges and fees of Closing not otherwise specifically allocated herein or incurred by a specific party will be borne by the parties in accordance with the general custom and practice in Nassau County, New York, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties, unless prohibited by law. It is agreed that (i) section 1402-A of the New York State Tax Law does not apply to this transaction and (ii) pursuant to section 1404 of the New York State Tax Law, the Seller shall pay the Transfer Tax at Closing unless the Seller is exempt from the payment of such tax in which case the obligation to pay the Transfer Tax at Closing shall be borne by the Purchaser.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, rentals, public utility charges, maintenance and service charges and all other normal operating charges of the Property, will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(c) Adjustments. If any adjustments pursuant to this Section 13 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within 20 days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of 1 year after the Closing Date, and either party may dispute any such claim.

#### 14. Indemnification

(a) Seller agrees to indemnify, defend and hold Purchaser harmless of and from any and all liabilities, claims, causes of action, losses, damages, judgments, settlements, expenses, costs and fees, including reasonable attorneys' fees, incurred by or for Purchaser.

warranties or covenants set forth in this Contract, in each case except to the extent caused by the gross negligence or willful misconduct of Purchaser.

(b) Purchaser agrees to indemnify, defend and hold Seller harmless of and from any and all liabilities, claims, causes of action, losses, damages, judgments, settlements, fines, penalties, demands and expenses, of any kind or nature, including, but not limited to, court costs and reasonable attorneys' fees, arising or attributable to events, facts or conditions first arising or first occurring on or subsequent to the Closing Date and which are in any way related to Purchaser's ownership, maintenance or operation of the Property, except to the extent caused by the gross negligence or willful misconduct of Seller.

(c) The provisions of this Section 14 shall survive Closing.

15. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at the Closing: (1) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (2) in the event of a casualty, taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty, condemnation, or taking is a "Material Event" (as defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed \$2,000,000.00 or (b) a casualty, taking or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use of the Property.

16. Notices. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be in writing and will be delivered (except as otherwise provided in this Contract) (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above, and in all such events, properly addressed to the addresses set forth below. Except where otherwise expressly provided to the contrary, notice is deemed given upon delivery (or (i) in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of

Purchaser's Address: C/O Suris & Associates, P.C.  
Attention: Christine Raffa J.D.  
395 North Service Road  
Suite 302  
Melville, NY 11747  
Email: [Ray@Surislaw.com](mailto:Ray@Surislaw.com) and [CRaffa@surislaw.com](mailto:CRaffa@surislaw.com)

Seller's Address: Mayor Robert Kennedy  
Incorporated Village of  
Freeport 46 North  
Ocean Avenue Freeport,  
NY 11520  
Email: [rkennedy@freeportny.gov](mailto:rkennedy@freeportny.gov)

With a copy to:

Village Attorney  
Incorporated Village of  
Freeport 46 North  
Ocean Avenue Freeport,  
New York 11520  
Attn: Howard E. Colton, Village Attorney  
Email: [hcolton@freeportny.gov](mailto:hcolton@freeportny.gov)

17. Remedies.

(a) If Seller fails to timely comply with all conditions, covenants and obligations hereunder, or if any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller, and Purchaser may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations; or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including but not limited to enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein an event of default by Seller will not be deemed to have occurred unless and until Seller has failed to cure within 10 days after receipt of written notice from Purchaser of such default.

b) If Purchaser fails to close the transaction contemplated hereunder in breach of Purchaser's obligations hereunder, such failure will be an event of default by Purchaser ("**Purchaser Default**") and Seller, as its sole and exclusive remedy, may terminate this Contract and receive from Seller's Attorney the Earnest Money deposited with Seller's Attorney as liquidated damages unless Purchaser brings an action within 30

shall not apply to Purchaser's failure to close on the Closing Date

The Earnest Money is agreed upon by and between Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages and the uncertainty thereof, and no other damages, rights or remedies will, in any case, be collectible, enforceable or available to Seller against Purchaser, and Seller will accept the Earnest Money as Seller's total damages and relief, Seller hereby waiving any other rights or remedies to which it may otherwise be entitled.

18. Miscellaneous

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state of New York, and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser.

(c) Descriptive Headings. The descriptive headings of the several sections contained in this Contract are inserted for convenience only and will not control or affect the meaning or construction of any of the terms hereof.

(d) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Contract will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(e) Multiple Originals and Counterparts: Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This Contract and related documents may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein or if an original is required by local custom or law.

(f) Real Estate Commission. Each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract.

based upon any act, statement, or agreement alleged to have been made by the indemnifying party .

(h) Exclusivity Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not market the property, solicit offers or negotiate or enter into any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns .

(i) Assignment. The Purchaser shall have the option at any time through the date of Closing to assign this Contract to a third party, a single-purpose entity in which the members of the Purchaser shall have an interest, including a limited liability company or corporation.

(j) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday. As used in this Contract, "business day" means any day that is not a Saturday, Sunday, federal holiday or federal legal holiday .

(k) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns .

(l) Waiver of Consequential Damages; Limitations on Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, diminution in value, punitive damages or incidental damages. Seller agrees that neither the holders of beneficial interests nor the trustees, officers, members, employees or agents of the Purchaser or any assignee or affiliate of Purchaser shall be personally liable under this Contract.

(m) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser . Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

(n) Confidentiality. Prior to Closing, the terms of this Contract, Purchaser's interest in purchasing the Property, the results of any tests and inspections performed by or on behalf of Purchaser, and any information provided by Seller to Purchaser pursuant to the terms of this Contract, shall be kept and maintained as confidential and shall not be

such parties are directed to maintain the confidentiality of the terms hereof, (b) to establish the rights of either party hereunder, or (c) as compelled by legal process or required by law or an order or requirement of a court, administrative agency or governmental body, provided that the disclosing party hereto shall notify the other party hereto of the facts thereof in writing sufficiently in advance of such disclosure requirement so as to enable the other party hereto to seek a protective order or otherwise prevent or restrict disclosure of such information, and upon request of the other party hereto shall reasonably cooperate with the other party hereto (at the cost and expense of solely the other party hereto) to obtain such protective order or other appropriate remedy. No communication, press release or announcement to the public regarding (i) the existence of this Contract, (ii) the transactions contemplated herein, or (iii) the identity of Purchaser or its constituent members, partners, officers, directors, principals or employees shall be issued or made by Seller without the prior written consent of Purchaser and any information provided by Seller to Purchaser pursuant to the terms of this Contract, shall be kept and maintained confidential and shall not be disclosed by either party to any third party without the prior written consent of the other party. This provision shall not prohibit disclosures:

(a) to the parties' respective attorneys, affiliates, accountants, brokers, capital sources, prospective end users, consultants, contractors, employees, officers, owners or other agents (the "Representatives"), provided such parties are directed to maintain the confidentiality of the terms hereof,

(b) to establish the rights of either party hereunder, or (c) as compelled by legal process or required by law or an order or requirement of a court, administrative agency or governmental body, provided that the disclosing party hereto shall notify the other party hereto of the facts thereof in writing sufficiently in advance of such disclosure requirement so as to enable the other party hereto to seek a protective order or otherwise prevent or restrict disclosure of such information, and upon request of the other party hereto, shall reasonably cooperate with the other party hereto (at the cost and expense of solely the other party hereto) to obtain such protective order or other appropriate remedy. No communication, press release or announcement to the public regarding (i) the existence of this Contract, (ii) the transactions contemplated herein, or (iii) the identity of Purchaser or its constituent members, partners, officers, directors, principals or employees shall be issued or made by Seller without the prior written consent of Purchaser.

(p) Continuing Cooperation. Seller agrees to cooperate with and assist Purchaser in procuring any and all building permits and approvals necessary to commence construction, to assist Purchaser during the construction process, to expedite and facilitate any permit application, and to join with Purchaser in any application or request by Purchaser for post-Closing approvals or permits including the issuance of certificates of occupancy, such that the Project may be built and occupied in accordance with the Purchaser's design specifications as detailed in the Purchaser's building permit application including This provision shall survive Closing.

**EXECUTED** to be effective as of the Effective Date.

**SELLER:**

**The Incorporated Village of  
Freeport**, a Political Subdivision of the  
State of New York

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

**PURCHASER:**

**Blueprint Community Development LLC, a  
New York Limited Liability Company**

**BY:** \_\_\_\_\_

*[Handwritten Signature]*  
**Approved as to form**  
\_\_\_\_\_  
**Village Attorney**

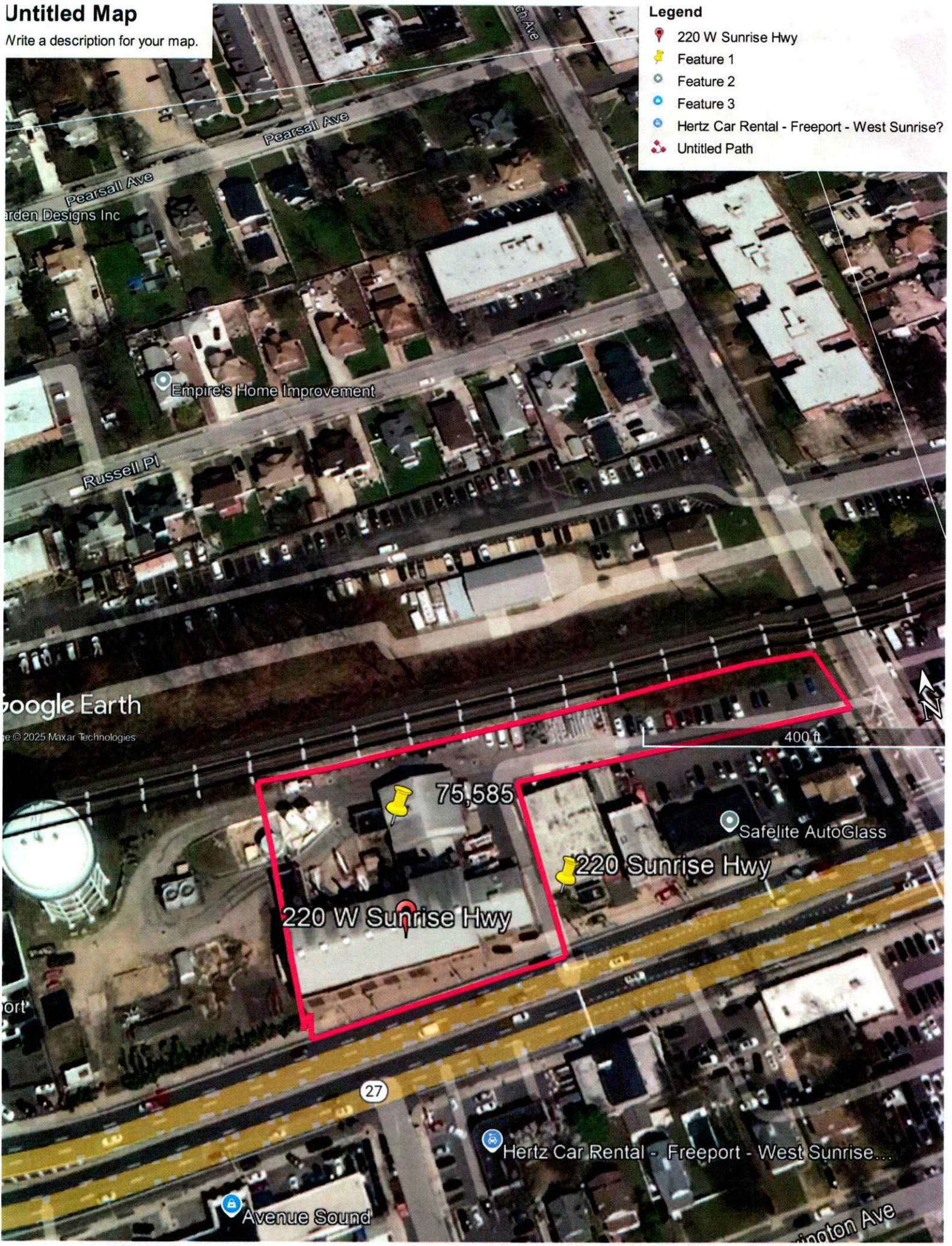
*[Handwritten Date]*  
2/27/2023

# Untitled Map

Write a description for your map.

## Legend

- 📍 220 W Sunrise Hwy
- 📌 Feature 1
- 📍 Feature 2
- 📍 Feature 3
- 📍 Hertz Car Rental - Freeport - West Sunrise?
- 📍 Untitled Path



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

TO: Robert T. Kennedy, Mayor

FROM: Robert McLaughlin, Deputy Village Attorney

DATE: August 7, 2025 (REVISED)

RE: Master Services Agreement  
Bill Review IQ LLC, Bottomline, d/b/a Bottomline

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This agreement was approved by the Board on June 30, 2025, and is being resubmitted for additional approval due to a corporate name change—from Bill Review IQ LLC—and a renegotiation of the payment terms, extending the original 30-day requirement to 60 days.

Our office is requesting that the Village Board approve the attached Master Services Agreement with Bill Review IQ LLC, Bottomline, d/b/a Bottomline a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125.

Bottomline is a company that provides auditing and review of legal bills. As the Village utilizes the services of several outside law firms to handle some of its litigation, the services this company provides ensures that the firms bill consistently for the services it provides.

This contract would run initially for a thirty-six (36) month contract beginning as of the date the contract is signed, and may be terminated by the Village at any time upon 30 days' written notice. Bill Review IQ LLC will provide services as follows:

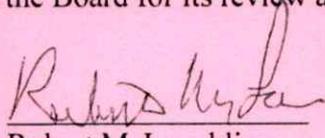
- A. For the performance of the Audit Services as specified herein, the Village agrees to pay Bill Review IQ LLC a fee equal to 2.0% of the gross monetary amount of Designated Service Providers' invoices audited by Bill Review IQ LLC (including such Service Provider fees, costs, and disbursements).
- B. Bill Review IQ LLC will not charge the Village Designated Service Providers any invoice submission charges for Village's invoices or other additional fees without Village's or Designated Service Provider's prior written consent.
- C. Bill Review IQ LLC shall invoice the Village for Legal-X System and Audit Services rendered on a monthly basis. Such invoices shall identify the gross monetary amount of Designated Service Provider invoices audited on the Village's behalf in the preceding month. Village shall pay Bill Review IQ LLC's invoices within sixty (60) days of receipt.

The services have been utilized by Customized Claims for the Village's legal bills for over 2 years and has provided significant savings to the Village

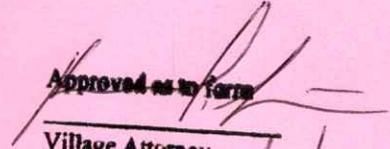
These services are of a specialized nature and are not subject to competitive bidding under GML 103.

Funding for Bill Review IQ LLC will be from account A193104 545500 and there are sufficient funds to cover this expense.

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



Robert McLaughlin  
Deputy Village Attorney



Approved as to form

Village Attorney

8/7/2025

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

**WHEREAS**, on June 30, 2025, the Board approved a Master Services Agreement with Bottomline, d/b/a Legal Share Holdings, LLC, (LSH), a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125, for a thirty-six (36) month contract beginning as of the date the contract is signed, and may be terminated by the Village at any time upon 30 days' written notice; and

**WHEREAS**, the Village Attorney is resubmitted for additional approval due to a corporate name change—from Bill Review IQ LLC—and a renegotiation of the payment terms, extending the original 30-day requirement to 60 days; and

**WHEREAS**, Bill Review IQ LLC, Bottomline, d/b/a Bottomline, is a company that provides auditing and review of legal bills; and

**WHEREAS**, this contract would run initially for a thirty-six (36) month contract beginning as of the date the contract is signed, and may be terminated by the Village at any time upon 30 days' written notice; and

**WHEREAS**, Bill Review IQ LLC, Bottomline, d/b/a Bottomline, will provide services as follows:

- A. For the performance of the Audit Services as specified herein, the Village agrees to pay Bill Review IQ LLC a fee equal to 2.0% of the gross monetary amount of Designated Service Providers' invoices audited by Bill Review IQ LLC (including such Service Provider fees, costs, and disbursements).
- B. Bill Review IQ LLC will not charge the Village Designated Service Providers any invoice submission charges for Village's invoices or other additional fees without Village's or Designated Service Provider's prior written consent.
- C. Bill Review IQ LLC shall invoice the Village for Legal-X System and Audit Services rendered on a monthly basis. Such invoices shall identify the gross monetary amount of Designated Service Provider invoices audited on the Village's behalf in the preceding month. Village shall pay Bill Review IQ LLC's invoices within sixty (60) days of receipt.

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

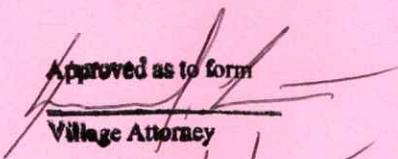
**WHEREAS**, funding for Bill Review IQ LLC, Bottomline, d/b/a Bottomline, will be from account A193104 545500 and there are sufficient funds to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board hereby approves, and the Mayor be and is hereby authorized to enter

into a Master Services Agreement with Bill Review IQ LLC, Bottomline, d/b/a Bottomline, a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125, for a thirty-six (36) month contract beginning as of the date the contract is signed, and may be terminated by the Village at any time upon 30 days' written notice.

The Clerk polled the Board as follows:

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

  
**Approved as to form**

**Village Attorney**

8/7/2025

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

**DIRECTIVE**

TO: Howard E. Colton, Village Attorney July 1, 2025  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 30, 2025:

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

**WHEREAS**, the Village Attorney is requesting Board approval to enter into a Master Services Agreement for auditing and review of legal bills; 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**, Bottomline, d/b/a Legal Share Holdings, LLC, (LSH), a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125, is an independent contractor ready, willing and able to provide services to the Village; and

**WHEREAS**, this contract would run initially for a thirty-six (36) month contract beginning as of the date the contract is signed, and may be terminated by the Village at any time upon 30 days' written notice; and

**WHEREAS**, funding for LSH will be from account A193104 545500 and there are sufficient funds to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board hereby approves, and the Mayor is hereby authorized to enter into a Master Services Agreement with Bottomline, d/b/a Legal Share Holdings, LLC, (LSH), a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125, for a thirty-six (36) month contract beginning as of the date the contract is signed, and may be terminated by the Village at any time upon 30 days' written notice.

The Clerk polled the Board as follows:

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

---

cc:

## Master Services Agreement

This Services Agreement, including all attachments hereto (the "Agreement") is entered into as of the last date of signature below (the "Effective Date"), by and between Bill Review IQ LLC, a Delaware limited liability company with its headquarters at 8125 Sedgwick Way, Memphis, TN 38125 ("Bill Review IQ") and the company identified in the signature block ("Customer").

Bill Review IQ and Customer hereby agree as follows:

### 1. License to the System and Provision of Services.

1.1 Bill Review IQ grants Customer a limited, non-exclusive, non-transferable license to access and use (i) Bill Review IQ's web-based solutions (collectively the "System") as further described in any Schedule attached hereto (individually and collectively "Schedule") and (ii) the applicable system documentation including any user manuals currently available from Bill Review IQ ("Documentation"), for a term commencing on the Effective Date and continuing through termination of this Agreement as provided in Section 3 herein.

1.2 From time to time, Bill Review IQ may develop upgrades and enhancements to the System. If an upgrade or enhancement is made generally available to all customers accessing the System, then such upgrade or enhancement shall be considered part of the System and made available to Customer at no additional charge. If an upgrade or enhancement is offered as an optional feature, such optional feature may be purchased for an additional fee which shall be determined at Bill Review IQ's discretion.

1.3 Bill Review IQ grants the service providers designated by Customer ("Designated Service Providers") a limited, non-exclusive, non-transferable license to access and utilize the System to electronically transmit applicably formatted invoices to Customer and view the status of such invoices online. Designated Service Providers are required to enter into an end user license agreement with Bill Review IQ in the form of a "click-through" agreement prior to accessing the System.

1.4 Bill Review IQ shall deliver invoice review services ("Invoice Review Services") and related implementation and/or training services if such services are specifically set forth in Schedule 1 in accordance with the descriptions, rates and prices set forth therein. Customer shall reimburse Bill Review IQ at cost for all authorized, reasonable and verifiable travel and living expenses incurred in the delivery of any such Services.

### 2. Fees, Payments and Taxes.

2.1 Customer shall pay Bill Review IQ the System and Service fees set forth in Schedule 1 (the "Fees") in accordance with the payment terms therein. Unless

otherwise specified in Schedule 1, all payments are due within sixty (60) days of the date of invoice. In the event that an undisputed invoice is more than ninety (90) days overdue, Bill Review IQ reserves the right to suspend Customer's access to the System by written notice until the outstanding payment is made. Unless otherwise specified in Schedule 1, all payments shall be in U.S. dollars.

2.2 All Fees and expenses are exclusive of all excise, sales, use, transfer and other taxes and duties imposed with respect to the System or Services, or their sale, by any federal, state, municipal or other governmental authority, all of which taxes must be paid by Customer. Customer is responsible for obtaining and providing to Bill Review IQ any certificate of exemption or similar document required to exempt any sale from sales, use or similar tax liability.

2.3 Within thirty (30) days of the invoice date of any disputed invoice, Customer will: (i) notify Bill Review IQ in writing of the specific items in dispute; and (ii) describe in detail Customer's reason for disputing each such item. Within ten (10) days of Bill Review IQ's receipt of such notice, the parties will negotiate in good faith to reach settlement on any items that are the subject of a dispute. If Customer disputes in good faith any portion of an invoice, Customer will pay Bill Review IQ the undisputed amount when due.

### 3. Term and Termination.

3.1 This Agreement shall commence on the Effective Date and shall continue for a period of thirty-six (36) months (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms on the anniversary of the Effective Date (each a "Renewal Term") unless terminated in writing by either party at least ninety (90) days prior to the expiration of the then current term. Notwithstanding the foregoing, Customer may terminate this Agreement at any time upon thirty (30) days advance written notice to Bill Review IQ.

3.2 Either party may terminate this Agreement for a material breach by the other party not cured within thirty (30) days of receipt of written notice of such breach, or such other cure period as may be authorized in writing by the non-breaching party. Either party reserves the right to terminate the Agreement if the other party (i) ceases to conduct the normal course of its business, or (ii) seeks protection under the bankruptcy laws, becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

3.3 Termination of this Agreement shall result in the immediate termination of Customer and its Designated Service Providers' access to the System. Termination shall not affect the obligation of Customer to pay Bill Review IQ all Fees, expenses and any other amounts due and owing

hereunder (including invoices for Services partially performed).

#### **4. Ownership of Intellectual Property.**

4.1 All rights in and to the System, the Documentation and all software utilized by Bill Review IQ to provide the System ("Software"), including, without limitation, all inventions, modifications, derivative works and advances (whether or not patentable or patented), copyrights, trade secrets embodied therein and any materials a part of or accompanying the System or the Software, other than Customer Data (as that term is defined in Section 6 herein), are and remain owned by Bill Review IQ, or its third party licensors as applicable, and may be protected by copyright laws and international treaty provisions. Bill Review IQ reserves any and all rights in and to the System, the Documentation and all Software utilized by Bill Review IQ in providing the System. Bill Review IQ's System, Software and Services may be covered by one or more of the patents as listed at <http://www.botttomline.com/>.

4.2 Customer shall not: (i) copy or reproduce the Software, Documentation or any materials accompanying the System; (ii) delete, conceal, alter or deface copyright or other notices accompanying, embedded in or affixed to the System, Documentation or Software; (iii) modify, alter, translate or prepare derivative works based on the Software, System or any portion thereof; (iv) distribute copies of the Software, Documentation or any portion thereof (or offer services utilizing the Software or System, any portion thereof or any derivative work thereof), to any third party, whether by sale or other transfer of ownership or by rental, lease or lending; display or performance; (v) decompile, reverse engineer, or disassemble the Software or the System, or any portion thereof; (vi) sublicense the Software, System, or any portion thereof; (vii) access and/or utilize the System or Software on behalf of any other person or entity other than Customer, its affiliates and their respective authorized users; or (viii) otherwise disclose or make the System, Software or Documentation available to any other person or entity in any manner without prior written authorization of Bill Review IQ.

4.3 Customer shall notify Bill Review IQ immediately of any unauthorized use of its account or the System or any other breach of security that is known or suspected by Customer. Neither Customer nor any persons using the System on behalf of Customer (including, without limitation, all Designated Service Providers) shall: (i) use the System to transmit any material that may infringe upon the intellectual property rights or other rights of third parties; (ii) transmit any material that contains Self-help Code or software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, or time bombs; (iii) knowingly interfere with or disrupt servers or networks connected to the System or violate the regulations, policies or procedures of such Networks; or

(iv) attempt to gain unauthorized access to the System, other accounts, computer systems or networks connected to the System, through password mining or any other means.

4.4 Customer and Bill Review IQ agree to comply with Bill Review IQ's Security Terms for the System and provision of the Services, attached hereto as **Schedule 2**.

#### **5. Intellectual Property Indemnification.**

5.1 Bill Review IQ shall defend, at its expense, any suit against Customer based upon a claim that Customer's use of the System infringes any U.S. patent, trade secret or copyright, and to pay any settlement, or any damages finally awarded, in any such suit. Bill Review IQ's obligations under this Section shall not be effective unless Customer notifies Bill Review IQ in writing of any claim or threatened or actual suit within thirty (30) days of knowledge thereof and Customer gives control of the defense and settlement, along with Customer's reasonable cooperation, to Bill Review IQ. Bill Review IQ shall not agree to any settlement which imposes any liability or restriction on Customer without Customer's prior written consent, which consent shall not be unreasonably withheld or delayed.

5.2 In the event of a third-party infringement claim, Bill Review IQ may, at its own option and expense, (i) procure for Customer the right to continue to use the System; (ii) make the System non-infringing; or (iii) terminate this Agreement and refund any Fees prepaid by Customer for periods following termination. Bill Review IQ shall have no liability for any claim based on (i) Customer's use of the System other than in accordance with the rights granted under this Agreement; (ii) Customer's use of the System in combination with other service offerings, software, hardware or equipment not provided or authorized by Bill Review IQ, where such infringement would not have occurred, but for such combination; or (iii) intellectual property rights owned by Customer or any of its affiliates.

5.3 This Section 5 states Customer's sole remedy and Bill Review IQ's exclusive liability in the event that Customer's use of the System infringes on the intellectual property rights of any third party.

**6. Customer Data.** Customer shall own all of the data it inputs into the System ("Customer Data"). Bill Review IQ shall access Customer Data as necessary to provide the Services set forth in Schedule I. Customer shall have sole responsibility for the accuracy, quality, legality, reliability, appropriateness and copyright of all Customer Data. Customer hereby grants Bill Review IQ the right to copy Customer Data stored in the System for the purpose of importing such Data into PartnerSelect for access and use by Customer and Customer's Designated Service Providers. For avoidance of doubt, Bill Review IQ will not disclose Customer's attorney-client privileged information, attorney work product, or any case related personally identifiable information. Upon termination of the Agreement, Customer

Data will be returned to Customer within thirty (30) days from the termination date in Bill Review IQ's then standard format.

**7. Support Services.** Provided that Customer has paid all Fees, expenses and any other amounts due hereunder, Customer shall be entitled to Bill Review IQ's support services ("Support") as further described in Bill Review IQ's then current Service Level Availability Agreement for Legal-X available upon request. Telephone support is provided between 8:00 AM ET and 8:00 PM ET, Monday through Friday, excluding Bill Review IQ holidays. Support requests may be made by Customer via telephone or emails to Bill Review IQ's Help Desk as follows: Legal-X: 866-645-7444, [legalxsupport@bottomline.com](mailto:legalxsupport@bottomline.com). PartnerSelect: 800-579-0152, [partnersupport@bottomline.com](mailto:partnersupport@bottomline.com).

**8. Limited Warranty.**

8.1 Bill Review IQ warrants to Customer that the System will operate in accordance with the applicable Documentation during the term of this Agreement (the "Warranty"). Customer's exclusive remedy, and Bill Review IQ's entire liability for a breach of the Warranty, shall be to promptly remedy such breach at no additional charge to Customer. Customer must report any such breach to Bill Review IQ in writing within thirty (30) days of discovering such breach in order to receive the remedies set forth herein.

8.2 Bill Review IQ warrants that the Services will be performed in a professional manner in accordance with applicable industry standards and shall conform to any descriptions set forth in Schedule 1. Customer's exclusive remedy and Bill Review IQ's entire liability for non-conforming Services shall be for Bill Review IQ to promptly remedy such nonconformance at no additional charge to Customer. Customer must report any nonconformance in the Services to Bill Review IQ in writing within thirty (30) days of completion of the Services in order to receive the remedies set forth herein.

8.3 Bill Review IQ shall not be responsible to remedy any failure or nonconformance if, and to the extent, such failure or nonconformance was caused by one or more of the following circumstances: (i) force majeure events; (ii) the acts or omissions of Customer, its employees, agents and/or Designated Service Providers; (iii) failure of the Customer's or its Designated Service Provider's hardware, software, or Internet connections, and (iv) use of the System in a manner for which it was not designed or intended.

8.4 THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR

FITNESS FOR A PARTICULAR PURPOSE). EXCEPT AS SPECIFICALLY SET FORTH HEREIN, BILL REVIEW IQ DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE, THE SYSTEM WILL OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SERVICE OR DATA NOT SPECIFIED BY BILL REVIEW IQ, OR ALL ERRORS OR DEFECTS WILL BE CORRECTED.

**9. Confidentiality.**

9.1 Each Party agrees that all materials, specifications, reports, statements of work, price lists, client lists, documents, and information provided to it by the other party (the "disclosing party") and designated "Confidential" at the time of disclosure shall be considered as confidential (the "Confidential Information"). For avoidance of doubt, the terms and pricing set forth in this Agreement, the System, Software and Documentation and Customer Data shall be considered Confidential Information. Each party agrees to hold the other party's Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party without prior written authorization of the other party.

9.2 Confidential Information shall not include any information which: (i) is known by the receiving party or is publicly available at the time of disclosure by the disclosing party to the receiving party through no breach of this Agreement by the receiving party; (ii) becomes publicly available after disclosure by the disclosing party to the receiving party through no breach of this Agreement by the receiving party; (iii) is hereafter rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; (iv) is disclosed with the prior written consent of the disclosing party; or (v) is required to be disclosed pursuant to any judicial or administrative proceeding, provided that the receiving party immediately after receiving notice of such action notifies the disclosing party of such action to give the disclosing party the opportunity to seek any other legal remedies to maintain such information in confidence.

9.3 All Confidential Information disclosed hereunder will be and remain the property of the disclosing party and the receiving party shall (at the disclosing party's election) promptly destroy or return to the disclosing party any and all copies thereof upon termination or expiration of this Agreement and/or at any time upon the written request of the disclosing party unless retention of a copy of such data is required by law. Upon the request of the disclosing party, the receiving party shall certify any such destruction in writing. Termination of this Agreement shall not relieve the parties of confidentiality obligations set forth herein with respect to Confidential Information disclosed prior to the effective date of such termination, and said obligations shall survive the termination of this Agreement for as long as the

party possesses any such Confidential Information.

9.4 Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Section. Accordingly, in such event, the aggrieved party may seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the party who has breached or threatened to breach this Section.

9.5 Notwithstanding anything to the contrary in this Agreement, Bill Review IQ may (i) compile statistical and other information related to the performance, operation and use of the System, Software, Support Services, Customer Data, and other transaction and usage data, and (ii) use data from the System, Software, Support Services, Customer Data, and other transaction and usage data in aggregated form for security and operations management, to create statistical analyses, to improve and enhance the user experience, and for research and development purposes (clauses i and ii are collectively referred to as "Data Analyses"). Bill Review IQ may make Data Analyses publicly available; however, such Data Analyses will anonymize Customer's identity and shall not incorporate transaction and usage data, Customer Data or other Confidential Information in a form that could serve to identify Customer. Bill Review IQ retains all intellectual property rights in Data Analyses.

#### 10. Limitation of Liability.

BILL REVIEW IQ'S ENTIRE LIABILITY ARISING OUT OF THE LICENSING, SALE, ACCESS, USE OR SUPPLYING OF THE SYSTEM, SOFTWARE AND/OR SERVICES TO CUSTOMER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT CAUSING SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

#### 11. General Terms

a. **Non-Solicitation.** While this Agreement remains in effect and for one (1) year following the termination of the Agreement, neither party shall directly or indirectly recruit, solicit or hire any employee of the other party, or induce or attempt to induce any employee of a party hereto to terminate his/her employment with the other party; provided

that either party shall be permitted to hire any employee of the other party who responds to a general employment advertisement or solicitation.

b. **Publicity.** Neither party will use the other party's trademarks, service marks, logos, and/or branding without the other party's prior written consent. Notwithstanding the foregoing, each party may list the other party as a customer or supplier (as applicable) in its marketing and/or investment materials and releases.

c. **Assignment.** This Agreement may not be assigned, delegated or transferred by either party without the prior written consent of the other party unless such assignment, delegation, or transfer is to: (i) an Affiliate, which for purposes of this Agreement shall mean any entity controlled by, under common control with or controlling such party, with "control" meaning an ownership interest of greater than fifty percent (50%); or (ii) a third party acquiring all or substantially all of such party's stock or assets related to the business described herein, through purchase, merger, consolidation or otherwise. To the extent permitted by this Agreement, this Agreement shall inure to the benefit of the permitted successors and assigns of both parties.

d. **Force Majeure.** Except for Customer's obligations to pay amounts owed to Bill Review IQ, in no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign enemies, terrorist acts, labor disputes, strikes, or interruption or failure of electricity or telecommunications services.

e. **Notice.** All notices to be given in connection with this Agreement shall be in writing and either delivered by hand, sent by facsimile, overnight courier, or sent by certified or registered mail, return receipt requested. Such notices shall be addressed to the applicable party at the address for such party set forth in the signature blocks to this Agreement, or to such other address as a party may designate by notice pursuant hereto.

f. **Survival; Severability; Waiver.** Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term of this Agreement constitutes consent to any subsequent breach.

g. **Independent Contractor.** In providing Services

under this Agreement, Bill Review IQ will be acting as an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purposes. Neither party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other party except as expressly set forth in this Agreement. This Agreement shall not be construed to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of this Agreement.

**h. Compliance with Law; Export Laws.** The parties shall comply with applicable requirements of all federal, state, and local laws, ordinances, codes, and regulations, including, but not limited to, those related to export compliance in performing its obligations under this Agreement. Further, the parties shall comply with all applicable U.S. export control laws and regulations and U.S. sanctions and anti-boycott laws. Customer shall not use the System or the Services, and will not permit the System or the Services to be used for, any purposes prohibited by U.S. law. Bill Review IQ may suspend Services and access to the System and/or terminate this Agreement in the event that Bill Review IQ is required to do so by any law, regulation or regulatory body.

**i. Dispute Resolution; Governing Law.** Any claim, dispute or disagreement arising out of this Agreement (a "Claim") is governed by the laws of the State of New York without regard to conflict of law provisions and shall be resolved as follows: (a) The parties shall attempt to resolve

any Claim promptly by negotiation between executives who have authority to settle the Claim. Within 30 days after delivery of a notice of Claim from either party, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Claim. All such negotiations shall be treated as confidential settlement negotiations for purposes of applicable rules of evidence. (b) Any Claim not resolved pursuant to the preceding paragraph shall be resolved by a New York state or federal court, and the parties irrevocably consent to this jurisdiction and those courts for all Claims. In any litigation relating to this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, in addition to any other relief awarded.

**j. End User Devices.** Bill Review IQ shall not be responsible or liable for any illegal or unauthorized access to or release of any end user data from any end user's device (such as but not limited to cell phones, tablets, and PC's) whatsoever, including, but not limited to, any access or release arising from the accessing of an end user's login credentials and/or login to an end user's account(s) by malware, viruses, or worms for malicious or criminal activities.

**k. Entire Agreement.** This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written or implied, and sets forth the entire agreement between Bill Review IQ and Customer with respect to the subject matter hereof. No amendment, modification or change may be made to this Agreement except by written instrument signed by each party.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute this Agreement as of the date set forth above.

**Bill Review IQ LLC**

**Customer:** \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Notification Address**

**Customer Notification Address**

Attention: Legal Contracts  
8125 Sedgwick Way  
Memphis, TN 38125

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Handwritten Signature]*  
**Approved as to form**  
\_\_\_\_\_  
**Village Attorney**  
*8/7/2025*

## SCHEDULE 1

### to Master Services Agreement

### Legal-X and Expert Bill Review

#### 1. Description of the Legal X System

Legal-X® is Bill Review IQ's proprietary web based legal spend management solution that includes e-billing capabilities, rules based automated invoice validation of invoices submitted to the System by Customer's Designated Service Providers, advanced reporting tools and financial data and matter management capabilities.

#### 2. Description of the Invoice Review Services.

Bill Review IQ will utilize its expertise in the auditing of invoices submitted to Customer by its Designated Service Providers seeking payment from Customer for services rendered, and associated costs and disbursements. Bill Review IQ shall review and monitor such Designated Service Providers invoices to determine the extent of compliance with Customer's billing guidelines ("Service Provider Firm Guidelines"), and to identify specific deviations from those guidelines. Bill Review IQ shall provide the Invoice Review Services in accordance with the instructions provided by Customer. Customer shall at all times retain the ultimate discretion and authority to amend, modify, construe, and interpret its Service Provider Guidelines, and to determine whether any request for payment of a Designated Service Provider's fees or associated costs and disbursements should be approved or denied. Bill Review IQ understands and agrees that Customer's instructions as to the processing and determination of any and all Designated Service Provider invoices submitted to Bill Review IQ pursuant to this Agreement shall be final.

#### 3. Reports

Standard reports are available on a self-service basis. Customer may request reports by submitting a written request to Bill Review IQ. In response, Bill Review IQ will prepare a Statement of Work or other documentation that sets forth the effort required to produce such reporting.

#### 4. Fees and Payment.

A. For the performance of the Audit Services as specified herein, Customer agrees to pay Bill Review IQ a fee equal to 2.0% of the gross monetary amount of Designated Service Providers' invoices audited by Bill Review IQ (including such Service Provider fees, costs, and disbursements).

B. Bill Review IQ will not charge Customer's Designated Service Providers any invoice submission charges for Customer's invoices or other additional fees without Customer's or Designated Service Provider's prior written consent.

C. Bill Review IQ shall invoice Customer for Legal-X System and Audit Services rendered on a monthly basis. Such invoices shall identify the gross monetary amount of Designated Service Provider invoices audited on Customer's behalf in the preceding month. Customer shall pay Bill Review IQ's invoices within thirty (30) days of receipt.

#### 5. Training.

A. At no additional cost to Customer, Bill Review IQ will provide Customer with an initial training session in connection with Customer's use of the System which shall address the following: (i) general system usage, (ii) invoice retrieval, and (iii) business intelligence.

B. At no additional cost to Customer, Bill Review IQ will provide Customer's Designated Service Providers with the following web-based training in connection with their use of the System: (i) initial training for electronic billing, and (ii) follow up training in electronic billing on an as needed basis.

C. Additional training may be delivered by Bill Review IQ if requested by Customer at Bill Review IQ's then standard hourly/per diem rates. Scheduling of training shall be by mutual agreement of Bill Review IQ and Customer.

D. Customer shall pay for the reasonable and verifiable travel, lodging and meal expenses of Bill Review IQ's employees who provide any on-site training services for Customer or its Designated Service Providers in accordance with the terms of the Agreement.

## Schedule 2

### Bill Review IQ

### Security Terms

These terms (the "Security Terms") set forth Bill Review IQ and Customer data privacy and security and compliance obligations. Capitalized terms not defined in these Security Terms have the meaning given to them in the Terms.

#### 1. Regulatory Compliance.

**a. General.** Customer shall be responsible for compliance with all state and federal laws and regulations governing healthcare providers, banks or other financial institutions; and regulatory disclosure requirements, including, but not limited to, any disclosure to its end users with respect to privacy, financial and other legal notices and disclosures to its end users and to obtain all required consent from its end users to use the Products and Services. Bill Review IQ shall comply with federal and state rules and regulations as they relate to vendors of Internet banking and healthcare services. In the event that there is a significant change in the manner by which the Products and Services can be delivered as a result of a change in regulatory requirements, Bill Review IQ and Customer shall, in good faith, work together to remediate any disparities in the provisioning of the Products and Services. If either party determines that Bill Review IQ's continued provision of the Products and Services is not technically or commercially feasible due to a change in regulatory requirements, that party may elect to terminate these Terms, by providing the other party with thirty (30) days prior written notice. In the event that compliance with a change in state regulatory requirements requires any material expenditure of time or resources by Bill Review IQ, Customer may pay for additional Professional Services.

**b. Interagency Guidelines.** To the extent applicable to the nature of the Products and Services, Bill Review IQ represents and warrants that it has implemented and maintains information security practices designed to meet the objectives of the Gramm Leach Bliley Act, Section 501(b) (15 U.S.C. 6801) and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information and Rescission of Year 2000 Standards for Safety and Soundness (together, the "Guidelines").

**c. HIPAA, HITECH.** To the extent applicable to the nature of the Products and Services, Bill Review IQ represents and warrants that its Products and Services are compliant with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), including the processing of Protected Health Information ("PHI") as defined by HIPAA, and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). A copy of Bill Review IQ's Business Associate Agreement is available upon request.

**d. CCPA.** To the extent applicable to the nature of the Products and Services, Bill Review IQ represents and warrants that its Products and Services are compliant with the California Consumer Privacy Act of 2018, as amended ("CCPA"), including the processing of personal information as defined by the CCPA.

**e. SBA.** To the extent applicable to the nature of the Products and Services, Bill Review IQ represents and warrants that its Products and Services are compliant with the Small Business Administration Data Privacy Protection Standards and Policy of 2020.

**f. Law Enforcement.** If law enforcement requests access to Customer Material via a validly issued subpoena, an investigative demand or warrant, Customer hereby expressly authorizes Bill Review IQ to share information about Customer and its Customer Material with law enforcement.

## **2. Security.**

**a. Security Measures.** Bill Review IQ has implemented and will maintain commercially reasonable administrative, physical and technical safeguards and security measures (collectively, "Security Measures") that are designed to ensure the security of Customer Materials. Bill Review IQ's Security Measures include, without limitation: (i) access controls to information systems and physical locations where Customer Materials are stored, (ii) fraud prevention controls, (iii) encryption of electronic information, (iv) segregation of duties, (v) appropriate employee background checks, and (vi) incident response policies and procedures for suspected or actual unauthorized access to Customer Materials or systems, including appropriate reporting to regulatory and law enforcement agencies. As part of Bill Review IQ's provision of the Products and Services, Customer may be required to comply with certain Security Measures.

**b. FFIEC.** Upon request, Bill Review IQ will provide to Customer a description of its Security Measures (i.e., the SSAE18 Report). To the extent applicable to the nature of the Products and Services, Bill Review IQ may be subject to periodic examinations from federal and state agencies, which may include examination under the Federal Financial Institutions Examination Council Guidelines (the "FFIEC Guidelines"). Results of any examinations under the FFIEC Guidelines are distributed to Customer at the discretion of and by the applicable federal supervisory agency.

**c. Security Breach Notification.** Unless precluded by law, regulation or law enforcement, Bill Review IQ agrees to notify Customer of any Security Breach (as defined herein) of Customer's or its end users' data within forty-eight (48) hours following discovery. "Security Breach" means an unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Personal Information (as defined herein) maintained by Bill Review IQ on behalf of Customer. "Personal information" means unencrypted first name or first initial and last name and one or more of the following: Social Security Number; driver's license number or state identification card number; or account number, credit or debit card number in conjunction with required security code, access code, or password that would permit access to a Customer end user's healthcare or financial account.

**3. Export Laws.** Customer's use of the Products and Services is subject to compliance with United States and other applicable export control and trade sanctions laws, rules and regulations, including without limitation, the U.S. Export Administration Regulations, administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"), the Foreign Corrupt Practices Act ("FCPA") and U.S. trade sanctions, administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Control Laws"). Customer will not export, re-export, download or otherwise transmit the Products and Services, or technical data relating thereto, in violation of any applicable Export Control Laws. In particular, Customer acknowledges that the Products and Services, or any part thereof, may not be exported, transmitted, or re-exported to, or otherwise used in: (a) any country subject to a U.S. embargo or comprehensive trade sanctions or that has been designated a state sponsor of terrorism by the U.S. Government ("Sanctioned Countries"); or (b) anyone identified on any U.S. Government restricted party lists (including without limitation, the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identifications List, and Foreign Sanctions Evaders List,

administered by OFAC, and the Entity List, Denied Persons List, and Unverified List administered by BIS) (collectively, "Restricted Party Lists"). By purchasing a Product or Service, Customer represents and warrants that it is not located in any Sanctioned Country or on any Restricted Party List. Customer acknowledges that the Products and Services may not be available in all jurisdictions and that Customer is solely responsible for complying with applicable Export Control Laws, including Customer's transfer and processing of Customer Material and the region in which any of the foregoing occur.

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**August 11, 2025**

**COMMENTS PERMITTED ON AGENDA ITEMS**