

6. RECREATION CENTER – Victoria Dinielli

- a) Request approval to renew the personal services agreement with Tanya Adamovich for fencing classes, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$3,400.
- b) Request approval to renew the personal services agreement with Victoria Cleckly for the double dutch program, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$3,500.
- c) Request approval to renew the agreement with the Freeport Police Athletic League, Inc. from March 1, 2023 through February 29, 2024, in an amount not to exceed \$10,000.
- d) Request approval to renew the personal services agreement with Cheryl Gayle for tumbling classes, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$3,600.
- e) Request approval to renew the personal services agreement with Jamie Henderson for Adult Yoga classes, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$2,500.
- f) Request approval to renew the agreement with the Long Island Arts Council from March 1, 2023 through February 29, 2024, in the amount of \$20,000.
- g) Request approval of the personal services agreement with Elvis Maduro for pickleball classes, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$3,500.
- h) Request approval to renew the personal services agreement with Linda Morales for Kids Yoga, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$4,000.
- i) Request approval to renew the personal services agreement with Carol Murphy for Aquacise classes, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$3,000.
- j) Request approval to renew the personal services agreement with Hayat Pineiro for Adult Zumba classes, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$2,500.
- k) Request approval to renew the personal services agreement with Deborah Stecker for chair yoga classes, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$2,500.

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

- l) Request approval to renew the personal agreement with Robyn Workman for acting, singing, and dancing classes, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$5,000.

7. VILLAGE ATTORNEY – Howard E. Colton

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

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

REMOVE

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

ADD

Broadway, south side, from westerly curblineline of Mount Avenue west for a distance of 250 feet.

- b) Request the Board of Trustees schedule a Public Hearing on January 9, 2023 at 7:15 P.M., to consider the proposed 2023/2024 Village Budget, and further request the Village Clerk publish the notice in the Freeport Herald.
- c) Request the Board of Trustees schedule a Public Hearing on January 3, 2023 at 7:15 P.M., to consider the proposed contract between the Incorporated Village of Freeport and the Freeport Volunteer Fire Department for the furnishing of fire protection, for the Fiscal Year 2023/2024, for a fee of \$151,000 and further request the Village Clerk publish the notice in the Freeport Herald.

8. WATER & SEWER – Robert R. Fisenne

- a) Request to advertise a notice to bidders for “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidental – 2023” in the Freeport Herald on December 22, 2022, with a return date of January 10, 2023.
- b) Request to advertise a notice to bidders for “2023 Furnishing of Liquid Caustic Soda” in the Freeport Herald on December 22, 2022, with a return date of January 10, 2023.
- c) Request to enter into a professional services agreement with Eagle Control Corporation, 23 Old Dock Road, Yaphank, New York 11980, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$40,000.
- d) Request to extend the professional services agreement with Wire to Water Inc., 136 Gazza Blvd., Farmingdale, New York 11735, from March 1, 2023 through February 29, 2024, at a cost of \$35,000.

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

PUBLIC COMMENT

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

**INCORPORATED VILLAGE OF FREEPORT
BOARD OF TRUSTEES DECISION**

DATE: December 19, 2022

Hearings were held on March 7, 2022, March 23, 2022, April 7, 2022, and April 21, 2022 in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-58 (Property Maintenance Requirements), §128-59 (Maintenance Standards), and §128-62 (Nuisances and Abatement) as to the condition of the building located at 68 Ann Drive, Freeport, New York.

Tonia Mitchell, the owner of the property was present at the hearings, after having received notice by mail. The first issue addressed related to a delayed New York Rising Elevation project, with the dwelling still in the air. At the hearing on April 21, 2022, Superintendent Sergio Mauras was able to report that the house had now been lowered and was secured to the foundation. At that point, the remaining issue is the aesthetics of the property. Siding needs to be replaced, the house needs roofing work, windows, doors and the garage door need to be replaced. When asked about the plans for the siding, doors, windows, garage, and roof, Ms. Mitchell asked that the Village go ahead and do the work.

The Board makes the following findings of fact based on the testimony of Sergio Mauras, Superintendent of Buildings. The property at 68 Ann Drive has been in a state of disrepair for many years. The house is missing siding. There are doors and the garage door in need of replacement. Windows need to be replaced. The roof is in need of repair or replacement.

Freeport Village Code §128-59(C)(4) requires that exterior walls, roofs, and all openings shall be maintained so as to keep water from entering a building. Materials which have been damaged shall be replaced. Exterior walls, roofs and other parts of buildings shall be free from holes, rotting material, and loose and unsecured objects and material.

Based on the evidence and testimony about the house on 68 Ann Drive, the Board finds pursuant to §128-59(C)(4) of the Freeport Village Code that the house has not been maintained under the requirements of the code. Further, the house is deemed to be a nuisance under §128-62 and §128-63 and shall be repaired as provided in the Village Code. As per the homeowner's request, the Board authorizes services to be obtained to repair the defects in the house, as listed above. The selection of materials is to be done in consultation with the owner of the property. Any expenditure by the Village for these repairs will be applied to the homeowner's taxes, and if unpaid, will become a lien on the property.

**INCORPORATED VILLAGE OF FREEPORT
BOARD OF TRUSTEES DECISION**

DATE: December 19, 2022

Hearings were held on August 11, 2022 and September 1, 2022 in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-58 (Property Maintenance Requirements), §128-59 (Maintenance Standards), and §128-62 (Nuisances and Abatement) as to the condition of the building located at 313 Nassau Avenue, Freeport, New York.

Celia Moore, the owner of the property, was served by regular and certified mail at the property address. Wells Fargo Bank, which holds the mortgage on the property were also notified by regular and certified mail. No one appeared at the hearing on August 11, 2022, so it was adjourned to September 1 for an engineer's report to figure out what needs to be done on the property. No one appeared at the property on September 1, 2022 either.

During the hearings, Superintendent Sergio Mauras explained that 313 Nassau Avenue is an elevation project through New York Rising which was left incomplete. The property is missing siding, sections of roofing, garage doors are open, dilapidated, and elevated, there are issues with the foundation and there are also missing sections of fascia.

The Board makes the following findings of fact based on the testimony of Sergio Mauras, Superintendent of Buildings. The property at 313 Nassau Avenue has been in a state of disrepair for many years. The property is missing siding, sections of roofing, garage doors are open, dilapidated, and elevated, there are issues with the foundation and there are also missing sections of fascia.

Freeport Village Code §128-59(C)(4) requires that exterior walls, roofs, and all openings shall be maintained so as to keep water from entering a building. Materials which have been damaged shall be replaced. Exterior walls, roofs and other parts of buildings shall be free from holes, rotting material, and loose and unsecured objects and material.

Based on the evidence and testimony about the house on 313 Nassau Avenue, the Board finds pursuant to §128-59(C)(4) of the Freeport Village Code that the house has not been maintained under the requirements of the code. Further, the house is deemed to be a nuisance under §128-62 and §128-63 and shall be repaired as provided in the Village Code. On August 11, 2022, the Board authorized that an engineer's report be generated, outlining the items in need of repair. A copy is attached hereto. The report confirmed that garage doors need to be located at ground level, the concrete foundation is in need of re-parging, flood vents are not yet installed,

exterior foundation strapping was not completed, ridge roofline likely requires interior reinforcement, exterior timber sheathing is deteriorated and in need of replacement, a rear exit door must be installed, there must be access to the electrical meter. Interior repair work beyond framing and reinforcement of structure to remove existing steel supports and cribbing is not part of the estimate. The estimated cost of repairs is \$120,000.00

The Board authorizes the Superintendent of Buildings to order the homeowner that such repairs must be made by Friday January 6, 2022. Should homeowner fail to complete the repairs by that date, the Board authorizes services to be obtained to repair the defects in the house, as listed above and in the attached engineer's report. Any expenditure by the Village for these repairs will be applied to the homeowner's taxes, and if unpaid, will become a lien on the property.

**INCORPORATED VILLAGE OF FREEPORT
BOARD OF TRUSTEES DECISION**

DATE: December 19, 2022

Hearings were held on April 7, 2022, April 21, 2022, May 19, 2022, and June 23, 2022 in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-58 (Property Maintenance Requirements), §128-59 (Maintenance Standards), and §128-62 (Nuisances and Abatement) as to the condition of the building located at 213 Maxson Avenue, Freeport, New York.

Ramel Smith, the owner of the property was served by regular and certified mail at the property address. Representatives of the bank which holds the mortgage on the property were also notified by regular and certified mail. No one appeared at the hearing on April 7, 2022, so it was adjourned to April 21, 2022. At the hearing on April 21, 2022, Paul Fischer, a representative for a contractor, appeared. The contractor who he was standing in for had been hired to do a clean-out of the property. He said he expected work to begin around May 9, 2022. He explained that the contractor is Sherman Sawyer, and that the building department should reach out to him. The hearing was adjourned to May 19, 2022, wherein an attorney appeared representing the bank which holds the mortgage on the property. The attorney explained that they only represent the mortgagee. The original owner of the property is deceased, and deeded the property to Mr. Smith. However, during this transaction, the mortgage was not paid off, so Mr. Smith took the property subject to the mortgage. He believed the bank would need to pursue foreclosure, but there is a current backup in the courts. He explained that the bank has observed Mr. Smith at the property, and it is unclear what he is doing there, so the bank is unable to go into the property if it is occupied. The hearing was adjourned to June 23, 2022. Again, the attorney for the bank appeared and reiterated that they are not the owners of the property, that the property does not appear to be vacant, given that their vendors have exchanged words with Mr. Smith.

During the hearings, Superintendent Sergio Mauras explained that 213 Maxson is a property which fell victim to a fire last year. No permits have been filed for repairs to date. The exterior of the property has boarded up windows and is in poor aesthetic condition. The interior of the home was damaged due to the fire. There are sections of siding and windows which need repair. The porch needs repair, and permits need to be filed for general repair of fire damage.

The Board makes the following findings of fact based on the testimony of Sergio Mauras, Superintendent of Buildings. The property at 213 Maxson Avenue has been in a state of disrepair since a fire last year. The house is missing siding. Windows need to be replaced. There was damage from the fire.

Freeport Village Code §128-59(C)(4) requires that exterior walls, roofs, and all openings shall be maintained so as to keep water from entering a building. Materials which have been damaged shall be replaced. Exterior walls, roofs and other parts of buildings shall be free from holes, rotting material, and loose and unsecured objects and material.

Based on the evidence and testimony about the house on 213 Maxson Avenue, the Board finds pursuant to §128-59(C)(4) of the Freeport Village Code that the house has not been maintained under the requirements of the code. Further, the house is deemed to be a nuisance under §128-62 and §128-63 and shall be repaired as provided in the Village Code. On June 23, 2022, the Board authorized that an engineer's report be generated, outlining the items in need of repair. A copy is attached hereto. The report confirmed that roof work is needed, replacement suggested, gutters need to be replaced, windows need to be replaced, a garage door needs to be replaced, the soffits, siding and trim of the porch need to be replaced, doors need to be replaced, basement access needs to be repaired, siding and trim work needs to be repaired or replaced, the oil tank in the property should be serviced or removed, and the rear patio should be removed or reconstructed. The estimated cost of repairs is \$127,000.00

The Board authorizes the Superintendent of Buildings to order the homeowner that such repairs must be made by Friday January 6, 2022. Should homeowner fail to complete the repairs by that date, the Board authorizes services to be obtained to repair the defects in the house, as listed above and in the attached engineer's report. Any expenditure by the Village for these repairs will be applied to the homeowner's taxes, and if unpaid, will become a lien on the property.

**INCORPORATED VILLAGE OF FREEPORT
BOARD OF TRUSTEES DECISION**

DATE: December 19, 2022

Hearings were held on July 21, 2022, September 1, 2022, September 22, 2022, and November 10, 2022 in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-58 (Property Maintenance Requirements), §128-59 (Maintenance Standards), and §128-62 (Nuisances and Abatement) as to the condition of the building located at 303 North Columbus Avenue, Freeport, New York.

Ramel Smith, the owner of the property, was served by regular and certified mail at the property address. Mr. Smith did not appear at any of the hearings. An attorney representing an entity that has a tax lien on the property appear on July 21, 2022 and explained that there was a foreclosure sale scheduled for August 31, 2022. The hearing was adjourned until September 1, 2022. The lienholder appear again on September 1, 2022 and explained that the property owner filed an Order to Show Cause to stay the sale. The hearing was adjourned to September 22, 2022 wherein the tax lienholder appeared again. The hearing was adjourned until November 10, 2022. The tax lienholder appeared again. No owner of the property appeared.

During the hearings, Superintendent Sergio Mauras explained that 303 North Columbus Avenue is a property which has been vacant in excess of eight years. It is missing windows, it is boarded, has damage to ceilings, damage to exterior doors, and there are issues with the brickwork on the front façade. The wooden fascia that goes across the structure is cracked or dilapidated that requires replacement or painting. The windows are boarded up.

The Board makes the following findings of fact based on the testimony of Sergio Mauras, Superintendent of Buildings. The property at 303 North Columbus Avenue has been in a state of disrepair for many years. Freeport Village Code §128-59(C)(4) requires that exterior walls, roofs, and all openings shall be maintained so as to keep water from entering a building. Materials which have been damaged shall be replaced. Exterior walls, roofs and other parts of buildings shall be free from holes, rotting material, and loose and unsecured objects and material.

Based on the evidence and testimony about the house on 303 North Columbus Avenue, the Board finds pursuant to §128-59(C)(4) of the Freeport Village Code that the house has not been maintained under the requirements of the code. Further, the house is deemed to be a nuisance under §128-62 and §128-63 and shall be repaired as provided in the Village Code. Due to the safety nature of the windows, the Board voted on November 10, 2022 to approve that plexi-glass

be used to replace the boards, and painting or repairs be done to the front fascia as needed. Any expenditure by the Village for these repairs will be applied to the homeowner's taxes, and if unpaid, will become a lien on the property.

This decision serves to memorialize the vote taken by the Board on November 10, 2022.

**INCORPORATED VILLAGE OF FREEPORT
BOARD OF TRUSTEES DECISION**

DATE: December 19, 2022

A hearing was held on December 1, 2022 in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-58 (Property Maintenance Requirements), §128-59 (Maintenance Standards), and §128-62 (Nuisances and Abatement) as to the condition of the building located at 115 North Bergen Place, Freeport, New York.

Germaine Laguerre, the owner of the property, was served by regular and certified mail at the property address, as well as at the Post Office box on file with the assessment/treasurer's office. An attorney who filed a Lis Pendens on behalf of Deutsche Bank, the holder of the mortgage, was also sent a notice. No one appeared at the hearing.

Deputy Village Attorney Robert McLaughlin explained that the Village has made numerous attempts through Quality of Life office and through the Village Attorney's office to reach the homeowner, including e-mails, phone calls, requests to the post office, and mail sent regular and certified. He explained that the house is in good shape, but is in need of paint. The paint is chipping, rendering the condition to be unsafe. He asked for an order to send a contractor out to complete the paint job. The taxes are currently paid through the mortgage company.

The Board makes the following findings of fact. The property at 115 North Bergen Place is in need of paint, due to severe chipping.

Freeport Village Code §128-59(C)(1) requires that “[A]ll exterior exposed surfaces not inherently resistant to deterioration shall be repaired, treated or sealed to protect them from deterioration or weathering. Said surfaces, having once been coated with any finish such as paint...must be continuously maintained and recoated as necessary to keep uniformity off color and texture.”

Based on the evidence and testimony about the house on 115 North Bergen Place, the Board finds pursuant to §128-59(C)(1) of the Freeport Village Code that the house has not been maintained under the requirements of the code. Further, the house is deemed to be a nuisance under §128-62 and §128-63 and shall be repaired as provided in the Village Code.

The Board authorizes the Superintendent of Buildings to order a contractor to paint the exterior of the house as necessary. Any expenditure by the Village for these repairs will be applied to the homeowner's taxes, and if unpaid, will become a lien on the property.

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

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

Date: December 07, 2022

RE: 2023 Notice of Special Franchise Assessments

A retro-active permission is hereby requested from the Board to add the assessed values to the franchise properties in the 2023/2024 Tentative and Final Assessment Rolls. During the 2023/2024 Tentative Assessment Roll process, the Village Assessment Department did not received the 2023 Tentative Special Franchise Assessment Notice.

The Assessment Department received on December 07, 2022, the 2023 Notice of Tentative Special Franchise Assessment dated December 06, 2022 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services.

The State will forward the Final Notice of the Special Franchise Assessments during the first quarter of 2023/2024. If there are changes to the Final Notice a correction should be made to the Final Assessment Roll, permission is further requested that the Board authorize the Assessor to process the adjustments and forward to the Treasurer to create new tax bills.

The Special Franchise Assessments were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York. The assessments include both the value of the tangible property situated in, upon, under or above public streets, highways, water and other public places and the value of the franchise, right, authority or permission to occupy such public streets, highways, water and other public places.

Attached is the 2023/2024 Notice of Tentative Special Franchise Assessment that was determined by the State Office of Real Property Tax Service.

Special Franchise Assessments / Telecommunications Ceilings- # 282009	S / B / L	2022 Tentative	2022 Final	2023 Tentative	2023 Final
Long Island Power Authority - # 127400	99-SPF-5	41,350	41,350	46,352	
Key Span Gas East Corp - # 127410	99-SPF-2	1,136,719	1,136,719	1,251,468	
Verizon NY Inc. # 631900	99-SPF-3	82,428	82,428	83,613	
Long Island Fiber Exchange Inc. # 701600	99-SPF-6	4,453	4,453	4,945	
Zayo (Abovenet Communications) # 739500	99-SPF-7	4,448	4,448	3,998	
Teleport Communications # 744790	99-SPF-4	2,702	2,702	4,026	
Cablevision System Lightpath #725500	99-SPF-8	411	411	498	
Level 3 Telecom NY # 701000	99-SPF-9	1,836	1,836	1,758	
Cablevision System, LI Corp. # 923500	99-SPF-1	4,548	4,548	4,545	
Total Special Franchise		1,278,895	1,278,895	1,401,203	


Vilma I. Lancaster
Village Assessor

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

WHEREAS, A retro-active permission is hereby requested from the Board to add the assessed values to the franchise properties in the 2023/2024 Tentative and Final Assessment Rolls; and

WHEREAS, during the 2023/2024 Tentative Assessment Roll process, the Village Assessment Department did not receive the 2023 Tentative Special Franchise Assessment Notice; and

WHEREAS, on December 07, 2022, the Assessment Department received the 2023 Notice of Tentative Special Franchise Assessment dated December 06, 2022 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services; and

WHEREAS, the Special Franchise Assessments were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York; and

WHEREAS, the State will forward the Final Notice of the Special Franchise Assessments during the first quarter of 2023/2024; if there are changes to the Final Notice a correction should be made to the Final Assessment Roll, permission is further requested that the Board authorize the Assessor to process the adjustments and forward to the Treasurer to create new tax bills; and

WHEREAS, these special franchise assessments are as follows; and

Special Franchise Assessments / Telecommunications Ceilings- # 282009	S / B / L	2022 Tentative	2022 Final	2023 Tentative	2023 Final
Long Island Power Authority - # 127400	99-SPF-5	41,350	41,350	46,352	
Key Span Gas East Corp - # 127410	99-SPF-2	1,136,719	1,136,719	1,251,468	
Verizon NY Inc. # 631900	99-SPF-3	82,428	82,428	83,613	
Long Island Fiber Exchange Inc.	99-SPF-6	4,453	4,453	4,945	

# 701600					
Zayo (Abovenet Communications) # 739500	99-SPF-7	4,448	4,448	3,998	
Teleport Communications # 744790	99-SPF-4	2,702	2,702	4,026	
Cablevision System Lightpath #725500	99-SPF-8	411	411	498	
Level 3 Telecom NY # 701000	99-SPF-9	1,836	1,836	1,758	
Cablevision System, LI Corp. # 923500	99-SPF-1	4,548	4,548	4,545	
Total Special Franchise		1,278,895	1,278,895	1,401,203	

NOW THEREFORE BE IT RESOLVED, that the Board approve the 2023 Notice of Tentative Special Franchise Assessment dated December 6, 2022 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services, and if there are changes to the Final Notice, a correction should be made to the Final Assessment Roll and the Board authorizes the Assessor to process the adjustments and forward to the Treasurer to create new tax bills.

The Clerk polled the Board as follows:

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



STATE OF NEW YORK
 DEPARTMENT OF TAXATION AND FINANCE
 OFFICE OF REAL PROPERTY TAX SERVICES
 WA Harriman State Campus
 Albany, N Y 12227
 (518)474-5711

RP7026
Dated
 December 06, 2022

NOTICE OF TENTATIVE SPECIAL FRANCHISE ASSESSMENT

For village assessment roll to be filed in 2023

Village of Freeport, Town of Hempstead, Nassau County -
 282009

Hearing Date and Location:
 January 12, 2023 at 10:00 am
 CR2 A, Bldg 9, 2nd Floor
 WA Harriman State Campus
 Albany, New York

The State Office of Real Property Tax Services has determined the tentative special franchise assessments for the following special franchise companies at the amounts shown below. The assessments were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York. The assessments include both the value of the tangible property situated in, upon, under or above public streets, highways, waters and other public places and the value of the franchise, right, authority or permission to occupy such public streets, highways, waters and other public places.

The State Office or its duly authorized representative will conduct a hearing in its office in the City of Albany on the day indicated above as the "Hearing Date" to hear any complaints concerning such assessments. Complaints must be filed in accordance with the procedure provided in Section 610 of the Real Property Tax Law. In order for a complaint to be considered by the State Office, a complainant must:

- (1) Specify its objections to the tentative special franchise assessments on Form RP-7142 available from the Office of Real Property Services.
- (2) Serve its complaint to the State Office at least ten (10) days prior to the hearing date. Service may be made in person or by mail.
- (3) Serve a copy of the complaint upon the appropriate special franchise company.
- (4) File with the State Office, at least five (5) days prior to the hearing date, an affidavit stating in substance that the copy required in step 3 above has been served.

County of Nassau

	<u>Assessment Number</u>	<u>Tentative Assessment</u>	<u>Pct Change From Prior Roll</u>
Village of Freeport, Town of Hempstead			
Equalization Rate: 1.50			-0.7
Village of Freeport, Town of Hempstead			
Long Island Power Authority 999 Stewart Ave202 Bethpage, NY 11714	127400-282009	\$46,352	12.1
KeySpan Gas East Corporation 175 East Old Country Road Hicksville, NY 11801	127410-282009	\$1,251,468	10.1
Verizon New York Inc. P.O. Box 521807 Longwood, FL 32752	631900-282009	\$83,613	1.4
Level 3 Telecom NY 1025 Eldorado Blvd, CenturyLink Prop Tx Dept Broomfield, CO 80021	701000-282009	\$1,758	-4.2
Cablevision System Lightpath 1Ct Square, 33rd Floor Long Island City, NY 11101	725500-282009	\$498	21.2
Zayo Group LLC 1401 Wynkoop Street, Property Tax Dept. 500 Denver, CO 80202	739500-282009	\$3,998	-10.1



STATE OF NEW YORK
 DEPARTMENT OF TAXATION AND FINANCE
 OFFICE OF REAL PROPERTY TAX SERVICES
 WA Harriman State Campus
 Albany, N Y 12227
 (518) 474-5711

RP7026
Dated
 December 06, 2022

NOTICE OF TENTATIVE SPECIAL FRANCHISE ASSESSMENT

	<u>Assessment Number</u>	<u>Tentative Assessment</u>	<u>Pct Change From Prior Roll</u>
Village of Freeport, Town of Hempstead			
Teleport Communications 1010 Pine St, c/o AT & T 9E-L-01 St. Louis, MO 63101	744790-282009	\$4,026	49.0
CrownCastleFiber LLC 2000 Corporate Drive, Tax Department Canonsburg, PA 15317	797400-282009	\$4,945	11.0
Cblvsn. System, L.I.Corp. 1 Ct. Square, 33rd Floor Long Island City, NY 11101	923500-282009	\$4,545	-0.1
Grand Total		\$1,401,203	

Edward Martorana
 Edward Martorana
 Valuation Services Bureau

* The State Office has determined that your city/town/village has not completed a full value revaluation since 1953. Accordingly, the latest state equalization rate or special equalization rate has not been used in determining the portion of your special franchise assessments that is attributable to property assessed in 1953. In future years, the State Office will use the latest rate in valuing the entire special franchises for all rolls following completion of the appropriate revaluation.

Note: The amounts of the special franchise assessments set forth in this notice are "tentative" and must not be entered on the assessment roll. The final assessments for entry on the assessment roll will be transmitted at a later date.

INCORPORATED VILLAGE OF FREEPORT TREASURER'S OFFICE INTER-OFFICE CORRESPONDENCE

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

RE: Request to Advertise
RFP#23-01-BULD-644
Request for Proposals for Building Department Software

The Village of Freeport is seeking Proposals from qualified vendors for software related to Building, Code Enforcement, Planning and Zoning Board of Appeals Applications and Business licensing.

The Village of Freeport is hereby requesting to advertise in the Freeport Herald/Leader and other relevant publications on December 22, 2022 with the specifications available from Monday, December 26, 2022 until Friday, January 13, 2023.

The funds for this request will be from a \$150,000.00 bond which was approved by the Board of Trustees on March 28th, 2022.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, and 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from 9:00 a.m. on December 26, 2022 until Friday January 13, 2023.

Completed proposals are to be delivered to Mrs. Kim Weltner, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. All proposals must be received no later than 4:00pm on Friday January 13, 2023.

The Board reserves the right to reject any or all proposals received and subject to these reservations, shall award the contract to the highest responsible vendor. Proposals, which in the opinion of the Board are unbalanced, shall be rejected.

Approved as to form
Village Attorney

12/12/2022


Sergio A Mauras
Superintendent of Buildings

Cc:
Kim Weltner, Purchasing Agent

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

WHEREAS, the Village of Freeport is seeking Proposals from qualified vendors for software related to Building, Code Enforcement, Planning and Zoning Board of Appeals Applications and Business licensing; and

WHEREAS, specifications may be obtained at the Office of the Purchasing Agent; and

WHEREAS, the funds for this request will be from a \$150,000.00 bond which was approved by the Board of Trustees on March 28, 2022; and

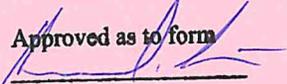
WHEREAS, the Board reserves the right to reject any or all proposals received and subject to these reservations, shall award the contract to the highest responsible bidder; and proposals, which in the opinion of the Board are unbalanced, shall be rejected; and

NOW THEREFORE BE IT RESOLVED, that base upon the recommendation of the Superintendent of Buildings, the Village Clerk be and hereby is authorized to publish a "Request for Proposals for the Acquisition of Software for Permit Licensing and Code Enforcement" in the Freeport Herald and other relevant publications on December 22, 2022, with the specifications available from December 26, 2022 through January 13, 2023, with a return date of January 13, 2023.

The Clerk polled the Board as follows:

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

Approved as to form


Village Attorney

12/13/2022

**REQUEST FOR PROPOSALS
FOR THE ACQUISITION OF SOFTWARE FOR PERMIT
LICENSING AND CODE ENFORCEMENT
VILLAGE OF FREEPORT**

The Village of Freeport Building Department is requesting proposals from qualified software vendors for the purpose of obtaining software to manage permits, licenses, Planning and Zoning and Code Enforcement Activities.

Specifications for this proposal may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or **on our website at www.freeportny.gov from 9:00 A.M. on Monday, December 26, 2022 until 4:00 P.M. Friday, January 13, 2023.** There is no charge for the proposal documents.

The proposal scope and form will be available beginning December 26, 2022. Proposals are to be delivered to Ms. Kim Weltner, Purchasing Agent, Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520. All proposals must be received by 4:00 p.m. on Friday, January 13, 2023. The Village reserves the right to reject any and/or all proposals received.

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 22, 2022

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

6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.
9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

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

The Clerk polled the Board as follows:

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

cc:

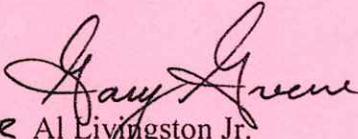
<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: December 7, 2022
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: New York Association of Public Power
Accredited Delegate for Annual Meetings

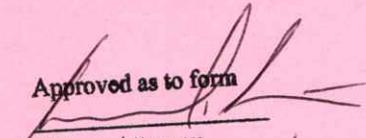
The Utility is a member of the New York Association of Public Power (NYAPP). Each year, the Superintendent of Electric Utilities attends NYAPP meetings held in Albany, New York. These meetings will address important policy issues affecting public power. In addition, the Superintendent as the representative of the Village will be required to vote on several NYAPP business issues. In accordance with the bylaws of NYAPP, each municipal member may cast one vote on each transaction properly brought before the meeting.

Therefore, it is recommended by the Superintendent of Electric Utilities that the Board of Trustees approve the designation of Al Livingston Jr. as the accredited delegate of the Village of Freeport for the New York Association of Public Power meetings to be held in Albany, New York throughout 2023.


FDR Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

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


Approved as to form
Village Attorney
12/15/2022

RESOLUTION

At a regular meeting of the Board of Trustees of the Incorporated Village of Freeport, New York, held on December 19, 2022, the following resolution was adopted:

Moved by _____, seconded by _____

WHEREAS, the Incorporated Village of Freeport, New York, is a member of the New York Association of Public Power, and

WHEREAS, in accordance with the bylaws of New York Association of Public Power, each municipal member may cast one vote on each transaction properly brought before this meeting, and

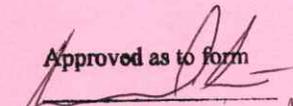
NOW THEREFORE BE IT RESOLVED, that Al Livingston Jr. be and is hereby designated as the accredited delegate of the Incorporated Village of Freeport, New York.

On roll call: Affirmative: Negative: 0

I certify that this resolution was adopted by the Board of Trustees of the Incorporated Village of Freeport, New York on the 19th day of December 2022.

Signature

Title

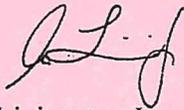
Approved as to form

Village Attorney
12/15/2022

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: December 9, 2022
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Carbon Neutral Projects - Non-Disclosure Agreement with GE Entity

The Electric Department is interested in discussing with GE Packaged Power, LLC, certain current carbon neutral projects and technology that are being implemented at other generating facilities. These projects utilize federal infrastructure grants. Participation in these projects could be extremely beneficial to the Village. According to GE, the information we will be discussing has been classified as confidential.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve entering into a Non-Disclosure Agreement with GE Packaged Power, LLC, 16415 Jacintoport Blvd., Houston, TX 77015. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement.

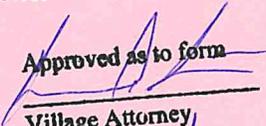


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db
Attachment

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

Approved as to form


Village Attorney

12/10/2022

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

WHEREAS, the Electric Department is interested in discussing with GE Packaged Power, LLC, 16415 Jacintoport Blvd., Houston, TX 77015, certain current carbon neutral projects and technology that are being implemented at other generating facilities; and

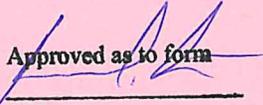
WHEREAS, these projects utilize federal infrastructure grants; participation in these projects could be extremely beneficial to the Village; and

WHEREAS, according to GE, the information that will be discussed has been classified as confidential and requires the execution of a non-disclosure agreement; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to effectuate a Non-Disclosure Agreement between the Village of Freeport and GE Packaged Power, LLC, 16415 Jacintoport Blvd., Houston, TX 77015.

The Clerk polled the Board as follows:

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


Approved as to form

Village Attorney

12/13/2022

NON-DISCLOSURE AGREEMENT

GE Entity (hereinafter "GE")

Other Party (hereinafter "Other Party")

(GE Entity) _____

(Other Party Name) _____

Address: _____

Address: _____

A. Type of Agreement: (check one) GE Disclosing GE Receiving Mutual Disclosure

B. Term of Agreement: Start Date: _____ End Date: _____

C. Description of information being disclosed:

GE's Information: Information refers to any business or technical information, whether or not stored in any medium, relating to the disclosing party's business (and those of its parent and affiliate companies, suppliers and customers) including, but not limited to, equipment, software, designs, samples, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers, contracts and products, inventions, unreleased software applications, methodologies and other know-how, drawings, photographs, models, mock-ups, and design and performance specifications, production volumes, and production schedules.

Other Party's Information: [Definition of Other Party's Information, if different from GE's Information]

D. Purpose of the disclosure: [State reason for the disclosure]

E. General Terms and Conditions:

- 1. For the purposes of this Agreement, "Representative" shall include a party's employees, Affiliates, agents, professional advisors or authorized representatives. "Affiliates" of the Other Party shall include any company controlled by or under common control with the relevant party where "control" means direct or indirect ownership of at least 50% of the voting stock or interest in a company or control of the composition of the board of directors. "Affiliates" of GE shall include any company which: (i) from time to time forms part of the group of companies whose ultimate parent is General Electric Company and which (ii) is controlled by or under common control with GE (where "control" has the meaning set out above).
2. Either or both parties possess valuable information, technical knowledge, experience and data of a confidential nature, as generally described in Section C. Such information, together with any notes, summaries, reports, analyses, or other material derived by the Recipient (defined below) or its Representatives in whole or in part from such information in whatever form shall collectively be called the "Information." The disclosing party ("the Discloser") is willing to disclose its Information to the other ("the Recipient"), on the condition that the Recipient complies with the terms of this Agreement.
3. [Check if applicable] Information must: (i) be designated by the Discloser as such at the time of disclosure in writing or other tangible form and clearly identified by writing on its face as internal, confidential, restricted, or proprietary; or (ii) when initially disclosed by the Discloser in oral or other intangible form, be identified as internal, confidential, restricted, or proprietary at the time of disclosure by the Discloser, and reduced by the Discloser to a tangible form and provided to the Recipient within thirty (30) days from the date of the initial disclosure.
4. With effect from the Start Date specified in Section B, and in consideration of the Discloser disclosing its Information, the Recipient agrees: (a) not to disclose the Information to any third party other than a Representative; (b) not to use the Information other than for the purpose specified in Section D; (c) to restrict disclosure of Information only to those of its Representatives who need to know for the purposes specified herein and who are bound by equivalent obligations as to confidentiality; (d) to inform each of the Recipient's Representatives receiving the Information of its confidential nature; (e) to promptly return or destroy on request at any time all Information to Discloser and immediately cease using the same (save for one copy for ensuring compliance with the terms of this Agreement); (f) to process the personal data of the other party only on a need-to-know basis and in accordance with applicable laws and regulations; (g) to comply with all export and import control laws and regulations of all countries under whose jurisdiction the transfers of Information occur; and (h) to maintain Information in strict confidence for a period of ___ years from the Start Date, which obligation shall survive any termination or expiration of this Agreement (in the absence of an indicated period, the period shall be three years).
5. The undertakings in Clause 2 shall not apply to: (a) Information which at the time of disclosure or subsequently is published or otherwise generally available to the public other than through any act or omission on the part of the Recipient; (b) Information which the Recipient can demonstrate by written records was lawfully in the possession of the Recipient at the time of disclosure and not otherwise subject to a non-disclosure agreement; (c) Information which the Recipient can demonstrate by written records was acquired from a third party who had the lawful right to make such disclosure; (d) Information which the Recipient can demonstrate by written records was independently developed by the Recipient without reference to the materials comprising the Information disclosed under this Agreement; or (e) Information which the Recipient notifies the Discloser is required to be disclosed by the Recipient pursuant to a legally enforceable order, direction or other regulation provided that (i) any such disclosure shall be only as far as necessary to give effect thereto, and (ii) the Recipient shall notify the Discloser of such disclosure obligation as soon as reasonably practicable so that the Discloser may seek an appropriate protective order, if available.
6. The Recipient agrees that the Discloser and its Representatives make no representations or warranties, express or implied, as to the accuracy or completeness of the Information or an obligation for either party to give or receive any Information.
7. Nothing contained herein shall transfer ownership of or constitute a license to any intellectual property.
8. The terms of this Agreement may be modified or waived only by a separate written agreement signed by each of the parties.
9. This Agreement shall be governed by and construed in accordance with _____ law.
10. This Agreement supersedes any prior or contemporaneous oral (or any prior written) agreements concerning the subject matter hereof.
11. Neither party may issue any public disclosures or statements regarding this Agreement or the subject matter thereof without the prior written consent of the other party.

Signed for and on behalf of GE

Signed for and on behalf of the Other Party

Signature _____

Signature _____

Name (capitals) _____

Name (capitals) _____

Title _____

Title _____

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

To: Mayor Robert T. Kennedy

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

Date: December 2, 2022

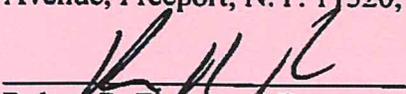
**Re: 2021 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS
VILLAGE PROPERTIES**

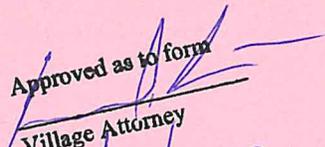
At the Village Board of Trustees meeting on February 22, 2021, the referenced requirements contract was awarded to F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, N.Y. 11520 in the amount of \$34,672.00. The Contract was for a term beginning on March 1, 2021 and expired on February 28, 2022, with an option for two one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on November 15, 2021, the contract was extended for the first one-year term, from March 1, 2022 to February 28, 2023. Fiscal year to date, we have spent \$23,930.00 under this contract.

Funding for this contract will come out of the Village of Freeport Municipal Budget for the Department of Public Works (A741004 540300 & A741004 543900), the Water Department operating budget (WE94004 540300), the Village of Freeport Municipal Budget for the Recreation Center of which the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract, and the Village of Freeport Electric Department of which the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

The Department of Public Works has requested an extension of the Contract for the second and final renewal term of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract "2021 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES" be extended for an additional year, from March 1, 2023 until February 29, 2024, to F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, N.Y. 11520, with no increase in the unit prices.


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

Approved as to form
Village Attorney


12/13/2022

Encl.
c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
A. Dalessio, Comptroller
V. Dinielli, Recreation Manager
A. Livingston, Superintendent of Electric
M. Quinton, Superintendent of Water & Sewer

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

WHEREAS, at the Village Board of Trustees meeting on February 22, 2021, the contract for the 2021 Annual Maintenance and Landscaping of Various Village Properties was awarded to F. Acosta Landscaping, Inc., 48 Lillian Avenue, Freeport, New York 11520 in the amount of \$34,672.00 for a one year contract beginning March 1, 2021 and ending February 28, 2022, with the option of two one year extensions; and

WHEREAS, at the Village Board of Trustees meeting on November 15, 2021, the contract was extended for the first one-year term, from March 1, 2022 to February 28, 2023, with no increase in the contract prices; and

WHEREAS, this fiscal year to date, the Village has spent \$23,930.00 under this contract; and

WHEREAS, the Department of Public Works has requested to exercise the second and final one-year extension of the Contract and the Contractor has agreed on this extension; and

WHEREAS, the services will be utilized by the Water Department, the Electric Department, the Recreation Center, and the Village's portion of the Library, and each department head will determine what budget line will be utilized to fund said services; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the 2021 Annual Maintenance and Landscaping of Various Village Properties between the Village and F. Acosta Landscaping, Inc., 48 Lillian Avenue, Freeport, New York 11520 for a second and final term beginning March 1, 2023 and ending February 29, 2024, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney
4/13/2022

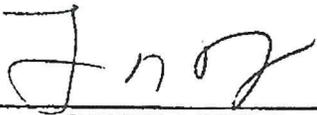
VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2021 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES

CONTRACTOR: F. Acosta Landscaping

DATE: October 20, 2022

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2023 to February 29, 2024		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 12/02/22
(CONTRACTOR)

ACCEPTED BY:  DATE: 12/6/22
(ENGINEER)



VILLAGE OF FREEPORT
Department of Public Works
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520
(516) 377-2289 FAX (516) 377-2383
E-Mail - dpw@freeportny.gov

Robert T. Kennedy
MAYOR

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

October 20, 2022

Mr. Fulvio Acosta
F. Acosta Landscaping
48 Lillian Avenue
Freeport, New York 11520

Re: 2021 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES

Dear Mr. Acosta:

The referenced contract contains a clause that provides the Village of Freeport to offer the contractor a one-year extension at no increase in the contract prices. We would like to execute this clause, which will extend your contract from March 1, 2023 to February 29, 2024.

If you would like to continue work under this contract it is requested that you please sign the enclosed Contract Extension, keep a copy for your records and return the original to this office.

If you have any questions, regarding this matter please do not hesitate to call me directly at 516-377-2233.

Sincerely,
Inc. Village of Freeport

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

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 24, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 22, 2021:

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

WHEREAS, the Village of Freeport has solicited bids for performance under the 2021 Annual Maintenance and Landscaping of Various Village Properties, which provides for the landscaping of the Freeport Recreation Center, the Freeport Electric power plants, substations, transformer locations, Freeport Memorial Library, and Water Department well sites; and

WHEREAS, eighteen (18) bids were distributed and three (3) bids were received on February 2, 2021; and

WHEREAS, the lowest responsible bid was in the amount of \$34,672.00; and

WHEREAS, the bid submitted was that of F. Acosta Landscaping, Inc., 48 Lillian Avenue, Freeport, New York 11520 for the requirements contract; and

WHEREAS, the contract has a term of one year beginning March 1, 2021, with the option of two one-year extensions if mutually accepted; and

WHEREAS, the services will be utilized by the Water Department, the Electric Department, the Recreation Center, and the Village's portion of the Library and each department head will determine what budget line will be utilized to fund said services; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2021 Annual Maintenance and Landscaping of Various Village Properties to F. Acosta Landscaping, Inc., 48 Lillian Avenue, Freeport, New York 11520 in the amount of \$34,672.00 for a one year contract beginning March 1, 2021 and ending February 28, 2022, with the option of two one year extensions.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor
Trustee Piñeyro	Abstain
Trustee Squeri	In Favor

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: Robert R. Fisenne, Superintendent of Public Works November 17, 2021

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 15, 2021:

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

WHEREAS, at the Village Board of Trustees meeting on February 22, 2021, the contract for the 2021 Annual Maintenance and Landscaping of Various Village Properties was awarded to F. Acosta Landscaping, Inc., 48 Lillian Avenue, Freeport, New York 11520 in the amount of \$34,672.00 for a one year contract beginning March 1, 2021 and ending February 28, 2022, with the option of two one year extensions; and

WHEREAS, to date, the Village have spent \$12,272.00 under this contract; and

WHEREAS, the Department of Public Works has requested to exercise the first one year extension of the Contract and the Contractor has agreed on this extension; and

WHEREAS, the services will be utilized by the Water Department, the Electric Department, the Recreation Center, and the Village’s portion of the Library and each department head will determine what budget line will be utilized to fund said services; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract term between the Village and F. Acosta Landscaping, Inc., 48 Lillian Avenue, Freeport, New York 11520 in the amount of \$34,672.00 for an additional year beginning March 1, 2022 and ending February 28, 2023.

The Clerk polled the Board as follows:

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

cc:

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

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

X Claims Examiner Aide
X Comptroller
X Court

X Publicity
X Public Works
X Purchasing

OTHER

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

To: Mayor Robert T. Kennedy

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

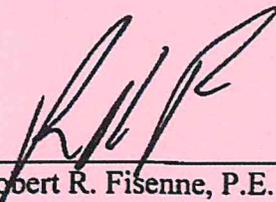
Date: December 7, 2022

Re: 2021 SUPPLY OF AUTO PARTS

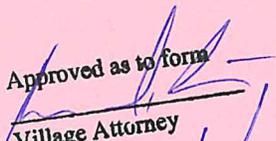
At the Village Board of Trustees meeting on February 22, 2021, the referenced purchase contract was awarded to Parts Authority Inc., 3 Dakota Drive, Suite 110, New Hyde Park, NY 11042, for \$57,060.00. The Contract was set up as a one year contract expiring on February 28, 2022, with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on November 15, 2021, the contract was extended for the first one-year term, from March 1, 2022 to February 28, 2023. Fiscal Year to date, we have spent \$39,729.89 under this contract. Funding for this contract will come out of Garage Maintenance of Vehicles (A164004 540400), Electric Clearing Transportation (E170 144804) and Water Maintenance of Vehicles (WE93004 540400).

The Department of Public Works has requested an extension of the Contract for the second and final renewal term of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract "2021 SUPPLY OF AUTO PARTS" be extended for an additional year, from March 1, 2023 until February 29, 2024, with Parts Authority Inc., 3 Dakota Drive, Suite 110, New Hyde Park, NY 11042, with no increase in the unit prices.



Robert R. Fisenne, P.E.

Approved as to form

Village Attorney
12/13/2022

Encl.

- c. P. Lester, Secretary to the Mayor
- P. Boening, Village Clerk
- K. Weltner, Purchasing Agent
- A. Dalessio, Comptroller
- A. Cestaro, Garage Supervisor

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

WHEREAS, at the Village Board of Trustees meeting on February 22, 2021, the Board awarded the contract for the 2021 Supply of Auto Parts Contract to Parts Authority Inc., 3 Dakota Drive, Suite 110, New Hyde Park, NY 11042 in the amount of \$57,060.00 for a term of one year beginning March 1, 2021 and expiring February 28, 2022, with the option of two one-year extensions if mutually accepted; and

WHEREAS, at the Village Board of Trustees meeting on November 15, 2021, the contract was extended for the first one-year term from March 1, 2022 to February 28, 2023, with no increase in the contract prices; and

WHEREAS, this fiscal year to date, the Village has spent \$39,729.89 under this contract; and

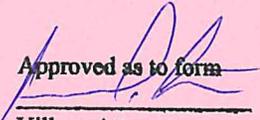
WHEREAS, the Department of Public Works has requested the second and final one-year extension of the Contract and the Contractor has agreed to this extension; and

WHEREAS, the cost of this contract will be charged to Garage Maintenance of Vehicles (A164004 540400), Electric Clearing Transportation (E170 144804) and Water Maintenance of Vehicles (WE93004 540400) and there are sufficient funds available; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the 2021 Supply of Auto Parts between the Village and Parts Authority Inc., 3 Dakota Drive, Suite 110, New Hyde Park, NY 11042 for a second and final one-year term from March 1, 2023 through February 29, 2024, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney
12/13/2022

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works November 17, 2021

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 15, 2021:

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

WHEREAS, at the Village Board of Trustees meeting on February 22, 2021, the Board awarded the contract for the 2021 Supply of Auto Parts Contract to Parts Authority Inc., 3 Dakota Drive, Suite 110, New Hyde Park, NY 11042 in the amount of \$57,060.00 for a term of one year beginning March 1, 2021 and expiring February 28, 2022, with the option of two one-year extensions if mutually accepted; and

WHEREAS, this fiscal year to date, the Village has spent \$31,446.58 under this contract; and

WHEREAS, the Department of Public Works has requested the first one year extension of the Contract and the Contractor has agreed to this extension; and

WHEREAS, the cost of this contract will be charged to A164004 540400 – GARAGE-MAINTENANCE OF VEHICLES, E170 144804 – ELECTRIC-CLEARING TRANSPORTATION, and WE93004 540400 – WATER-MAINTENANCE OF VEHICLES and there are sufficient funds available; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract term between the Village and Parts Authority Inc., 3 Dakota Drive, Suite 110, New Hyde Park, NY 11042 for an additional year from March 1, 2022 through February 28, 2023, for a not to exceed amount of \$57,060.00, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

cc:

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

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 24, 2021

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 22, 2021:

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

WHEREAS, the Village has solicited bids annual purchase of various auto parts; and

WHEREAS, ten (10) bids were distributed and two (2) bids were received on February 2, 2021; and

WHEREAS, the lowest bid submitted was that of Parts Authority Inc., 3 Dakota Drive, Suite 110, New Hyde Park, NY 11042 in the amount of \$57,060.00; and

WHEREAS, the contract has a term of one year beginning March 1, 2021, with the option of two one-year extensions if mutually accepted; and

WHEREAS, the cost of this contract will be charged to A164004 540400 – GARAGE-MAINTENANCE OF VEHICLES, E170 144804 – ELECTRIC-CLEARING TRANSPORTATION, and WE93004 540400 – WATER-MAINTENANCE OF VEHICLES and there are sufficient funds available; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2021 Supply of Auto Parts Contract to Parts Authority Inc., 3 Dakota Drive, Suite 110, New Hyde Park, NY 11042 in the amount of \$57,060.00 for a one year contract beginning March 1, 2021 and ending February 28, 2022, with the option of two (2) one-year extensions, if mutually agreeable.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

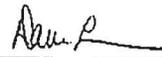
VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2021 SUPPLY OF AUTO PARTS

CONTRACTOR: Parts Authority

DATE: October 20, 2022

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2023 to February 29, 2024		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 12/5/2022
(CONTRACTOR)
Dave LaBarre, Government Sales Manager

ACCEPTED BY:  DATE: 12/7/22
(ENGINEER)

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: December 12, 2022

**Re: Personal Services Agreement
Tanya Adamovich**

The Freeport Recreation Center would like to renew the agreement with Tanya Adamovich. Ms. Adamovich teaches fencing classes throughout the year at the Recreation Center. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2023– February 29, 2024

Contract Rate: \$45.00 per hour

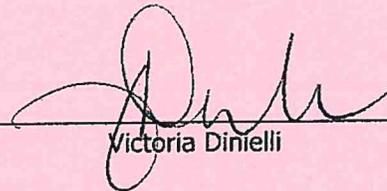
Sessions: Fall: Two children's sessions consisting of eight fencing classes.
Two adult sessions consisting of ten fencing classes.
Winter: Two children's sessions consisting of eight fencing classes.
Two adult sessions consisting of ten fencing classes.

Village Compensation: The Total Fee to be paid to Ms. Adamovich will be \$45.00 per hr., with a Cap of \$3,400.00.

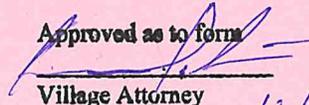
Revenue: The Recreation will be charging participants \$60.00 (Residents) & \$75.00 (Non-Residents) for the 10-18 age Group and \$65.00 (Residents) & \$80.00 (Non-Residents) for the adult class. During the FYE 2023 contract, the Recreation Center collected approximately \$4,880.00.

Expenditures: During FYE 2023, the Recreation Center paid Ms. Adamovich \$2,340.00. This expense will come out of Non-Employee Salaries (A714004 545700)

Tanya Adamovich
2060 Legion Street
Bellmore, NY 11710
516-221-5806


Victoria Dinielli

Approved as to form


Village Attorney

12/13/2022

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

WHEREAS, the Freeport Recreation Center needs an individual to teach fencing classes throughout the year; and

WHEREAS, Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,400.00; and

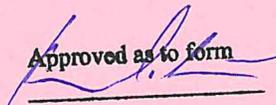
WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, Victoria Dinielli, the Mayor be and is hereby authorized to execute a Personal Services Agreement with Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710 for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,400.00.

The Clerk polled the Board as follows:

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

Approved as to form


Village Attorney

12/13/2022

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager January 11, 2022

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Freeport Recreation Center needs an individual to teach fencing classes throughout the year; and

WHEREAS, Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

WHEREAS, the contract renewal is for a term from March 1, 2022 through February 28, 2023, at an hourly rate of \$45.00 for a not to exceed amount of \$3,400.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, Victoria Dinielli, the Mayor be and is hereby authorized to execute a personal services agreement with Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710 for a period of one year spanning from March 1, 2022 through February 28, 2023 at an hourly rate of \$45 with a not to exceed amount of \$3,400.00.

The Clerk polled the Board as follows:

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

cc:

X Auditor
X Assessor

X Electric Utilities
X Fire Dept.

X Registrar
X Rec. Center

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Tanya Adamovich

March 1, 2023 – February 29, 2024

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as “IVF”), and Tanya Adamovich with offices located at 2060 Legion Street, Bellmore, New York 11710 (hereinafter referred to as “Adamovich”):

WITNESSETH:

WHEREAS, Adamovich, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of fencing classes, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Adamovich.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Adamovich under this Agreement, the IVF shall pay Adamovich a fee not to exceed \$3,400. All services to IVF shall be billed on a monthly basis at \$45.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Adamovich and submitted to the Freeport Recreation Center for processing.

5. Duties

Adamovich shall provide the following services to IVF:

Adamovich shall conduct fencing classes at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

Evans shall devote such time, attention and energies to the IVF as is required. Adamovich 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.

7. No Participation.

Evans acknowledges and agrees that this contract shall not give or extend to Adamovich or her employees and/or assigns any rights with respect to 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 Adamovich under the terms of this Agreement.

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

Tanya Adamovich
2060 Legion Street
Bellmore, New York 11710

Attn: Village Attorney

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. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Adamovich hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Tanya Adamovich

APPROVED AS TO FORM:

By: _____
Howard E. Colton
Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Manager, Recreation Center
Date: December 12, 2022

**Re: Personal Service Agreement
Victoria Cleckley**

The Freeport Recreation Center would like to renew the agreement with Victoria Cleckley. Ms. Cleckley will be teaching a double dutch program for our summer camp program, as well as a class during the fall and winter. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2023—February 29, 2024

Contract Rate: \$45.00 per hour

Sessions: Once a week during our summer camp program, as well as an 8-week program in the fall, winter & spring.

Description: Double Dutch jump rope program that is set up like an exercise class, which incorporates jump roping, and learning new tricks with the jump rope.

Classes: Fridays during camp, and once a week throughout the year

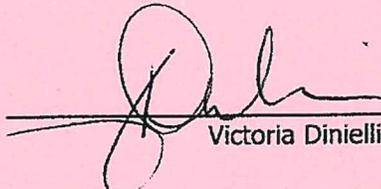
Compensation: The total fee to be paid to Ms. Cleckley will be \$45.00 per hour with a cap of \$3,500.00.

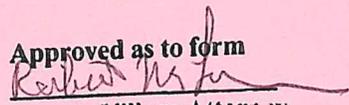
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants for camp \$385 per session for Residents, and \$410 per session for Non-Residents. We will be charging \$65 for Residents and \$80 for Non-Residents for the program during the year. We have not yet had a session during FYE 2023. Our first scheduled session is set to begin in January 2023.

Expenditures: During FYE 2023, the Recreation Center paid Ms. Cleckley \$945 for the camp classes. The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

Victoria Cleckley
457 Miller Ave.
Freeport, NY 11520
(516) 455-5019


Victoria Dinielli

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Recreation Center needs an individual to teach a Double Dutch (jump rope) program; and

WHEREAS, Victoria Cleckley, 457 Miller Avenue, Freeport, NY 11520, is an individual who is qualified to provide these services and teach these classes; and

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

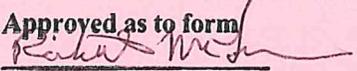
WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$45.00 for a not to exceed amount of \$3,500.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement with Victoria Cleckley, 457 Miller Avenue, Freeport, NY 11520, for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$45.00 for a not to exceed amount of \$3,500.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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: Victoria Dinielli, Recreation Center Manager August 9, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of August 8, 2022:

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

WHEREAS, the Freeport Recreation Center needs an individual to teach a Double Dutch (jump rope) program; and

WHEREAS, Victoria Cleckley, 457 Miller Avenue, Freeport, NY 11520, is an individual who is qualified to provide these services and teach these classes; and

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

WHEREAS, the contract is for a term retroactive to July 1, 2022 through February 28, 2023, at an hourly rate of \$45.00 for a not to exceed amount of \$3,500.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, Board approve and the Mayor be and is hereby authorized to execute an agreement with Victoria Cleckley, 457 Miller Avenue, Freeport, NY 11520, for a term retroactive to July 1, 2022 through February 28, 2023, at an hourly rate of \$45.00 for a not to exceed amount of \$3,500.00.

The Clerk polled the Board as follows:

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

cc:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Victoria Cleckley

March 1, 2023 through February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20__, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Victoria Cleckley, with offices located at 457 Miller Ave., Freeport, NY 11520, (hereinafter referred to as "Cleckley"):

WITNESSETH:

WHEREAS, Cleckley, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular, the performance of Double Dutch (jump rope) instruction for children; and

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 through February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Cleckley.

3. Compensation.

For all services rendered by Cleckley under this Agreement, the IVF shall pay a fee not to exceed \$3,500 per annum. All services to IVF shall be billed on a monthly basis at \$45.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Cleckley and submitted to the Freeport Recreation Center for processing.

4. Duties

Cleckley shall provide the following services to IVF:

The instruction of Double Dutch jump rope for children is set up like an exercise class that incorporates jump roping and learning new tricks with the jump rope. These classes are to be provided on Fridays during camp, and once a week through the year.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

by one party to the other):

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

Victoria Cleckley
457 Miller Ave.
Freeport, NY 11520

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Cleckley hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By:

ROBERT T. KENNEDY, MAYOR

VICTORIA CLECKLEY

APPROVED AS TO FORM:

By:

HOWARD E. COLTON
Village Attorney

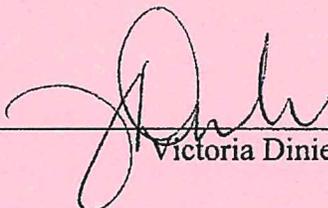
**INCORPORATED VILLAGE OF FREEPORT
RECREATION DEPARTMENT
INTER-OFFICE CORRESPONDENCE**

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: December 12, 2022

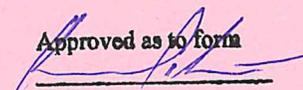
**Re: Personal Service Agreement
Freeport Police Athletic League**

The Freeport Recreation Center would like to renew the agreement with the Freeport Police Athletic League, Inc. PAL provides programs that keep the children of our community involved in positive programs. These programs help to teach children the social skills required to become a productive member of the community while fostering a healthy relationship between youths, police officers and society.

Contract Type: NEW _____ RENEWAL X _____ AMENDMENT _____
Contract Term: March 1, 2023 – February 29, 2024
Compensation: The total fee to be paid to Freeport PAL is not to exceed \$10,000. This expense will come out of A714104 540100 (Rec PAL, Other Expense).



Victoria Dinielli

Approved as to form


Village Attorney
12/13/2022

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

WHEREAS, the Freeport Police Athletic League has an established history of enhancing the lives of the youth of the Incorporated Village of Freeport by promoting organized sports and family programs; and

WHEREAS, the mission of the Freeport Police Athletic League is to provide and promote sports and other athletic programs of a team or individual nature for children residing in the Village of Freeport; and

WHEREAS, this Board determines that it is in the best interests of the residents of the Incorporated Village of Freeport to have broad based athletic programs available and promoted throughout the Village; and

WHEREAS, for purposes of disclosure, the Executive Director of the Freeport Police Athletic League is Freeport Police Officer Bobby Ford; and

WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024 for a not-to-exceed amount of \$10,000.00; and

WHEREAS, the funding will come from the A714104 540100 (Rec PAL, Other Expense); and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to renew the Personal Services Agreement with the Freeport Police Athletic League, Inc. from March 1, 2023 through February 29, 2024 for a not-to-exceed amount of \$10,000.00; and

BE IT FURTHER RESOLVED, that the Board of Trustees finds no conflict of interest with respect to Freeport Police Office Bobby Ford and his position as Executive Director of the Freeport Police Athletic League.

The Clerk polled the Board at follows:

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

Approved as to form

Village Attorney

12/13/20 22

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: Victoria Dinielli, Recreation Center Manager January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Freeport Police Athletic League has an established history of enhancing the lives of the youth of the Incorporated Village of Freeport by promoting organized sports and family programs; and

WHEREAS, the mission of the Freeport Police Athletic League is to provide and promote sports and other athletic programs of a team or individual nature for children residing in the Village of Freeport; and

WHEREAS, this Board determines that it is in the best interests of the residents of the Incorporated Village of Freeport to have broad based athletic programs available and promoted throughout the Village; and

WHEREAS, for purposes of disclosure, the Executive Director of the Freeport Police Athletic League is Freeport Police Officer Bobby Ford; and

WHEREAS, the contract renewal is for a term from March 1, 2022 through February 28, 2023; and

WHEREAS, the funding will come from the A714104 540100 (Rec PAL, Other Expense); and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to renew the personal services agreement with the Freeport Police Athletic League, Inc. from March 1, 2022 through February 28, 2023 for a not to exceed amount of \$10,000.00; and

BE IT FURTHER RESOLVED, that the Board of Trustees finds no conflict of interest with respect to Freeport Police Office Bobby Ford and his position as Executive Director of the Freeport Police Athletic League.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	In Favor

AGREEMENT

BY AND BETWEEN

INCORPORATED VILLAGE OF FREEPORT

AND

FREEPORT POLICE ATHLETIC LEAGUE, INC.

March 1, 2023 – February 29, 2024

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

AGREEMENT

This Agreement is entered into on the _____ day of _____, 20____, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as “IVF”), and FREEPORT POLICE ATHLETIC LEAGUE, INC., a not-for-profit Corporation, with offices located at 130 East Merrick Road, Freeport, New York 11520 (hereinafter referred to as “PAL”).

WHEREAS, the mission of the Freeport Police Athletic League is to provide sports and other programs of a team or individual nature for all the children of the Freeport, New York community;

WHEREAS, the Village of Freeport determines that it is in the best interests of the community to provide programs that keep the children of the community involved in positive programs that teach children the social skills required to become a productive member of the community while fostering a healthy relationship between youths, police officers and the community;

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. Employment. IVF hereby employs PAL to provide the residents of the Incorporated Village of Freeport, access and an opportunity to experience organized sports and athletic programs and family fellowship events within the Village.

2. Term and Termination. Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 through February 29, 2024, 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 10 herein.

3. Compensation. The IVF, in consideration of the services rendered, shall pay to PAL the sum of ten thousand dollars (\$10,000) and shall further compensate PAL by providing, without cost, the use of the parks, related athletic fields, and the Albany Avenue boat ramp with the lot adjacent to the southern ramp, and the boxing facility.

4. Duties of PAL. The PAL shall provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to experience organized sports programs and family fellowship events in the Freeport

community. No Village employee will provide any assistance to PAL under the terms of this agreement.

5. Extent of Services. PAL shall devote such time, attention and energies to the IVF as is required. PAL shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, provided, however, PAL shall not disclose any information, IVF documents and/or other information given to or acquired by PAL in the course of performing its duties.

6. No Participation. PAL acknowledges and agrees that this Agreement shall not give or extend to PAL 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 PAL under the terms of this Agreement.

7. Assignment. This Agreement may not be assigned by PAL without the prior written consent of the IVF.

8. Notices. All notices or other communications provided for in 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

FREEPORT POLICE ATHLETIC LEAGUE, INC.
Freeport Recreation Center
130 East Merrick Road
Freeport, NY 11520

9. Entire Agreement. 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, provision, 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.

10. 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.

11. 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.

12. 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.

13. Subject Headings. The subject headings of the articles, paragraphs, and subparagraphs 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.

14. 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.

15. Disclosure. This contract is subject to Article 18 of the General Municipal Law of the State of New York.

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

FREEPORT POLICE ATHLETIC LEAGUE, INC.

By _____
BOBBY FORD, Executor Director

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Manager, Recreation Center
Date: December 12, 2022

**Re: Personal Service Agreement
Cheryl A. Gayle**

The Freeport Recreation Center would like to renew the agreement with Cheryl A. Gayle. Ms. Gayle will be teaching our tumbling program throughout the year. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2023—February 29, 2024

Contract Rate: \$45.00 per hour

Sessions: 8 week sessions in the Fall, Winter & Spring

Description: Tumbling is a unique program for young learners that include character education. Skills such as tip ups, handstands, round offs, handsprings, aerials and walk overs will be introduced weekly. Each class will focus on the six pillars of character (trustworthiness, respect, fairness, caring, citizenship, and responsibility).

Classes: Sundays 9am-11am

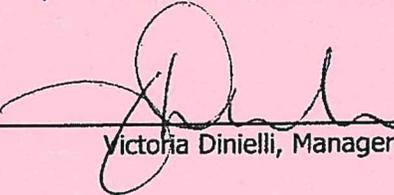
Compensation: The total fee to be paid to Ms. Gayle will be \$45.00 per hour with a cap of \$3,600.00.

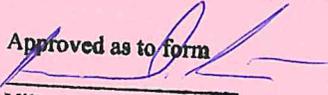
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants \$60 for Residents and \$75 for Non-Residents per 8 week session. During the FYE 2023, the Recreation Center collected \$1,395.00.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). Ms. Gayle was paid \$720 during the last contract period.

Cheryl A. Gayle
300 St. Marks Ave
Freeport, NY 11520
(516) 884-3073


Victoria Dinielli, Manager


Approved as to form

Village Attorney
12/14/2022

It was moved by Trustee _____, seconded by Trustee _____, who moved its adoption that:

WHEREAS, the Freeport Recreation Center needs an individual to conduct tumbling classes for children; and

WHEREAS, Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, is an individual that is licensed and qualified to provide these services and teach these classes; and

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

WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,600.00; and

WHEREAS, there are sufficient funds in budget line A714004 545700 (Non-Employee Salaries) to cover the cost of this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement with Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,600.00.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney 12/12/2022

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager September 20, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 19, 2022:

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

WHEREAS, the Freeport Recreation Center needs an individual to conduct tumbling classes for children; and

WHEREAS, Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, is an individual that is licensed and qualified to provide these services and teach these classes; and

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

WHEREAS, the contract renewal is for a term retroactive to September 1, 2022 through February 28, 2023, at an hourly rate of \$45.00 for a not to exceed amount of \$2,500.00; and

WHEREAS, there are sufficient funds in budget line A714004 545700 (Non-Employee Salaries) to cover the cost of this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement with Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, for a term retroactive to September 1, 2022 through February 28, 2023 at an hourly rate of \$45.00 for a not to exceed amount of \$2,500.00.

The Clerk polled the Board as follows:

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

cc:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

CHERYL A. GAYLE

March 1, 2023 – FEBRUARY 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the ____ day of _____, 20__ , by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as “IVF”), and Cheryl A. Gayle with offices located at 300 St. Marks Avenue, Freeport, NY 11520 (hereinafter referred to as “Gayle”):

WITNESSETH:

WHEREAS, Gayle, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular tumbling classes for children, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

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

3. Compensation.

For all services rendered by Gayle under this Agreement, the IVF shall pay a fee not to exceed \$3,600 for the term of the contract. All services to IVF shall be billed on a monthly basis in \$45.00 per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Gayle and submitted to the Freeport Recreation Center for processing.

4. Duties

Gayle shall provide the following services to IVF:

Gayle shall conduct tumbling classes for children at the Recreation Center. IVF will provide use of a room at the Recreation Center for the purpose of conducting such classes.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability.

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

8. Assignment.

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

9. Notices.

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

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

Cheryl A. Gayle
300 St. Marks Avenue
Freeport, New York 11520

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

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

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

CHERYL A. GAYLE

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: December 12, 2022

**Re: Personal Service Agreement
Jamie Henderson**

The Freeport Recreation Center would like to renew the agreement with Jamie Henderson in order to conduct Adult Yoga classes at the Freeport Recreation Center. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X _____ EXTENSION _____

Contract Term: March 1, 2023—February 29, 2024

Contract Rate: \$35.00 per hour

Sessions: Classes on-going throughout the year

Description: Yoga will increase the participant's flexibility, strength and stamina for over all body awareness.

Classes: Wednesdays 5:30-6:30PM

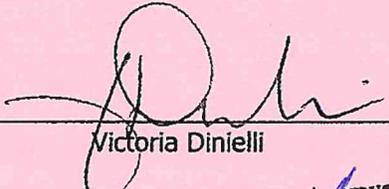
Compensation: The total fee to be paid to Ms. Henderson will be \$35.00 per hour with a cap of \$2,500.00.

Village to Provide: A room to conduct the class.

Revenue: The Recreation Center will be charging \$65.00 (Residents) and \$80.00 (Non-Residents) per 10 classes for adult yoga. During the FYE 2023 contract, the Recreation Center has collected \$2,644.00.

Expenditures: During FYE 2023, the Recreation Center paid Ms. Henderson \$1,312.50. The expense for this program will come out of account A714004-545700 (Non-Employee Salaries).

Jamie Henderson
2497 Wantagh Ave.
Wantagh, NY 11793
516-384-2230


Victoria Dinielli

Approved as to form

Village Attorney

12/13/2022

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

WHEREAS, the Freeport Recreation Center needs an individual to conduct adult Yoga classes; and

WHEREAS, Jamie Henderson, 2497 Wantagh Avenue, Wantagh, New York 11793, is an individual that is licensed and qualified to provide these services and teach these classes; and

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

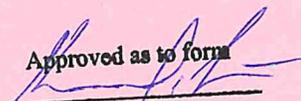
WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$35.00 for a not-to-exceed amount of \$2,500.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, the Mayor be and is hereby authorized to execute a Personal Services Agreement with Jamie Henderson, 2497 Wantagh Avenue, Wantagh, New York 11793 for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$35.00 for a not-to-exceed amount of \$2,500.00.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney
12/13/2022

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Freeport Recreation Center needs an individual to conduct adult Yoga classes; and

WHEREAS, Jamie Henderson, 2497 Wantagh Avenue, Wantagh, New York 11793, is an individual that is licensed and qualified to provide these services and teach these classes; and

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

WHEREAS, the contract renewal is for a term from March 1, 2022 through February 28, 2023, at an hourly rate of \$35.00 for a not to exceed amount of \$2,500.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, the Mayor be and is hereby authorized to execute an agreement with Jamie Henderson, 2497 Wantagh Avenue, Wantagh, New York 11793 for a period of one year spanning from March 1, 2022 through February 28, 2023 at an hourly rate of \$35 for a not to exceed amount of \$2,500.

The Clerk polled the Board as follows:

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

cc:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Jamie Henderson

March 1, 2023 through February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20__, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Jamie Henderson, with offices located at 2497 Wantagh Avenue, Wantagh, New York 11793 (hereinafter referred to as "Henderson"):

WITNESSETH:

WHEREAS, Henderson, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular, the performance of yoga instruction for adults and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Henderson.

3. Compensation.

For all services rendered by Henderson under this Agreement, the IVF shall pay a fee not to exceed \$2,500 per annum. All services to IVF shall be billed on a monthly basis at \$35.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Henderson and submitted to the Freeport Recreation Center for processing.

4. Duties

Henderson shall provide the following services to IVF:

The instruction of yoga for children encourages healthy self-esteem, body awareness, and cooperation with others in a non-competitive space. Yoga helps with flexibility, strength, and coordination, as well as teaching breathing and relaxation techniques.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

by one party to the other):

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

Jamie Henderson
2497 Wantagh Avenue
Wantagh, New York 11793

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Henderson hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By:

ROBERT T. KENNEDY, MAYOR

JAMIE HENDERSON

APPROVED AS TO FORM:

By:

HOWARD E. COLTON
Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy

From: Victoria Dinielli, Recreation Center Manager

Date: December 12, 2022

Re: Long Island Arts Council

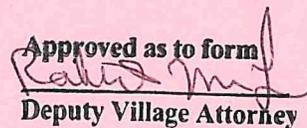
The Freeport Recreation Center would like to renew the agreement with the Long Island Arts Council. The group promotes the arts through publications, festivals and educational programs for the Village of Freeport.

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2023 - February 29, 2024

Compensation: The total fee to be paid to the Long Island Arts Council is \$20,000.00. Funding for this agreement has been budgeted in account A714504 545810


Victoria Dinielli

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Long Island Arts Council At Freeport, Inc, a not for profit corporation, has an established history in enhancing the lives of the citizens of the Incorporated Village of Freeport by nurturing, supporting and promoting the arts; and

WHEREAS, the mission of the Long Island Arts Council At Freeport, Inc., is to provide the residents of the Incorporated Village of Freeport, access and an opportunity to experience the arts, through publications, festivals, and educational programs, and to promote the diverse cultural activities of artists and arts organizations in the Freeport community; and

WHEREAS, the Village finds it beneficial to retain an organization that provides such services; and

WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024; and

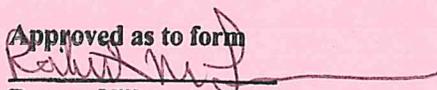
WHEREAS, the Village of Freeport has budgeted \$20,000.00 for this agreement in the current year's budget on budget line A714504 545810; and

NOW THEREFORE BE IT RESOLVED, that the agreement between the Village of Freeport and the Long Island Arts Council at Freeport, Inc. be and hereby is approved at a cost of \$20,000.00 to be paid in twelve equal payments, for a term of one year beginning on March 1, 2023 through February 29, 2024; and

BE IT STILL FURTHER RESOLVED, that the Mayor be and hereby is authorized to execute said any paperwork necessary to effectuate this agreement.

The Clerk polled the Board at follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Long Island Arts Council At Freeport, Inc, a not for profit corporation, has an established history in enhancing the lives of the citizens of the Incorporated Village of Freeport by nurturing, supporting and promoting the arts; and

WHEREAS, the mission of the Long Island Arts Council At Freeport, Inc., is to provide the residents of the Incorporated Village of Freeport, access and an opportunity to experience the arts, through publications, festivals, and educational programs, and to promote the diverse cultural activities of artists and arts organizations in the Freeport community; and

WHEREAS, the Village finds it beneficial to retain an organization that provides such services; and

WHEREAS, the contract renewal is for a term from March 1, 2022 through February 28, 2023; and

WHEREAS, the Village of Freeport has budgeted \$20,000.00 for this agreement in the current year's budget on budget line A714504 545810; and

NOW THEREFORE BE IT RESOLVED, that the agreement between the Village of Freeport and the Long Island Arts Council at Freeport, Inc. be and hereby is approved at a cost of \$20,000.00 to be paid in twelve equal payments, for a term of one year beginning on March 1, 2022 through February 28, 2023; and

BE IT STILL FURTHER RESOLVED, that the Mayor be and hereby is authorized to execute said any paperwork necessary to effectuate this agreement.

The Clerk polled the Board as follows:

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

Agreement

by and between

INCORPORATED VILLAGE OF FREEPORT

and

THE LONG ISLAND ARTS COUNCIL AT FREEPORT, INC

March 1, 2023 – February 29, 2024

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF") and The Long Island Arts Council, Inc., a Not-for-Profit Corporation with offices located at 130 East Merrick Road, Freeport, New York (hereinafter referred to as "Arts Council").

WITNESSETH:

WHEREAS, the Long Island Arts Council At Freeport, Inc., has an established history in enhancing the lives of the citizens of the Incorporated Village of Freeport by nurturing, supporting and promoting the arts, and;

WHEREAS, the mission of the Long Island Arts Council At Freeport, Inc., includes providing the residents of the Incorporated Village of Freeport access and an opportunity to experience the arts through publications, festivals, and educational programs, and to promote the diverse cultural activities of artists and arts organizations in the Freeport community.

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. *Employment*

IVF hereby employs the Arts Council to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to experience the arts, through publications, festivals, and educational programs, and promote the diverse cultural activities of artists and arts organizations within the Village

2. *Term and Termination*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023, through February 29, 2024, with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. Upon termination, total payment of the monies due to the Arts Council shall be prorated and paid pursuant to paragraph 3 hereof.

3. Compensation

The IVF, in consideration of the foregoing, shall pay to the Arts Council the sum of twenty thousand dollars (\$20,000), and shall further compensate the Arts Council by providing, without cost, office space in room 106 consisting of 765 square feet or equivalent, within the Freeport Recreation Center, which includes the use of available utilities, desk, chairs, copier, file cabinets, and, if practicable, access to the internet if such access is available at the time requested.

4. Duties of Arts Council

The Arts Council shall provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to experience the arts, through publications, festivals, and educational programs, and will promote the diverse cultural activities of its member artists and arts organizations in the Freeport community.

5. Extent of Services

Arts Council shall devote such time, attention and energies to the IVF as is required. Arts Council shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, provided, however, that Arts Council shall not disclose any information, IVF documents and/or other information given to or acquired by Arts Council in the course of performing its duties without first obtaining approval of the Village Clerk pursuant to the provisions of the Freedom of Information Law.

6. No Participation

Arts Council acknowledges and agrees that this contract shall not give or extend to Arts Council or its principals any rights with respect to 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 Arts Council under the terms of this Agreement

7. Assignment

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

8. Notices

All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered when (1) 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, New York, 11520

LONG ISLAND ARTS COUNCIL
AT FREEPORT, INC.
130 East Merrick Road
Freeport, New York 11520

9. *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.

10. *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.

11. *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.

12. *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.

13. *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.

14. *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.

15. *Disclosure*

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

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

**LONG ISLAND ARTS COUNCIL AT FREEPORT,
INC.**

By: _____

APPROVED AS TO FORM:

Howard E. Colton
Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: December 12, 2022

**Re: Personal Service Agreement
Elvis Maduro**

The Freeport Recreation Center would like to come to an agreement with Elvis Maduro. Mr. Maduro will be teaching a pickleball program. The highlights of the program are as follows:

Contract Type: NEW X RENEWAL _____ AMENDMENT _____

Contract Term: January 1, 2023—February 29, 2024

Contract Rate: \$50.00 per hour

Sessions: Tuesdays from 6:30pm-8:30pm throughout the year.

Description: Pickleball is a paddle sport that combines elements of tennis, badminton, and ping-pong using a paddle and plastic ball with holes. It is a game that is appropriate for players of all ages and skill levels. Rules for pickleball are simple, making it a great introductory sport.

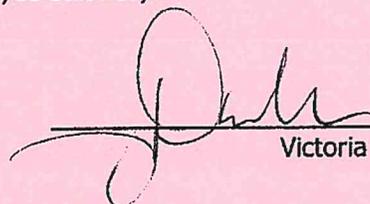
Compensation: The total fee to be paid to Elvis Maduro will be \$50.00 per hour with a cap of \$3,500.00.

Village to Provide: Room to conduct the class.

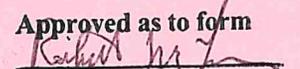
Revenue: The Recreation Center will be charging participants \$160 (Residents) and \$200 (Non-Residents) per 8-week session.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

Elvis Maduro
158 Wynsom Ave.
Merrick, NY 11566
516-509-5383



Victoria Dinielli

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Recreation Center needs an individual to teach a Pickleball program; and

WHEREAS, Elvis Maduro, 158 Wynsom Avenue, Merrick, NY 11566, is an individual who is qualified to provide these services and teach these classes; and

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

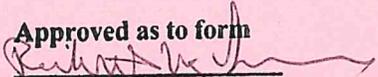
WHEREAS, the contract is for a term from January 1, 2023 through February 29, 2024, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement with Elvis Maduro, 158 Wynsom Avenue, Merrick, NY 11566, for a term from January 1, 2023 through February 29, 2024, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Elvis Maduro

January 1, 2023 through February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20__, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Elvis Maduro, with offices located at 158 Wynsom Avenue, Merrick, NY 11566, (hereinafter referred to as "Maduro"):

WITNESSETH:

WHEREAS, Maduro, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular, the teaching of a pickleball program; and

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on January 1, 2023 through February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Maduro.

3. Compensation.

For all services rendered by Maduro under this Agreement, the IVF shall pay a fee not to exceed \$3,500 per annum. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Maduro and submitted to the Freeport Recreation Center for processing.

4. Duties

Maduro shall provide the following services to IVF:

The instruction of Pickleball (a paddle sport). These classes are to be provided on Tuesdays throughout the year.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

by one party to the other):

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

Elvis Maduro
158 Wynsom Avenue
Merrick, NY 11566

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Maduro hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By:

ROBERT T. KENNEDY, MAYOR

ELVIS MADURO

APPROVED AS TO FORM:

By:

HOWARD E. COLTON
Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: December 12, 2022

**Re: Personal Service Agreement
Linda Morales**

The Freeport Recreation Center would like to renew the agreement with Linda Morales in order to conduct Kids Yoga classes at the Freeport Recreation Center. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X EXTENSION _____

Contract Term: March 1, 2023—February 29, 2024

Contract Rate: \$35.00 per hour

Sessions: **Kids Yoga:** 8-week sessions held in Fall, Winter and Spring as well as classes for Summer Camp.

Description: Yoga for kids encourages healthy self-esteem, body awareness, and cooperation with others in a non-competitive space. Yoga will enhance the child's flexibility, strength, and coordination. There will be a focus on breathing and relaxation techniques as well as time for art therapy!

Classes: **Kids Yoga:** Thursdays 4:00-5:00PM and Summer Camp classes TBD.

Compensation: The total fee to be paid to Ms. Morales will be \$35.00 per hour with a cap of \$4,000.00.

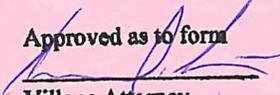
Village to Provide: A room to conduct the class.

Revenue: The Recreation Center will be charging \$60.00 (Residents) and \$75.00 (Non-Residents) per session (8 classes) for kids yoga. During the FYE 2023 contract, the Recreation Center collected approximately \$2,440.00.

Expenditures: During FYE 2023, the Recreation Center paid Ms. Morales \$2,047.50. The expense for this program will come out of account A714004-545700 (Non-Employee Salaries).

Linda Morales
1740 Chestnut Street
Merrick, NY 11566
347-992-9448

Approved as to form


Village Attorney

12/13/2022


Victoria Dinielli

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

WHEREAS, the Freeport Recreation Center needs an individual to conduct Kids Yoga classes; and

WHEREAS, Linda Morales, 1740 Chestnut Street, Merrick, NY 11566, is an individual that is licensed and qualified to provide these services and teach these classes; and

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

WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$35.00 for a not to exceed amount of \$4,000.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, the Mayor be and is hereby authorized to execute a Personal Services Agreement with Linda Morales, 1740 Chestnut Street, Merrick, NY 11566 for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$35.00 for a not to exceed amount of \$4,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

[Signature]
12/13/2022

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Freeport Recreation Center needs an individual to conduct Kids Yoga classes; and

WHEREAS, Linda Morales, 1740 Chestnut Street, Merrick, NY 11566, is an individual that is licensed and qualified to provide these services and teach these classes; and

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

WHEREAS, the contract renewal is for a term from March 1, 2022 through February 28, 2023, at an hourly rate of \$35.00 for a not to exceed amount of \$2,500.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, the Mayor be and is hereby authorized to execute an agreement with Linda Morales, 1740 Chestnut Street, Merrick, NY 11566 for a period of one year spanning from March 1, 2022 through February 28, 2023 at an hourly rate of \$35 for a not to exceed amount of \$2,500.

The Clerk polled the Board as follows:

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

cc:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Linda Morales

March 1, 2023 through February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20__, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Linda Morales, with offices located at 1740 Chestnut Street, Merrick, New York 11566 (hereinafter referred to as "Morales"):

WITNESSETH:

WHEREAS, Morales, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular, the performance of yoga instruction for children and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Morales.

3. Compensation.

For all services rendered by Morales under this Agreement, the IVF shall pay a fee not to exceed \$4,000 per annum. All services to IVF shall be billed on a monthly basis at \$35.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Morales and submitted to the Freeport Recreation Center for processing.

4. Duties

Morales shall provide the following services to IVF:

The instruction of yoga for children encourages healthy self-esteem, body awareness, and cooperation with others in a non-competitive space. Yoga helps with flexibility, strength, and coordination, as well as teaching breathing and relaxation techniques.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

by one party to the other):

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

Linda Morales
1704 Chestnut Street
Merrick, New York 11566

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Morales hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

LINDA MORALES

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: December 12, 2022

**Re: Personal Services Agreement
Carole Murphy**

The Freeport Recreation Center would like to renew the agreement with Carole Murphy in order to conduct Aquacise classes at the Freeport Recreation Center. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X EXTENSION _____

Contract Term: March 1, 2023—February 29, 2024

Contract Rate: \$18.00 per hour

Sessions: Monday & Wednesdays from 9:00am-9:45am throughout the year

Description: Aquacise is shallow water exercise with minimal strain.

Compensation: The Total Fee to be paid to Ms. Murphy is \$18.00 per hour and not to exceed \$3,000.00.

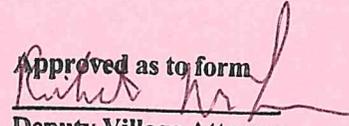
Village to Provide: Pool and Locker Room.

Revenue: The Recreation Center will be charging \$65.00 (Residents) and \$80.00 (Non-Residents per session (10 weeks). During the FYE 2023 contract, the Recreation Center collected approximately \$5,392.00

Expenditures: During the FYE 2023 contract, the Recreation Center has paid Ms. Murphy \$1,260.00. The expense will come out of account A714004 545700 (Non-Employee Salaries).

**Carole Murphy
109 Bergan Place
Freeport, NY 11520
516-528-5440**


Victoria Dinielli


Approved as to form
Deputy Village Attorney

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

WHEREAS, the Freeport Recreation Center needs an individual to teach aquacise classes throughout the year; and

WHEREAS, Carole Murphy, 109 Bergan Place, Freeport, NY 11520 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

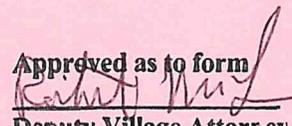
WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$18.00 for a not-to-exceed amount of \$3,000.00; and

WHEREAS, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager Victoria Dinielli, the Mayor be and is hereby authorized to execute a Personal Services Agreement with Carole Murphy, 109 Bergan Place, Freeport, NY 11520 for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$18.00 for a not-to-exceed amount of \$3,000.00; and

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Carole Murphy

March 1, 2023 through February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Carole Murphy, with offices located at 109 Bergen Place, Freeport, New York 11520 (hereinafter referred to as "Murphy"):

WITNESSETH:

WHEREAS, Murphy, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular, the performance of aquacize instruction and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Murphy.

3. Compensation.

For all services rendered by Murphy under this Agreement, the IVF shall pay a fee not to exceed \$3,000.00 per annum. All services to IVF shall be billed on a monthly basis at \$18.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Murphy and submitted to the Freeport Recreation Center for processing.

4. Duties

Murphy shall provide the following services to IVF:

The performance of water exercise classes which shall include aerobics, stretching, and all-body exercises. The classes will take place in a dedicated section of the Freeport Recreation Center pool.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

by one party to the other):

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

Carole Murphy
109 Bergen Place
Freeport, New York, 11520

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

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

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

CAROLE MURPHY

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Freeport Recreation Center needs an individual to teach aquacise classes throughout the year; and

WHEREAS, Carole Murphy, 109 Bergan Place, Freeport, NY 11520 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

WHEREAS, the contract renewal is for a term from March 1, 2022 through February 28, 2023, at an hourly rate of \$18.00 for a not to exceed amount of \$2,000.00; and

WHEREAS, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager Victoria Dinielli, the Mayor be and is hereby authorized to execute a personal services agreement with Carole Murphy, 109 Bergan Place, Freeport, NY 11520 from March 1, 2022 through February 28, 2023 at an hourly rate of \$18.00 for a not to exceed amount of \$2,000.00.

The Clerk polled the Board as follows:

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

cc:

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

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: December 12, 2022

**Re: Personal Service Agreement
Hayat Pineiro**

The Freeport Recreation Center would like to renew the agreement with Hayat Pineiro in order to conduct Adult Zumba classes at the Freeport Recreation Center. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X EXTENSION _____

Contract Term: March 1, 2023—February 29, 2024

Contract Rate: \$35.00 per hour

Sessions: On-going throughout the year

Description: Zumba is a fun filled hour of movement in a party like atmosphere including reggaetone, hip-hop, salsa, meringue & Latin American beats. It is a great aerobic exercise, and a great way to burn off that extra energy!

Classes: Adult Classes: Mondays 7:00-8:00PM

Compensation: The total fee to be paid to Ms. Pineiro will be \$35.00 per hour with a cap of \$2,500.00.

Village to Provide: A room to conduct the class.

Revenue: The Recreation Center will be charging \$65.00 (Residents) and \$80 (Non-Residents) per session (10 classes). During the FYE 2023 contract, the Recreation Center had collected approximately \$3,050.00.

Expenditures: During FYE 2023, the Recreation Center paid Ms. Pineiro \$1,312.50. The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

Hayat Pineiro
578 Gardiners Avenue
Levittown, NY 11756
347-807-3707

Approved as to form

Village Attorney

12/13/2022

Victoria Dinielli

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

WHEREAS, the Incorporated Village of Freeport, from time to time, is in need of services at the Freeport Recreation Center, and;

WHEREAS, Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756 possesses certain skills, knowledge and expertise of a specialized nature in Zumba exercise; and

WHEREAS, the Board of Trustees deems it beneficial to the residents of the Village of Freeport and the members of the Recreation Center to provide for the instruction of Zumba exercise classes; and

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

WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$35.00 for a not-to-exceed amount of \$2,500.00; and

WHEREAS, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized, on behalf of the Village of Freeport, to execute a Personal Services Agreement between the Village of Freeport and Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756 for a term from March 1, 2023 to February 29, 2024, at an hourly rate of \$35.00 for a not-to-exceed amount of \$2,500.00.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

12/13/2022

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Incorporated Village of Freeport, from time to time, is in need of services at the Freeport Recreation Center, and;

WHEREAS, Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756 possesses certain skills, knowledge and expertise of a specialized nature in Zumba exercise; and

WHEREAS, the Board of Trustees deems it beneficial to the residents of the Village of Freeport and the members of the Recreation Center to provide for the instruction of Zumba exercise classes; and

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

WHEREAS, the contract renewal is for a term from March 1, 2022 through February 28, 2023, at an hourly rate of \$35.00 for a not to exceed amount of \$2,500.00; and

WHEREAS, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized, on behalf of the Village of Freeport, to execute a personal services agreement between the Village of Freeport and Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756 from March 1, 2022 through February 28, 2023, for a cost of \$35.00 per hour with a not to exceed contract cap of \$2,500.00.

The Clerk polled the Board as follows:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

HAYAT PINEIRO

MARCH 1, 2023– FEBRUARY 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as “IVF”), and Hayat Pineiro with offices located at 578 Gardiners Avenue, Levittown, New York 11756 (hereinafter referred to as “Pineiro”):

WITNESSETH:

WHEREAS, Pineiro, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular zumba instruction for children, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Pineiro.

3. Compensation.

For all services rendered by Pineiro under this Agreement, the IVF shall pay a fee not to exceed \$2,500 for the term of the contract. All services to IVF shall be billed on a monthly basis in \$35.00 per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Pineiro and submitted to the Freeport Recreation Center for processing.

4. Duties

Pineiro shall provide the following services to IVF:

Pineiro shall conduct Zumba classes for children at the Recreation Center. IVF will provide use of a room at the Recreation Center for the purpose of conducting such classes.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability.

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

8. Assignment.

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

9. Notices.

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

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

Hayat Pineiro
578 Gardiners Avenue
Levittown, New York, 11756

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

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

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

HAYAT PINEIRO

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: December 12, 2022

**Re: Personal Service Agreement
Deborah Stecker**

The Freeport Recreation Center would like to renew the agreement with Deborah Stecker. Ms. Stecker teaches chair yoga. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X _____ AMENDMENT _____

Contract Term: March 1, 2023—February 29, 2024

Contract Rate: \$35.00 per hour

Sessions: 10-week sessions in Fall, Winter and Spring.

Description: Chair Yoga is for anyone who may have difficulty in the average yoga class. The program will teach fundamental yoga poses while seated in a chair, or using a chair as a prop for those who are able to stand.

Classes: Mondays 10:00AM-11:00AM

Compensation: The total fee to be paid to Ms. Stecker will be \$35.00 per hour with a cap of \$2,500.00.

Village to Provide: A room to conduct the class.

Revenue: The Recreation Center will be charging \$65 (Resident) and \$80 (Non-Resident) per 10-week session. During the FYE 2023 contract, the Recreation Center collected \$1,535.00.

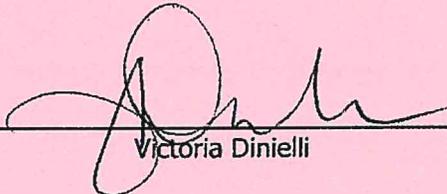
Expenditures: During the FYE 2023 contract, the Recreation Center paid Ms. Stecker \$1,093.75. The expense for this program will come out of account A714004-545700 (Non-Employee Salaries).

Deborah Stecker
89 Jefferson Street
Freeport, NY 11520
(516) 852-5746

Approved as to form

Village Attorney

12/13/2022


Victoria Dinielli

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

WHEREAS, the Freeport Recreation Center needs an individual to teach chair yoga classes throughout the year; and

WHEREAS, Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

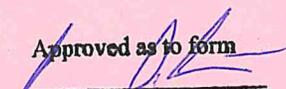
WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$35.00 for a not to exceed amount of \$2,500.00; and

WHEREAS, funding for these services is available in account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, Victoria Dinielli, the Mayor be and is hereby authorized to execute a Personal Services Agreement with Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520, for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$35.00 for a not to exceed amount of \$2,500.00; and

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney
12/13/2022

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager January 11, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Freeport Recreation Center needs an individual to teach chair yoga classes throughout the year; and

WHEREAS, Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

WHEREAS, the contract renewal is for a term from March 1, 2022 through February 28, 2023, at an hourly rate of \$35.00 for a not to exceed amount of \$2,000.00; and

WHEREAS, funding for these services is available in account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, Victoria Dinielli, the Mayor be and is hereby authorized to execute a personal services agreement with Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520, for a period of one year beginning from March 1, 2022 through February 28, 2023 at an hourly rate of \$35 with a not to exceed amount of \$2,000.00.

The Clerk polled the Board as follows:

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

cc:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Deborah Stecker

March 1, 2023 – February 29, 2024

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as “IVF”), and Deborah Stecker with offices located at 89 Jefferson Street, Freeport, New York 11520 (hereinafter referred to as “Stecker”):

WITNESSETH:

WHEREAS, Stecker, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of chair yoga classes, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Stecker.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Stecker under this Agreement, the IVF shall pay Stecker a fee not to exceed \$2,500. All services to IVF shall be billed on a monthly basis at \$35.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Stecker and submitted to the Freeport Recreation Center for processing.

5. Duties

Stecker shall provide the following services to IVF:

Stecker shall conduct chair yoga classes at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

Stecker shall devote such time, attention and energies to the IVF as is required. Stecker 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.

7. No Participation.

Stecker acknowledges and agrees that this contract shall not give or extend to Stecker or his/her employees and/or assigns any rights with respect to 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 Stecker under the terms of this Agreement.

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

Deborah Stecker
89 Jefferson Street
Freeport, New York 11520

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. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Stecker hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Deborah Stecker

APPROVED AS TO FORM:

By: _____
Howard E. Colton
Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: December 12, 2022

**Re: Personnel Services Agreement
Robyn Workman**

The Freeport Recreation Center would like to renew the agreement with Ms. Robyn Workman for the purposes of holding a "Back to Broadway Basics" class. The highlights of this program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2023—February 29, 2024

Contract Rate: \$50.00 per hour payable to Ms. Workman

Sessions: Back to Broadway Basics: 8-week sessions in the Fall, Winter & Spring. There are three different age groups per session.

Description: Back to Broadway Basics is a "prep" course to learn the basic skills and fundamentals for acting, singing & dancing. It's a great class to have kids get their creative juices flowing!

Village Compensation:
The Total Fee to be paid to Ms. Workman will be \$50.00 per hr., with a Cap of \$5,000.00.

Village to Provide: A room to conduct the class.

Revenue: The village will be charging \$60 (Residents) and \$75 (Non-Residents) for an 8-week session. During the FYE 2023 contract, the Recreation Center has collected approximately \$3,915.00.

Expenditures: During FYE 2023, the Recreation Center paid Ms. Workman \$2,300.00. This expense will come out of account A714004-545700 (Non-Employee Salaries).

Robyn Workman
65 Westside Ave.
Freeport, NY 11520

516-528-5668

Approved as to form

Village Attorney

12/13/2022

Victoria Dinielli

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

WHEREAS, the Freeport Recreation Center requires, on an as needed basis, the provision of instruction services for the purpose of holding a “Back to Broadway Basics” class; and

WHEREAS, Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520 is qualified to perform the services required and has proposed to do so at a rate of \$50.00 per hour; and

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

WHEREAS, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$50.00 for a not-to-exceed amount of \$5,000.00; and

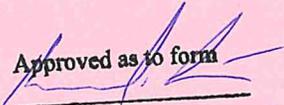
WHEREAS, funding for this service comes out of account A714004-545700 (non-employee salaries); and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to execute any and all documentation necessary to effectuate a Personal Services Agreement between Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520 and the Village of Freeport for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$50.00 for a not-to-exceed amount of \$5,000.00.

The Clerk polled the Board as follows:

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

Approved as to form


Village Attorney

12/13/2022

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager January 11, 2022

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

WHEREAS, the Freeport Recreation Center requires, on an as needed basis, the provision of instruction services for the purpose of holding a "Back to Broadway Basics" class; and

WHEREAS, Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520 is qualified to perform the services required and has proposed to do so at a rate of \$50.00 per hour; and

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

WHEREAS, the contract renewal is for a term from March 1, 2022 through February 28, 2023, at an hourly rate of \$50.00 for a not to exceed amount of \$5,000.00; and

WHEREAS, funding for this service comes out of account A714004-545700 (non-employee salaries); and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to execute any and all documentation necessary to effectuate an agreement between Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520 and the Village of Freeport for a term of one year effective March 1, 2022 through February 28, 2023, at an hourly rate of \$50.00 for a not to exceed amount of \$5,000.00.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Robyn Workman

March 1, 2023 – February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as “IVF”), and Robyn Workman, with offices located at 65 Westside Avenue, Freeport, New York 11520 (hereinafter referred to as “Workman”):

WITNESSETH:

WHEREAS, Workman has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the teaching of basic skills in acting, singing, and dancing classes; and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Workman.

3. Conditional Contract

The parties hereby acknowledge and agree that this agreement is a conditional contract, the force and effect of which is dependent upon an enrollment of at least ten (10) participants in the classes provided for herein. In the event enrollment does not meet ten (10) participants, this contract will be null and void.

4. Compensation.

For all services rendered by Workman under this Agreement, the IVF shall pay Workman a fee not to exceed \$50.00 per hour, with an annual cap of \$5,000.00. All services to IVF

shall be billed on a monthly basis in per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Workman and submitted to the Freeport Recreation Center for processing.

5. Duties

Workman shall provide the following services to IVF:

Workman shall conduct sessions of acting, singing, and dancing programs at the Recreation Center.

All classes will be performed according to a schedule approved, in advance, by IVF.

6. Extent of Services.

Workman shall devote such time, attention and energies to the IVF as is required. Workman 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.

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered when (i) delivered personally, or (ii) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage

prepaid to the parties at the following addresses (or to such address as may be designated in writing by one party to the other):

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

Robyn Workman
65 Westside Avenue
Freeport, New York, 11520

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.

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

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

ROBYN WORKMAN

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
Village Attorney

AGENDA

BOARD OF TRUSTEES' MEETING

December 19, 2022

7. VILLAGE ATTORNEY – Howard E. Colton

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

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

REMOVE

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

ADD

Broadway, south side, from westerly curblines of Mount Avenue west for a distance of 250 feet.

- b) Request the Board of Trustees schedule a Public Hearing on January 9, 2023 at 7:15 P.M., to consider the proposed 2023/2024 Village Budget, and further request the Village Clerk publish the notice in the Freeport Herald.
- c) Request the Board of Trustees schedule a Public Hearing on January 3, 2023 at 7:15 P.M., to consider the proposed contract between the Incorporated Village of Freeport and the Freeport Volunteer Fire Department for the furnishing of fire protection, for the Fiscal Year 2023/2024, for a fee of \$151,000 and further request the Village Clerk publish the notice in the Freeport Herald.

VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: December 9, 2022

RE: Parking Restrictions on Broadway

We have received a request to extend the 30 minute parking restrictions along a stretch of Broadway. We have reviewed this request and find the restrictions to be warranted:

Therefore, it is recommended that Counsel's office prepare the necessary documentation to revise the Vehicle and Traffic Regulations as follows:

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

REMOVE

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

ADD

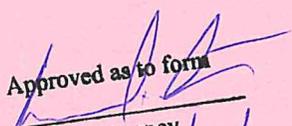
Broadway, south side, from westerly curblineline of Mount Avenue west for a distance of 250 feet.



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

c.

H. Colton, Village Attorney
P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent


Approved as to form

Village Attorney
12/15/2022

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

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, that the VEHICLE AND TRAFFIC REGULATIONS Article III Parking Restrictions be amended as follows:

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

REMOVE

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

ADD

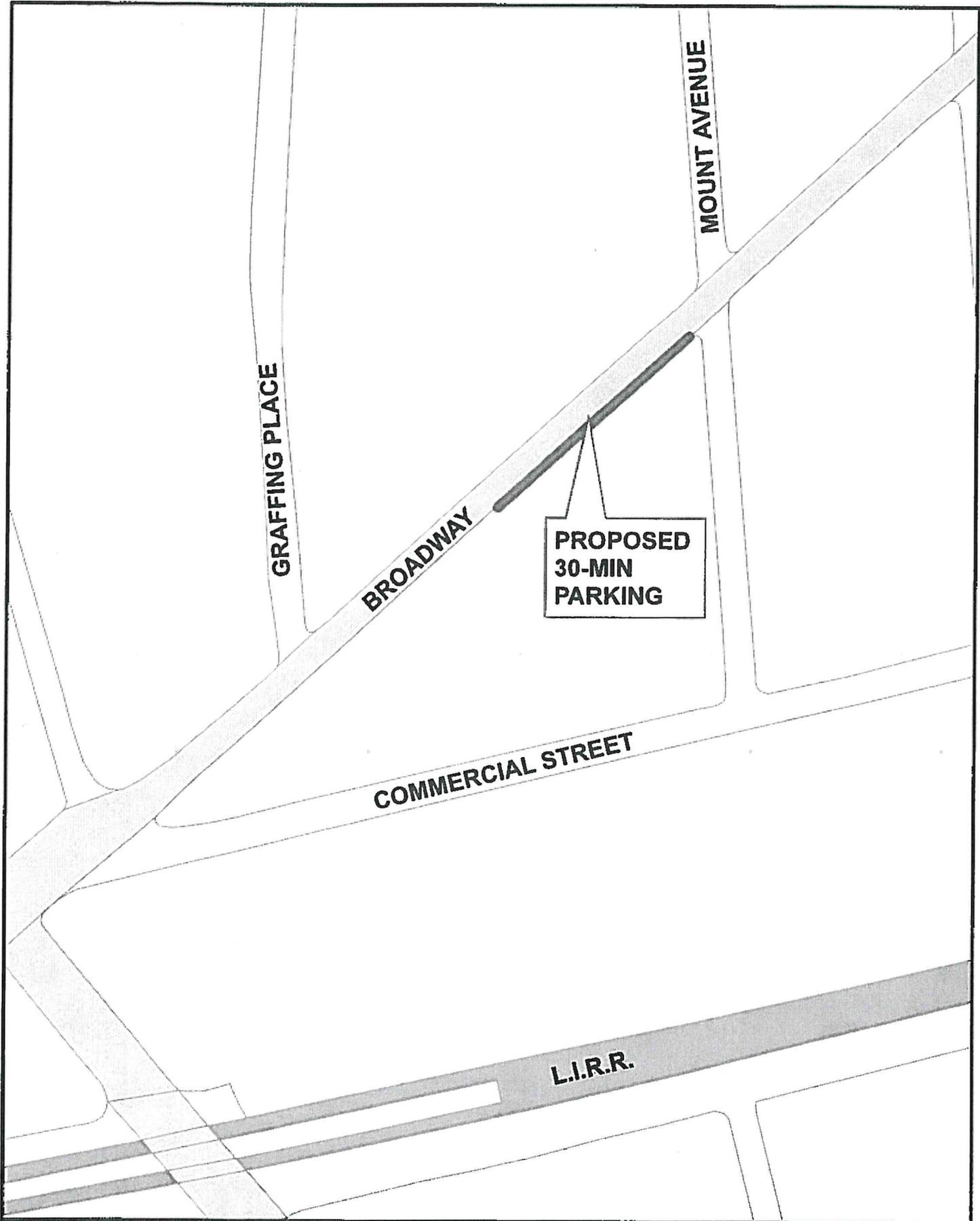
Broadway, south side, from westerly curblines of Mount Avenue west for a distance of 250 feet.

The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 19th day of December 2022.

Approved as to form
Village Attorney
12/13/2022



**PROPOSED PARKING RESTRICTIONS
ON BROADWAY**

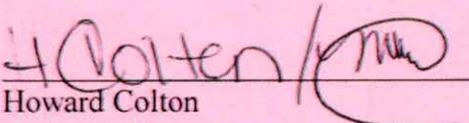


INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Kennedy
From: Howard Colton, Deputy Village Attorney
Date: December 15, 2022
Re: Schedule a Public Hearing on January 9, 2023 - 2023/2024 Village Budget

Our office request a public hearing to be scheduled to consider the proposed 2023/2024 Village Budget, and further request the Village Clerk to publish the notice in the Freeport Herald.

If this meets with your approval, please place it on the Board of Trustees Agenda for a Public Hearing on January 9, 2023 at 7:15PM.


Howard Colton
Deputy Village Attorney

/ml

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that in accordance with §5-508.3 of the Village Law, a budget showing the revenues and expenditures for the Fiscal Year 2023/2024 has been prepared by the Mayor of the Incorporated Village of Freeport, and has been filed with the Village Clerk of the Incorporated Village of Freeport. A copy of the tentative budget will be available at the Office of the Village Clerk where any interested person may inspect it during office hours.

The Board of Trustees of the Incorporated Village of Freeport, New York, will conduct a public hearing on the 9th day of January, 2023 at the Municipal Building, 46 North Ocean Avenue, Freeport, New York, at 7:15 P.M., of the evening of that date, to consider the proposed budget of the Fiscal Year commencing March 1, 2023 and ending February 29, 2024.

At this hearing all persons interested will be given an opportunity to be heard.

Following is a schedule of salaries paid to the Mayor, members of the Board of Trustees, and Village Justice:

Mayor	\$163,295.98
Trustees	\$ 28,154.26
Village Justice	\$ 83,188.30

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Herald and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT,
ss: I, PAMELA WALSH BOENING, Village Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the said Board of Trustees, calling for a public hearing to be duly held in the Conference Room of the Municipal Building of the Village of Freeport, New York, on the 9th day of January 2023 at 7:15 P.M., in the evening, and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 19th day of December, 2022.

Pamela Walsh Boening, Village Clerk

Dated: December 22, 2023
Freeport, New York

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Kennedy

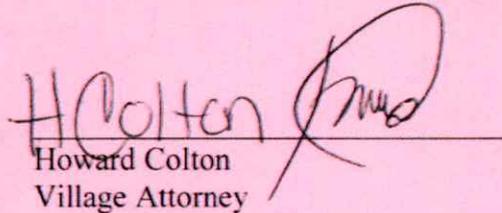
From: Howard Colton, Village Attorney

Date: December 15, 2022

Re: Schedule a Public Hearing on January 9, 2023 –
Freeport Volunteer Fire Department for the furnishing of fire protection,
for the Fiscal Year 2023/2024

Our office request a public hearing to be scheduled to consider the proposed contract between the Village and the Freeport Volunteer Fire Department for the furnishing of fire protection, for the Fiscal Year 2023/2024, for a fee of \$151,000 and further request the Village Clerk to publish the notice in the Freeport Herald.

If this meets with your approval, please place it on the Board of Trustees Agenda for a Public Hearing on January 9, 2023 at 7:15PM.


Howard Colton
Village Attorney

/ml

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that in accordance with provisions of the Village Law §4-412(3), a Public Hearing will be held by the Board of Trustees of the Incorporated Village of Freeport, New York, on the 9th day of January, 2023, at the Municipal Building, 46 North Ocean Avenue, Freeport, New York, at 7:15 P.M. in the evening of that date, to consider the proposed contract between the Incorporated Village of Freeport and the Freeport Volunteer Fire Department for the furnishing of fire protection within the Incorporated Village of Freeport for the Fiscal Year 2023-2024, for a fee of \$151,000.00.

At this hearing all persons interested will be given an opportunity to be heard.

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Herald and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT,
ss: I, PAMELA WALSH BOENING, Village Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the said Board of Trustees, calling for a public hearing to be duly held in the Conference Room of the Municipal Building of the Village of Freeport, New York, on the 9th day of January 2023, at 7:15 P.M., in the evening, and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 19th day of December, 2022.

Pamela Walsh Boening, Village Clerk

Dated: December 19, 2022
Freeport, New York

INCORPORATED VILLAGE OF FREEPORT
WATER DEPARTMENT
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: December 9, 2022

**Re: FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS,
REPAIR FITTINGS & INCIDENTALS - 2023**

On November 6, 1972, the Village Board of Trustees adopted a resolution standardizing Eddy Valves throughout our water distribution system. Currently there are approximately 1400 gate valves in our system. On August 15, 1988, the Village Board of Trustees adopted a resolution standardizing Eddy Fire Hydrants and repair parts manufactured by Clow Corporation. Currently there are approximately 1200 fire hydrants in the Village.

Even though we have standardized the manufacturer, there are many distributors and therefore in accordance with General Municipal Law we must bid these items. The contract under which these items are currently purchased will expire on February 28, 2023. It is therefore necessary to bid the contract for the coming fiscal year. The estimated cost of this purchase contract is \$190,000.00 and funding for this is anticipated to be included in the Water Department Operating Budget (WE97004 – Distribution Expense Contractual). The contract will begin March 1, 2023 and end on February 29, 2024, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 22, 2022. Bid documents will be available from December 27, 2022 through January 6, 2023. Bids will have a returnable date of January 10, 2023, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form
Village Attorney

12/17/2022

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

WHEREAS, on November 6, 1972, the Board adopted a resolution standardizing Eddy Valves throughout the water distribution system and to date, there are approximately 1400 gate valves in the system; and

WHEREAS, on August 15, 1988, the Board adopted a resolution standardizing Eddy fire hydrants and repair parts manufactured by Clow Corporation and to date, there are approximately 1200 fire hydrants in the system; and

WHEREAS, the contract under which these items are currently purchased will expire on February 28, 2023; and

WHEREAS, the Water & Sewer Department is requesting permission to advertise for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023”; and

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

WHEREAS, the contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the estimated cost of this contract is \$190,000.00 and funding for this expense is expected to be included in the Water Department Operating Budget (WE97004 – Distribution Expense Contractual); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023” in the Freeport Herald and other relevant publications of general circulation on December 22, 2022, with bid specifications available from December 27, 2022 through January 6, 2023, with a return date of January 10, 2023.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form
Village Attorney
12/13/2022

NOTICE TO BIDDERS

**FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS,
REPAIR FITTINGS & INCIDENTALS - 2023**

FOR

**THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the following contract:

**“FURNISHING OF FIRE HYDRANTS, GATE VALVES, & REPAIR COUPLINGS,
REPAIR FITTINGS AND INCIDENTALS - 2023”**

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

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, **from 9:00 A.M. on December 27, 2022 until 4:00 P.M. January 6, 2023**. There is no fee for a set of contract documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 22, 2022

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

To: Mayor Robert Kennedy

From: Robert Fisenne, P.E., Superintendent of Public Works

Date: December 9, 2022

Re: 2023 FURNISHING OF LIQUID CAUSTIC SODA

Our current contract will be expiring on February 28, 2023 and therefore it is necessary to bid this purchase contract for the upcoming year. Contract specifications have been completed and therefore, it is requested that we be authorized to advertise for bids. This contract provides unit cost for the purchase of liquid caustic soda. The Water Department uses liquid caustic soda to treat the water prior to being pumped into the distribution system. Water Plant Operators introduce caustic soda into the water system to raise the pH. levels from an acidic state of 5.4 to a neutral or alkaline state of 7.5 to 7.9. This is done to comply with a Nassau County Department of Health requirement for corrosion control purposes. The estimated cost of this purchase contract is \$210,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541110). The contract will be for a one year term beginning March 1, 2023, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 22, 2022. Bid documents will be available from December 27, 2022 through January 6, 2023. Bids will have a returnable date of January 10, 2023, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Village Attorney

12/13/2022

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

WHEREAS, the Freeport Water Department uses various products to treat the water prior to being pumped into the distribution system – one such product being the liquid caustic soda; and

WHEREAS, liquid caustic soda is used by water plant operators to raise P.H. levels from an acidic state of 5.4 to a neutral or alkaline state of 7.5 to 7.9 in order to comply with the Nassau County Department of Health requirement for corrosion control purposes; and

WHEREAS, the current contract will be expiring on February 28, 2023 and therefore it is necessary to bid this purchase contract for the upcoming year; and

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

WHEREAS, the contract will be for a term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the estimated cost of this purchase contract is \$210,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541110); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for the “2023 Furnishing of Liquid Caustic Soda” in the Freeport Herald, and other related publications on December 22, 2022 with bid documents available from December 27, 2022 through January 6, 2023, with a return date of January 10, 2023 with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney 12/13/2022

NOTICE TO BIDDERS

2023 FURNISHING OF LIQUID CAUSTIC SODA

FOR

THE INCORPORATED VILLAGE OF FREEPORT WATER DEPARTMENT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the following contract:

2023 FURNISHING OF LIQUID CAUSTIC SODA

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

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, **from 9:00 A.M. on December 27, 2022 until 4:00 P.M. January 6, 2023**. There is no fee for a set of contract documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 22, 2022

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

To: Mayor Robert T. Kennedy

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

Date: December 9, 2022

Re: Professional Services Agreement for the Maintenance and Repair of the Freeport Water Department Electrical Control Systems.

The Water Department would like approval to enter into a Professional Services agreement for the maintenance and repair of the Water Department's electrical control systems. The electrical control systems integrate water safety controls as well as chemical feed systems necessary for the production and treatment of the Village's water supply.

It is therefore requested that we enter into a Professional Services agreement with Eagle Control Corporation, 23 Old Dock Road, Yaphank, N.Y. 11980 at a total cost not to exceed \$40,000.00. A copy of the rates and terms are attached. The contract will be for a term of one year contract starting on March 1, 2023 and expiring on February 29, 2024.

Funding for these services will come from the Water Department operating budget (WE95004 544810).

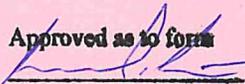
If you have any questions, please let me know.



Robert R. Fisenne, P.E.

Encl.

Approved as to form



Village Attorney

12/13/2022

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

WHEREAS, the Freeport Water Department needs assistance from time to time, for the maintenance of the Department's electrical control systems, which integrate water safety controls as well as chemical feed systems necessary for the production and treatment of the Village's water supply; 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, Eagle Control Corporation, 23 Old Dock Road, Yaphank, New York, 11980 possesses those certain skills, knowledge, and expertise of a specialized nature; and

WHEREAS, the contract will be for a term from March 1, 2023 to February 29, 2024 for a total cost not to exceed \$40,000; and

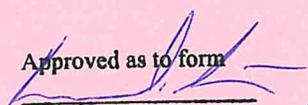
WHEREAS, the cost of these services shall be charged to WE95004 544810 Water Department Operating Budget and there are sufficient funds to cover these costs; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and is hereby authorized to execute a Professional Services Agreement with Eagle Control Corporation, 23 Old Dock Road, Yaphank, New York, 11980, for a term from March 1, 2023 to February 29, 2024 for a total cost not to exceed \$40,000.

The Clerk polled the Board as follows:

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

Approved as to form


Village Attorney

12/13/2022



FIELD SERVICE RATES

We offer the following rates for field service depending on the needs of the customer:

A. Scheduled Service

Should your requirement be routine in nature allowing us to fit you into our schedule you will be charged our scheduled rate.

Overtime Service

In the unlikely event that a scheduled service call should continue beyond the normal working hours of 8:00am to 5:00pm you will be charged the overtime rate.

Emergency Service

Should your requirement be urgent in nature requiring our services on the same day, weekend or holiday you will be charged the emergency rate.

Charges for the above services will differ depending on your service requirements. Field Service consists of troubleshooting and repair of existing instrumentation and control systems. Engineering Service consists of design or programming changes to existing systems.

A summary of our service rates is presented below.

I. Field Service Rates:

A. Scheduled Work Hours 8:00 AM to 5:00 PM	\$155.00 per hour
B. Overtime Hours After 5:00 PM	\$185.00 per hour
C. Emergencies, Saturdays, Sundays, & Legal Holidays	\$210.00 per hour

II. Engineering Service Rates:

A. Scheduled work hours 8:00 AM to 5:00 PM	\$175.00 per hour
B. Overtime Work Hours After 5:00 PM	\$250.00 per hour
C. Emergencies, Saturdays, Sundays, & Legal Holidays	\$300.00 per hour

- NOTES:** (a) Minimum service charge will equal four (4) hours at the appropriate rate.
(b) There is no additional charge for mileage within a 50 mile radius of our Yaphank Office to and from the jobsite.

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

To: Mayor Robert T. Kennedy

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

Date: December 9, 2022

**Re: PROFESSIONAL SERVICES AGREEMENT FOR THE MAINTENANCE OF THE
FREEPORT WATER DEPARTMENT SCADA SYSTEM**

The Water Department would like approval to extend our professional services agreement for the maintenance and repair of the Water Department's Supervisory Control and Data Acquisition (SCADA) system. The SCADA system enables Water Plant Operators to monitor and control water production and treatment for the Village water supply. The current system was initially installed in 2002 and is frequently in need of maintenance and repairs. Funding for these services will come from the Water Department operating budget (WE94004 543210).

It is therefore requested that we extend the professional services agreement for SCADA maintenance for the Freeport Water Department with Wire to Water Inc., 136 Gazza Blvd, Farmingdale, N.Y. 11735 at a total cost not to exceed \$35,000. A copy of the rates and terms are attached. The contract will be for a term of one year beginning March 1, 2023.



Robert R. Fisenne, P.E.

Encl.

c.

P. Lester, Secretary to the Mayor

P. Boening, Village Clerk

K. Weltner, Purchasing Agent

Approved as to form

Village Attorney

12/13/2022

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

WHEREAS, Village of Freeport's Water Department currently utilizes a Supervisory Control and Data Acquisition (SCADA) system, which was first installed in 2002 and now requires an upgrade and repairs; and

WHEREAS, the SCADA system enables water plant operators to monitor and control water production and treatment for the Village's water supply; 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, it is the recommendation of the Superintendent of Public Works to enter into an agreement with Wire to Water Inc., 136 Gazza Boulevard, Farmingdale, New York 11735 to perform the necessary maintenance, repairs and upgrades to the SCADA system; and

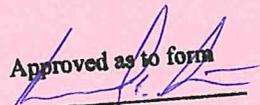
WHEREAS, the contract will be for a term from March 1, 2023 to February 29, 2024 at a total cost not-to-exceed \$35,000; and

WHEREAS, funding for these services will come from the Water Department operating budget (WE94004 543210); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate an agreement with Wire to Water Inc., 136 Gazza Boulevard, Farmingdale, New York 11735, a term from March 1, 2023 to February 29, 2024 at a total cost not-to-exceed \$35,000.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney
12/13/2022



Labor Rate Sheet

(For the Period of January 1, 2023 to December 31, 2023)

For the scheduled rates listed below, Wire to Water Inc. will perform the following services for the *Inc. Village of Freeport* during the year **2023**:

- Scheduled preventative maintenance and repairs to the electrical control and power distribution systems for the Villages Water and Sewer Departments.
- Unscheduled emergency service and repairs to the electrical control and power distribution systems for the Villages Water and Sewer Departments.
- Electrical and technical field services will be performed by OSHA certified electricians and technicians specifically trained and certified for power and control systems electrical maintenance, troubleshooting and repair.
- Engineering office and field services will be performed by OSHA certified engineers to repair and replace Programmable Logic Controllers, Variable Frequency Drives, Reduced Voltage Solid State Controllers, Instrumentation, Supervisory Control and Data Acquisition components, and provide field and office support to technician and electricians on an as needed basis.

Service, repair and upgrade work performed by Wire to Water electricians, technicians and engineers are billed according to the following rate schedule:

(STRAIGHT TIME RATE) - Monday through Friday - 8:00 AM to 4:30 PM

The overtime rate is charged for work performed at most other times including:

(OVERTIME (1-1/2 OT) RATE) - Monday through Friday - 4:30 PM – 8:00 AM and all-day Saturday

The double time rate charged for work performed on Sunday's and holidays including:

(DOUBLE TIME RATE) - Sunday's and all Wire to Water Union Holidays. (A list of holidays is attached to this rate sheet.)

LABOR ITEM	Straight Time Rate	OVERTIME 1-½ OT Rate	Double Time Rate
Local #25 Electrician (Long Island)	\$165.00/hr.	\$247.50/hr.	\$330.00/hr.
Local #25 Apprentice (Long Island)	\$105.00/hr.	\$157.50/hr.	\$210.00/hr.
Wire to Water Engineer	\$185.00/hr.	\$277.50/hr.	\$370.00/hr.
Wire to Water Driver	\$75/hr.	\$112.50/hr.	\$150.00/hr.

For each scheduled service call a “**Minimum Basic Service Charge**” to and from the site will be assessed.

For each response to an emergency service which requires support *within 2 hours* an “**Emergency Service Charge**” to and from the site will be assessed.

Our utility service trucks that are utilized stock most basic material, tools, and spare parts to complete repairs on site with no additional deliveries needed or time wasted obtaining parts from a supply house.

Engineers typically travel by car and only the minimum basic service charge and engineers travel will be assessed.

All “live’ work requires two people for safety reasons.

Below are the additional charges that will be added to the invoices on an “As Utilized Basis”

ADDITIONAL CHARGES	RATE
SCADA Minimum Service	\$350.00
Emergency Service Charge	\$600.00
Minimum Basic Service Charge	\$500.00
Service Truck Charge	\$240.00
Engineer Travel	\$75.00
Mileage Charge (Service Truck Only)	\$.65/mile

All materials utilized in the repair or upgrade will be billed at the current quarter of the Trimble Trade Service Published Electrical Pricing Column 3 pricing with **20%** added for Overhead and Profit.