

AGENDA BOARD OF TRUSTEES' MEETING February 26, 2024

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from February 5, 2024.
- b) Request approval of the Board of Trustees' special meeting minutes from February 5, 2024.
- c) Request approval of the Board of Trustees' Dangerous/Nuisance meeting minutes from February 5, 2024.
- d) Request approval to hang one banner on S. Main Street between Raynor Street and Archer Street, from February 26, 2024 through March 25, 2024, promoting the "Easter Market" and further request the Freeport Electric Department assist in hanging and removing the banner.

2. ASSESSOR – Vilma I. Lancaster

- a) Request approval to renew the agreement with Patriot Properties, 27 Congress Street, Suite 1105, Salem, Massachusetts 01970, for the maintenance and support of the Property Assessment System (PAS) Software, from March 1, 2024 to February 28, 2025, in the amount of \$8,700.
- b) Request retroactive approval to correct the total assessed value in the 2023/2024 and 2024/2025 Final Assessment Rolls for Section 55, Block 101, Lot 250, a/k/a 206 Evans Avenue and Section 55, Block 101, Lot 251, a/k/a 208 Evans Avenue and for the Village Treasurer to process the required tax adjustments and issue a 2023/2024 corrected property tax bill for lot 251 and refund for lot 250, in the amount of \$278.65.
- c) Request retroactive approval to remove exemptions from the 2023/2024 and 2024/2025 Final Assessment Rolls for Section 54, Block 057, Lot 216 a/k/a 37 Connecticut Avenue, and Section 55, Block 360, Lot 833, a/k/a 351 N. Columbus Avenue for a transfer of title from an exempt class to a nonexempt class and for the Village Treasurer to issue corrected 2023/2024 property tax bill to Section 55, Block 360, Lot 833.
- d) Request retroactive approval to update and add to the 2024/2025 Final Assessment Roll for Section 62, Block 230, Lots 65 & 85 a/k/a 159 Hanse Avenue, as a PILOT.
- e) Request approval of the Small Claims Assessment Review (SCAR) Stipulation agreement for the 2023/2024 Final Assessment Roll and for the Village Treasurer to issue a refund to Meyer Suozzi et al in the amount of \$357.56 for the following:

55--347-170 182 MOUNT JOY AVE 357.56

6. GRANTS ADMINISTRATOR – Kathleen Murray

- a) Request authorization to approve the agreement with New York Environmental Facilities Corporation for the Clean Vessel Assistance Operation and Maintenance Grant Program for 2023 for the reimbursed amount of up to \$5,000; and that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement.
- b) Request authorization to submit a grant application with the New York State Archives Local Government Records Management Improvement Fund (LGRMIF), for the Freeport Building Department, in the amount of \$75,000, with no Village match, and that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement.

7. HUMAN RESOURCES – Conor Kirwan

- a) Request approval to renew the contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872, for data entry and administrative services related to the Fire Department Length of Service Award Program (LOSAP), from March 1, 2024 through February 28, 2025, in the amount of \$42,000., with no increase in price.
- b) Request authorization for the fiscal year ending 2025 funding of HRA debit cards, administered by Clarity Benefit Solutions, 77 Brant Avenue, Suite 206, Clark, New Jersey 07066, in the amount of \$190,000., with no increase.
- c) Request to renew the agreement with National EAP, 490 Wheeler Road, Suite 102, Hauppauge, New York 11788, from March 1, 2024 through February 28, 2025, not to exceed amount of \$11,000., with no increase in price.

8. PUBLIC WORKS – Robert R. Fisenne

- a) Request to award the “2024 Annual Asphalt Paving Contract” to Roadwork Ahead Inc., 2186 Kirby Lane, Syosset, New York 11791, the lowest responsible bidder meeting bid specifications, from March 1, 2024 through February 28, 2025, in the amount of \$145,050.

9. PURCHASING DEPARTMENT – Kim Weltner

- a) Request to award bid “Maintenance of Various Office Equipment” to Ditto Copy systems, 209 E. Elizabeth Avenue, Linden, New Jersey 07036, the lowest responsible bidder meeting bid specifications, from March 1, 2024 through February 28, 2025, in the amount of \$13,459.
- b) Request to award bid “2024 Contract for Printing Services” to Minute Man Press, 255 Sunrise Highway, Merrick, New York 11566, the lowest responsible bidder meeting bid specifications, from March 1, 2024 through February 28, 2025, in the amount of \$30,932.

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

TO: Al Livingston, Jr., Superintendent of Electric

FROM: Pamela Walsh Boening, Village Clerk

DATE: February 9, 2024

RE: Banner Request

Applicant: Theocharis Kritiskos

Dates: February 26, 2024 through March 25, 2024

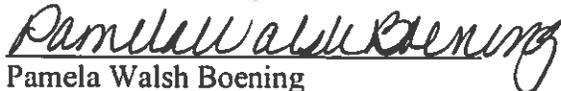
Location: S. Main Street between Raynor Street and Archer Street

Attached please find an application from Theocharis Kritiskos requesting permission to hang one banner promoting the "Easter Market", from February 26, 2024 through March 25, 2024 on S. Main Street between Raynor Street and Archer Street. It is further requested that the Electric Department assist in hanging and removing the banners.

Payment in the amount of \$95 was received.

The applicant will drop off the banner to the Electric Department prior to February 26, 2024.

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



Pamela Walsh Boening

Village Clerk

Attachments

cc: Julian Herrera



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

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

RETURN TO VILLAGE CLERKS OFFICE

APPROVED
Electric Dept Approval for location & duration: <u>2/14/2024</u>
BOT Approval Date: _____

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

1. Applicant Name: Theocharis Kritikos
2. Address: 97 e 2nd street Freeport 11520
3. Phone Number: 516 643-4008
4. Name of Event: Easter market
5. Location of Banner(s): South main st
6. Begin Date: 2, 26, 24 Removal Date: 3, 25, 24

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

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

Theocharis Kritikos
Applicant signature

RECEIVED
2024 FEB -9 P 3:40
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

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

TO: Pamela Walsh Boening, Village Clerk

FROM: Gary Greene, Superintendent of Electric Distribution

DATE: February 14, 2024

RE: Banner Request
Applicant: Theocharis Kritiskos
Dates: February 26, 2024 through March 25, 2024
Locations: S.Main Street between Raynor Street and Archer St.

In regards to the hanging of a Banner Application submitted by Theocharis Kritiskos requesting permission to hang a banner promoting The "Freeport Easter Market" from February 26, 2024 through March 25, 2024. The banner is to be located on S.Main St. between Raynor and Archer St. The Electric Department grants permission for the hanging of this banners and will assist in the hanging and removal of the same.

Gary Greene



Superintendent of Electric Distribution

VILLAGE CLERK'S OFFICE

NAME: Theochans Kritikos RE: BANNER

DATE: 2/19/2024

CHECK ONE	ACCOUNT CODE	DESCRIPTION	CHECK #	CASH	AMOUNT
	199	Alarm Permit \$50 per yr/\$125 pre 3 yr/\$50 sub			
	7	Auctioneer Permit \$25 per year/\$25 daily			
	8	Auto Wrecker License (New & Renewal)			\$575.00
✓	97/28	Banner Request (75% Elec Dept & 25% Clerk) (\$95)		95.00	95.00
	6	Birth Certificate \$10 each copy/ \$22 for genealogy			
	37	Business License \$155 Food & Drink License \$115			
	11	Cabaret License			\$375.00
	14	Claim			
	10	Commuter Parking \$60 Resident/\$190 Non Residents			
	6	Death Transcript \$10 each copy/ \$22 for genealogy			
	24	Electrician's License \$225 New/\$225 Renewal			\$225.00
	385	Electrician's License Shelved \$25 per year			
	319	Filming and Photography \$500 per day			
	120	Filming Rental Property			
	2	Freedom of Information Request			
	47	Garage Sale Permit			\$20.00
	22	Gardeners & Landscapers \$130 + \$30 additional vehicles			
	21	Hawker/Peddler License			\$450.00
	46	Lodging House License			
	9	Maps			\$2.00
	328	Moving of a Building Permit \$300.00 per vehicle			
	119	Pawnbroker			\$250.00
	113	Plumber's License Annual Fee (New/Renewal)			\$235.00
	384	Plumber's License - Shelved			\$25.00
	109	Plumber's Examination Fee (Frpt Master Plumber)			\$460.00
	38	Police Overtime			
	108	Pre-Paid Commercial Parking			
	107	Pre-Paid Municipal Parking \$225 lot #2/\$200 lot#10 lot#16			
	331	Pre-Paid Parking Meter Revenue \$225 per vehicle			
	15	Public Assembly License			
	104	Re-Zoning Application (< 1 sq. block)			\$750.00
	105	Re-Zoning Application (> 1 sq. block)			\$1,875.00
	48	Roll Off Container (2 week intervals-up to 1 month)			\$50.00
	49	Second Hand Dealer's License			\$375.00
	12	Sewer Connection			
	106	Sidewalk Contractor's Annual License			\$75.00
	4	Sidewalk Permit (New \$220) (Existing \$40)			
	110	Site Plan Review Board			
	45	Street Opening Permit (\$250 + Cost of repairs)			
	13	Subdivision Application			
	69	Subpoena			
	111	Taxi Cab Medallion License (New/Renewal)			\$525.00
	100	Taxi Driver License Application (New)			\$75.00
	101	Taxi Driver License Application (Renewal)			\$75.00
	117	Temporary Storage Containers(90 days/+ \$50 max 120 days)			\$100.00
	102	Tow Truck License (Each vehicle)			\$575.00
	103	Transfer Taxi Medallion to New Vehicle			\$100.00
	29	Zoning Board of Appeals			
		OTHER			

SIGNATURE:

Pamela A. Brerly

BILL # _____

Village of Freeport - enQuesta v6 P

CUSTOMER TRANSACTION RECEIPT

TODAY'S DATE: 2/09/24

CONTROL BATCH # 77202 DATE 02/12/2024

BATCH # 25512 TIME 15:36

RECEIPT # 469087 TELLER # 255

CHECK # OFFICE # 1

THEOCHANS KRITIKOS

MISC ELECTRIC

Pmt 71.25

THEOCHANS KRITIKOS

DINNER REQUEST-CLERK

Pmt 23.75

Payment Received:

CASH 95.00

Total Received 95.00

Less Payments 95.00

Cash Back .00

THANK YOU FOR YOUR PAYMENT

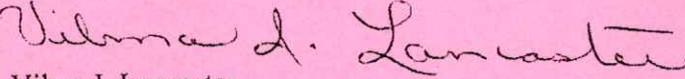
**VILLAGE OF FREEPORT
ASSESSMENT DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE**

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: February 5, 2024
RE: PAS 1.0 Property Assessment System Annual Maintenance and Support

Request retro-active permission from the Board to approve the Property Assessment System 2023/2024 prior year software maintenance and support agreement with Patriot Properties, a Catalis Company to maintain and support the 2024/2025 Property Assessment System (PAS) Software that is currently used for Village Assessments and is necessary for the Tentative and Final rolls, tax bill calculation, Tax Grievance, SCAR and Tax Certiorari tracking.

The 2023/2024 current service agreement expires February 29, 2024 at a rate of \$8,700 and it is paid from budget line A135504 542800. The software maintenance & support rate for 2024/2025 will remain the same as 2023/2024.

The agreement with Patriot Properties, a Catalis Company formed under the laws of the State of NY with its principal place of business at 27 Congress Street, Ste 1105, Salem, MA, 01970.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, on January 9, 2023, the Board approved the annual maintenance fee for the for the Property Assessment System (PAS) from Patriot Properties, a Catalis Company, 27 Congress Street, Ste 1105, Salem, MA 01970, in the amount of \$8,700.00 for March 1, 2023 through February 29, 2024; and

WHEREAS, the PAS Software is used for Village Assessments and is necessary for the Tentative and Final rolls, tax bill calculation, Tax Grievance, SCAR and Tax Certiorari tracking; and

WHEREAS, the Village Assessor is requesting Board approval to enter a service agreement for the annual maintenance and support for PAS with Patriot Properties, a Catalis Company formed under the laws of the State of NY with its principal place of business at 27 Congress Street, Ste 1105, Salem, MA 01970; and

WHEREAS, the 2024/2025 annual service maintenance fee for the original PAS remains at \$8,700.00, the same as in 2023/2024; and

WHEREAS, this expense will be charged to A135504 542800 Service Contracts Repairs; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Assessor, the Board approve and the Mayor be and hereby is authorized to approve the service agreement for the Property Assessment System (PAS) from Patriot Properties, a Catalis Company, 27 Congress Street, Ste 1105, Salem, MA 01970, in the amount of \$8,700.00 for March 1, 2024 through February 28, 2025.

The Clerk polled the Board as follows:

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

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 Assessor
X Attorney
X Bldg. Dept.
Board & Comm.
X Claims Examiner
X Comptroller
X Court

X Fire Dept.
X File
X Personnel
X Police Dept.
X Publicity
X Public Works
X Purchasing

X Rec. Center
X Treasurer
X Dep. Treasurer
X Dep. V. Clerk
OTHER



A CATALIS™ COMPANY

SOFTWARE SERVICE AGREEMENT

This SOFTWARE SERVICE AGREEMENT entered into this 31st day of December 2022, by and between Patriot Properties, a Catalis Company, with principal offices at 27 Congress Street, Suite 1105, Salem, MA, 01970 (hereinafter "PATRIOT") and the Village of Freeport, NY, a municipal corporation with principal offices at 46 North Ocean Avenue, Freeport, NY 11520, hereinafter "MUNICIPALITY").

SERVICE AGREEMENT, the parties agree and acknowledge to an annual maintenance and support fees will be broken down as follows:

PAS and PAS Grievance

Annual Maintenance and Support	\$ 8,700
Total Annual Maintenance and Support	\$ 8,700

Patriot may raise the annual support contract by 3% or the previous year's annual Cost of Living Adjustment (COLA) as calculated by the US Social Security Administration, whichever is greater. Patriot shall provide the MUNICIPALITY with notice of any proposed increase no later than ninety (90) days prior to the anniversary date of the Contract. The absence of such notice shall be construed as the party's intent to maintain the annual support contract the prior year's amount.

The software Maintenance and Support includes the following:

- (a) Identify and resolve all software problems caused by the PROPERTY ASSESSMENT SYSTEM SOFTWARE listed above.
- (b) For hardware and other software problems, provide problem determination services, in compliance with Paragraph 2 (d).
- (c) Provide procedural advice, and general consulting services as required by the Client.
- (d) All of the above services will be provided as quickly as possible after notification of a problem by the user, with an objective of providing an initial response to any problem within four hours. Support will be provided by telephone, internet, or via on-site visit if required.

- (e) Specifically, Patriot agrees to provide whatever assistance is necessary for successful operation of the software. This includes unlimited phone and internet support and virtual meetings and assistance, if required.

1. MODIFICATION, MAINTENANCE, ETC. OF APPLICATION SOFTWARE

- (a) PATRIOT will service and maintain the PROPERTY ASSESSMENT SYSTEM SOFTWARE (PAS) and PAS GRIEVANCE programs.
- (b) PATRIOT shall inform the MUNICIPALITY of all major systems enhancements as developed. Those enhancements which are developed for all PATRIOT PAS customers will be made available as normal software updates at no additional cost. PATRIOT will offer an upgraded CAMA application which can be purchased from PATRIOT at the customer's discretion. PATRIOT agrees to sell the AP5 CAMA Application to the MUNICIPALITY if the MUNICIPALITY elects to purchase the upgrade.

2. WARRANTY - PATRIOT will not be liable for any loss of profits or for any claim or demand against the MUNICIPALITY by any other parties except a claim for patent or copyright infringement as provided herein. PATRIOT warrants to MUNICIPALITY that:

- (a) The application software supplied in this Agreement will operate on the MUNICIPALITY's computers and servers.
- (b) However, the parties recognize that no software system can be guaranteed to be 100% error free, and it is recognized and acknowledged that problems may arise after installation. PATRIOT shall provide the necessary services to correct such problems pursuant to the terms of the Service Maintenance Agreement contained in Paragraph 3 of this contract.
- (c) In no event shall PATRIOT be liable for consequential damages even if PATRIOT has been advised of the possibility of such damages.
- (d) PATRIOT does not assume responsibility for problems caused by hardware or software programs from other vendors, or problems caused by the negligence of others which may require both troubleshooting and proper restoration of files and programs to a running state. PATRIOT is available for support in these matters at our normal rate (currently \$150/hour).
- (e) The warranty provided for above is expressly contingent on proper use and application of software and does not apply if the software is modified or adjusted by anyone other than PATRIOT's authorized representatives. Said warranty shall not apply if the modification, adjustment, or replacement of the software is required wholly or partially because of accident, neglect, or improper operating conditions. In addition, the warranty shall not cover malfunctions caused by defects in the MUNICIPALITY's associated equipment, software, terminals, or networks.

3. TERM AND TERMINATION NOTICE SURVIVAL.

- (a) Termination for convenience: In addition, any other remedies it may have, PATRIOT may terminate this Agreement upon three hundred and sixty-five (365) days' notice to the MUNICIPALITY prior to the annual automatic renewal of this agreement
 - (b) Termination for cause: In addition to any other remedies it may have, either party may terminate this Agreement upon (i) no less than ten (10) days' notice in the case of non-payment, or (ii) no less than thirty (30) days' notice in the case of default other than nonpayment, if the other party breaches any of the terms or conditions of this Agreement
 - (c) Upon termination pursuant to this paragraph and in addition to immediate termination thereby of any and all license(s) granted by PATRIOT to MUNICIPALITY under this Agreement, MUNICIPALITY will pay in full for all amounts due pursuant to this Agreement up to and including the last day on which Maintenance and Support are provided (without either party waiving or releasing any claims against the other party), and in exchange PATRIOT will make all MUNICIPALITY data available to MUNICIPALITY for electronic retrieval for a period of sixty (60) days from the last day on which annual maintenance support is provided, but thereafter PATRIOT may, but is not obligated to (unless notified in writing to do so by MUNICIPALITY), delete stored MUNICIPALITY data.
 - (d) All notices, demands or requests under this Agreement must be in writing and either delivered (i) in person, (ii) by certified mail, prepaid with return receipt requested, or (iii) by overnight with receipt acknowledged, to the respective address of each party first set forth above, or to such other address as such party shall hereafter by notice given to the other party pursuant to this paragraph. Each notice mailed shall be deemed given on the third business day following the mailing of the same, and each notice delivered in person or by overnight courier shall be deemed even when delivered.
 - (e) All sections of this Agreement which by their nature should survive termination will survive termination, including, without limiting, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
4. CANCELLATION: The MUNICIPALITY can cancel this agreement upon 30 days written Notice. If termination is without cause, all annual service fees paid to date will be deemed to be earned and thus not refundable, if for cause, fees are refundable.

5. GENERAL PROVISIONS

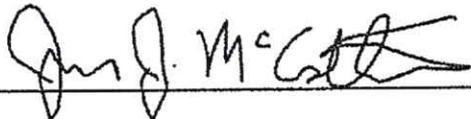
- (a) Data Ownership — All data specific to the MUNICIPALITY such as parcel, inventory, and assessment data as well as documents, pictures or other electronic files that have been imported into the system during an initial data convert, created automatically by the PAS software, or uploaded by the MUNICIPALITY are the sole property of the MUNICIPALITY and will not be sold or made available by PATRIOT to any third party without the express written consent of the MUNICIPALITY. PATRIOT,

however, reserves the right to the MUNICIPALITY data for the purposes of training, debugging, technical support, or software demonstrations to other municipalities.

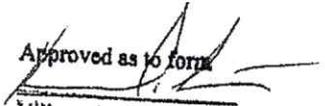
- (b) Unenforceable Terms - If any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall be valid and enforceable according to its terms.
- (c) Governing Law - The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York. Neither party shall be deemed to be the author of this Agreement.
- (d) Entire Agreement - This Agreement, together with its exhibits, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations, or changes in the absence of a writing signed by both parties.
- (e) Headings - The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of the Agreement.
- (f) Counterparts - This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.
- (g) Binding Effect This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors, and assigns.

In WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

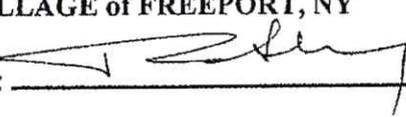
PATRIOT PROPERTIES, INC.

By: 

TITLE: CEO


Approved as to form
Village Attorney 1/26/2023

VILLAGE of FREEPORT, NY

By:  1/26/23

Title: MAYOR

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

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma I. Lancaster, Village Assessor
 DATE: February 9, 2024
 RE: Request to correct the 2023/2024 and 2024/2025 Final Assessment Roll - Clerical Error

Permission is requested for the Assessor to retro-actively correct and decrease the total assessed value of 55-101-250 and increase the total assessed value of 55-101-251. The current assessed value in lot 250 (5,876) and it should be (5,424) on this property. The current assessed value in lot 251 (5,424) and it should be (5,876). The error occurred due to the lot number changes received from Nassau County and the final survey change. The error can be corrected by the Board in accordance with the provisions of RPTL §552.

Where an assessed value amount is an error in essential fact and entered on the taxable portion assessment roll erroneously on a parcel assessed valuation, it is a clerical error RPTL §550(3)(a).

Listed below will be the correct status of the property.

S / B / L	Address	2023 Final Roll	Correction of 2024 Final Roll	Final Roll 2023 AV Differences	Refund Tax Rate \$61.649	Invoice To Bill Tax Rate \$61.649
55 / 101 / 250	206 Evans Ave	5,876	5,424	(452)	\$278.65	
55 / 101 / 251	208 Evans Ave	5,424	5,876	452		\$278.65

Permission is further requested that the Board authorize the Village Assessor to correct the Final Roll of the 2023/2024 and 2024/2025 years. Permission is further requested that the Village Treasurer process the required tax adjustments, bill lot 251, provide a copy of the billing invoice to the Assessor, issue a 2023/2024 corrected property tax bill and refund lot 250.


 Vilma I. Lancaster
 Village Assessor

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

WHEREAS, permission is requested for the Assessor to retro-actively correct the assessed value in the 2023/2024 Final Assessment Roll and 2024/2025 Final Assessment Roll; and

WHEREAS, the clerical error was due to the lot number changes received from Nassau County and the final survey change; and

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

WHEREAS, this error was brought to the Assessor's attention after the adoption of the 2023/2024 and 2024/2025 Final Assessment Rolls; and

WHEREAS, listed below is the correct status of the properties:

S / B / L	Address	2023 Final Roll	Correction of 2024 Final Roll	Final Roll 2023 AV Differences	Refund Tax Rate \$61.649	Invoice To Bill Tax Rate \$61.649
55 / 101 / 250	206 Evans Ave	5,876	5,424	(452)	\$278.65	
55 / 101 / 251	208 Evans Ave	5,424	5,876	452		\$278.65

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review, comprised of members of the Board of Trustees be authorized to retroactively approve the above changes recommended by the Assessor to be made to the 2023/2024 and 2024/2025 Final Assessment Rolls and that the Village Treasurer issue a corrected tax bill; and

FURTHER, BE IT RESOLVED, the Assessor will correct the 2023/2024 and 2024/2025 Final Assessment Rolls and prepare the refund claim form in the amount of \$278.65 (for lot 250) for the 2023/2024 tax year for the property owner to sign for his refund.

The Clerk polled the Board as follows:

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

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

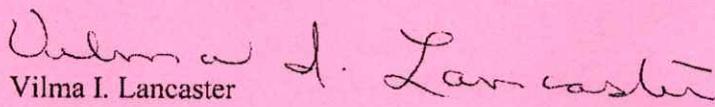
TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: February 7, 2024
RE: Remove Exemptions from 2023/2024 Final Roll and 2024/2025 Final Assessment Roll

Request a retro-active permission for the Assessor to remove from 2023/2024 Final Assessment Roll and 2024/2025 Final Assessment Roll exemption related to a Veteran/Wartime Owned Property (55/360/833) and in 2024/2025 Final Assessment Roll to the Senior Owned Property (54/057/216) that did not file in 2023/2024. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 057 / 216	37 Connecticut Ave	41800 Senior	2024 - 3,970	Deceased 01/03/2024
55 / 360 / 833	351 N Columbus	41131 Veteran / Wartime Combat	2023 - 900 2024 - 780	Deceased 01/14/2024

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2023/2024 corrected property tax bill to 55 / 360 / 833.


Vilma I. Lancaster
Village Assessor

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

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

WHEREAS, the below list consists of changes to assessed tax value after the adoption of the 2023/2024 and 2024/2025 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 057 / 216	37 Connecticut Ave	41800 Senior	2024 - 3,970	Deceased 01/03/2024
55 / 360 / 833	351 N Columbus	41131 Veteran / Wartime Combat	2023 - 900 2024 - 780	Deceased 01/14/2024

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemptions be removed from the 2023/2024 and 2024/2025 Final Assessment Rolls as listed above; and

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

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2023/2024 and 2024/2025 Final Assessment Rolls and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

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

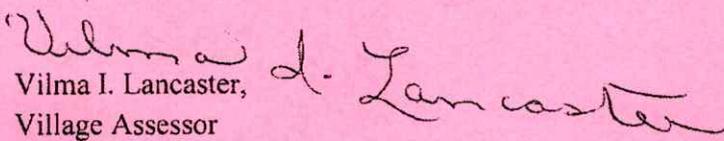
**Incorporated Village of Freeport
INTER-OFFICE MEMO**

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: February 16, 2024
RE: 2024/2025 PILOT final Roll Correction 62 / 230 / 65, 85

A retro-active permission is hereby requested to update and add to the 2024/2025 Final Assessment Roll 159 Hanse Ave as a PILOT. The IDA forwarded a projected dollar allocation for Freeport PILOT amounts of \$31,500 for the 2024/2025 tax year.

The allocated dollar was re-calculated by using the 2024/2025 tax rate (61.561) to obtain the assessed value for PILOT as stated below for the 2024/2025 Roll and entered into PAS to be uploaded to the ENQUESTA tax system for the 2024/2025 tax year.

S / B / L	Property Address	PILOT Owners	2024/2025 PILOT IDA Dollar Allocation Amount	2024/2025 PILOT Assessed Value
62 / 230 / 65, 85	159 Hanse Ave	159 Hanse Development LLC	\$31,500	51.169


Vilma I. Lancaster,
Village Assessor

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

WHEREAS, retroactive permission is requested to update and add to the 2024/2025 Final Assessment Roll for 159 Hanse Ave as a PILOT; and

WHEREAS, the IDA forwarded a projected dollar allocation for Freeport PILOT amounts of \$31,500 for the 2024/2025 tax year; and

WHEREAS, the allocated dollar was re-calculated by using the 2024/2025 tax rate (61.561) to obtain the assessed value for PILOT as stated below for the 2024/2025 Roll and entered into PAS to be uploaded to the ENQUESTA tax system for the 2024/2025 tax year; and

S / B / L	Property Address	PILOT Owners	2024/2025 PILOT IDA Dollar Allocation Amount	2024/2025 PILOT Assessed Value
62 / 230 / 65, 85	159 Hanse Ave	159 Hanse Development LLC	\$31,500	51.169

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees be authorized to retroactively approve the corrections to the 2024/2025 Final Assessment Roll for 159 Hanse Ave.

The Clerk polled the Board as follows:

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

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: February 16, 2024

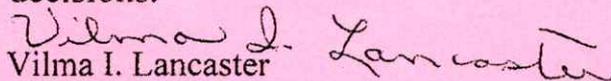
RE: 2023/2024 SCARS for Meyer Suozzi English & Klein, P.C.

The Village Assessor received a SCARS Stipulation Agreement in lieu of Decision from the Hearing Officer. The Petitioner Representative mediated the properties for SCARS and negotiated a reduction or disqualified the assessed value of the properties based on the agreed documents that were presented. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2023/2024 taxes from the attached list have been paid.

Claim Form will be prepared for 2023/2024 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

SCARS 2023 / 2024 Petitioner	Current 2023 AV TOTAL	SCARS 2023 AV	Reduction Amount	Refund (.61649)	Fee (\$30)	Total Refund
Meyer Suozzi English & Klein, P.C.	12,190	11,610	580	\$357.56	0	\$357.56

Permission is further requested for the Village Treasurer to print a 2023 tax bill for the property owner and refund the total amount to Meyer Suozzi English & Klein, P.C. as stated above per total negotiated reduction decisions.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, the Village Assessor is requesting Board approval of the court-ordered Small Claims Assessment Review (SCAR) reductions for:

		2023 SCARS							
		MEYR SUOZI English & Klein PC							
Print Key	Owner	Legal Address	Full Market Value	2023 Value	2023 Decision AV	Difference	Refund Tax Rate	Total Refund	
55--347-170	BAKER STEVEN & TINA	182 MOUNT JOY AVE	506,666	7,600	7020	580	357.56	357.56	
62--A-880	111 Liberty LLC	111 LIBERTY AVE	306,000	4,590	4590				
				12,190	11,610	580	357.56	357.56	

SCARS 2023 / 2024 Petitioner	Current 2023 AV TOTAL	SCARS 2023 AV	Reduction Amount	Refund (.61649)	Fee (\$30)	Total Refund
Meyer Suozzi English & Klein, P.C.	12,190	11,610	580	\$357.56	0	\$357.56

WHEREAS, these refunds are from grievances to the 2023/2024 Final Assessment Roll and apply the amount to the attached list of properties; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Meyer Suozzi English & Klein, P.C. in the amount of \$357.56.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
 Trustee Martinez
 Trustee Squeri
 Trustee Sanchez
 Mayor Kennedy

VOTING
 VOTING
 VOTING
 VOTING
 VOTING

2023 SCARS
MEYR SUOZI English & Klein PC

Print Key	Owner	Legal Address	Full		2023		Refund	Award	Total
			Market Value	2023 Value	Decision AV	Difference			
55--347-170	BAKER STEVEN & TINA	182 MOUNT JOY AVE	506,666	7,600	7020	580	357.56	0.00	357.56
62--A-880	111 Liberty LLC	111 LIBERTY AVE	306,000	4,590	4590	580	357.56	0.00	357.56
				12,190	11,610				

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: February 15, 2024

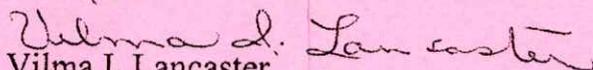
RE: 2023/2024 SCARS for Property Tax Reduction, Inc. (PTRC)

The Village Assessor received SCARS Stipulations from the SCAR Hearing Officer to reduce the assessed values, a no change or disqualify the properties based on the agreed documents that were presented. The SCARS Stipulation from Hearing Officer were received on February 15, 2024. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2023/2024 taxes from the attached list have been paid.

Claim Form will be prepared for 2023/2024 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

SCARS 2023 / 2024 Petitioner	Current 2023 AV TOTAL	SCARS 2023 AV	Reduction Amount	Refund (.61649)	Fee (\$30)	Total Refund
Property Tax Reduction PTRC	44,236	41,974	2,262	\$1,394.50	\$30.00	\$1,424.50

Permission is further requested for the Village Treasurer to print a 2023 tax bill and refund the total amount to Property Tax Reduction (PTRC) as stated above per total negotiated reduction decisions.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, the Village Assessor is requesting Board approval of the court-ordered Small Claims Assessment Review (SCAR) reductions for:

SCARS 2023 / 2024 Petitioner	Current 2023 AV TOTAL	SCARS 2023 AV	Reduction Amount	Refund (.61649)	Fee (\$30)	Total Refund
Property Tax Reduction PTRC	44,236	41,974	2,262	\$1,394.50	\$30.00	\$1,424.50

WHEREAS, these refunds are from grievances to the 2023/2024 Final Assessment Roll and apply the amount to the attached list of properties; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Property Tax Reduction (PTRC) in the amount of \$1,424.50.

The Clerk polled the Board as follows:

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

PTRC 2023 SCARS

0.61649

Print Key	Owner	Legal Address	Full		2023		Refund	Award	Total
			Market Value	2023 Value	Decision AV	Difference			
55--230-270	TAYLOR OLUSOLA	146 BROADWAY	603,333	9,050	6788	2,262	1,394.50	30.00	1,424.50
55--372-127	RODRIGUEZ, REYES, MARTE	117 LILLIAN AVE	442,066	6,336	6336	0	0.00		0.00
62--034-170	KEVIN KHAN	10 CLINTON ST	756,666	11,350	11,350	0	0.00		0.00
62--085-11	PADILLA J & PESANTES Y	66 GORDON PL	540,000	8,100	8,100	0	0.00		0.00
62--203-032	DENNY LAJES	3 JEFFREY CT	626,666	9,400	9,400	0	0.00		0.00
TOTAL			44,236	41,974	2,262	1,394.50	30.00	1,424.50	

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

To: Mayor Robert T. Kennedy
From: Sergio A. Mauras., Superintendent of Buildings
Date: February 16, 2024

Re: Rebid of 2024 Emergency Board-Ups in the Village of Freeport (revised)

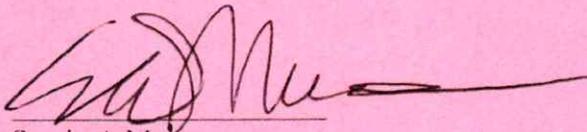
On January 8, 2024, the Board of Trustees approved the "2024 Emergency Board Ups" contract bid to be published on January 11, 2024, with a return date of February 6, 2024. At the bid opening, two bids were received for the referenced contract. Under this contract, the contractor will bid for the right to be the sole provider to secure vacant properties and or those properties that may have had a fire and need to be secured and protected.

It has been determined that the Village will see more competitive results if the project is rebid.

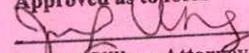
Therefore, it is requested that the Board reject all bids received on February 06, 2024 for the **2024 Emergency Board-Ups in the Village of Freeport.**

It is also requested that we be authorized to advertise for re-bid of this project.

Therefore, it is requested that we be authorized to advertise contract "**Rebid of the 2024 Emergency Board-Ups in the Village of Freeport**" in the Freeport Herald and other related publications on **February 29, 2024**. Specifications will be available from **9:00 A.M. on Monday, March 04, 2024 until 4:00 P.M. until Friday, March 08, 2024**. The bids will have a returnable date of **March 12, 2024**, with bids scheduled to be opened at 11:00 a.m.



Sergio A Mauras.
Supt. of Building Department

Approved as to form

Deputy Village Attorney

Encl.

- c. T. D'Orta, Purchasing Agent
- P. Lester, Secretary to the Mayor
- P. Boening, Village Clerk

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

WHEREAS, on January 8, 2024, the Board authorized the Village Clerk to advertise a Notice to Bidders for the “2024- Emergency Board-Ups in the Inc. Village of Freeport”; and

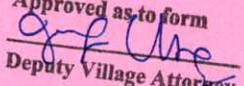
WHEREAS, at the bid opening on February 6, 2024, the Buildings Department received two (2) bid for the referenced contract; and for the referenced contract; and

WHEREAS, it has been determined that the Village will see more competitive results if the project is rebid; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the bids received on February 6, 2024 for the “2024- Emergency Board-Ups in the Inc. Village of Freeport”, be rejected.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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: Sergio A. Mauras, Superintendent of Buildings January 10, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 8, 2024:

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

WHEREAS, the Village’s Annual Emergency Board Ups Contract, which provides for emergency board ups on vacant and/or damaged property throughout the Village expires on February 29, 2024; and

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

WHEREAS, the Superintendent of Buildings is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the “2024- Emergency Board-Ups in the Inc. Village of Freeport”; and

WHEREAS, contract specifications for the referenced project have been completed; and

WHEREAS, the new contract would be for a term of one (1) year from March 1, 2024 through February 28, 2025, with an option in favor of the Village to extend for two (2) additional one-year terms; and

WHEREAS, the anticipated annual cost of the contract is \$55,000 (per year); and

WHEREAS, the funding for the board ups will be made from the Building Department’s Budget line A362004 543530; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for the “2024- Emergency Board-Ups in the Inc. Village of Freeport”, in the Freeport Herald and other relevant publications on January 11, 2024, with the specifications available from January 16, 2024 to February 2, 2024, with a return date of February 6, 2024.

The Clerk polled the Board as follows:

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

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

Mayor Kennedy

In Favor

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

 Board & Comm.

X Claims Examiner

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

 OTHER

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

To: Mayor Robert T. Kennedy

From: Sergio A. Mauras., Superintendent of Buildings

Date: February 16, 2024

Re: Rebid of 2024 Emergency Board-Ups in the Village of Freeport (revised)

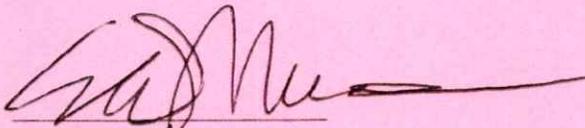
On January 8, 2024, the Board of Trustees approved the "2024 Emergency Board Ups" contract bid to be published on January 11, 2024, with a return date of February 6, 2024. At the bid opening, two bids were received for the referenced contract. Under this contract, the contractor will bid for the right to be the sole provider to secure vacant properties and or those properties that may have had a fire and need to be secured and protected.

It has been determined that the Village will see more competitive results if the project is rebid.

Therefore, it is requested that the Board reject all bids received on February 06, 2024 for the **2024 Emergency Board-Ups in the Village of Freeport.**

It is also requested that we be authorized to advertise for re-bid of this project.

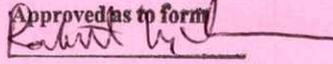
Therefore, it is requested that we be authorized to advertise contract "**Rebid of the 2024 Emergency Board-Ups in the Village of Freeport**" in the Freeport Herald and other related publications on **February 29, 2024**. Specifications will be available from **9:00 A.M. on Monday, March 04, 2024 until 4:00 P.M. until Friday, March 08, 2024**. The bids will have a returnable date of **March 12, 2024**, with bids scheduled to be opened at 11:00 a.m.



Sergio A Mauras.
Supt. of Building Department

Encl.

- c. T. D'Orta, Purchasing Agent
- P. Lester, Secretary to the Mayor
- P. Boening, Village Clerk

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village’s Annual Emergency Board Ups Contract, which provides for emergency board ups on vacant and/or damaged property throughout the Village expires on February 29, 2024; and

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

WHEREAS, the Superintendent of Buildings is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the “2024- Emergency Board-Ups in the Inc. Village of Freeport Re-bid”; and

WHEREAS, the new contract would be for a term of one (1) year from March 1, 2024 through February 28, 2025, with an option in favor of the Village to extend for two (2) additional one-year terms; and

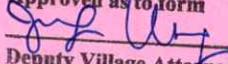
WHEREAS, the anticipated annual cost of the contract is \$55,000 (per year); and

WHEREAS, the funding for the board ups will be made from the Building Department’s Budget line A362004 543530; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for the “2024- Emergency Board-Ups in the Inc. Village of Freeport Re-bid”, in the Freeport Herald and other relevant publications on February 29, 2024, with the specifications available from March 04, 2024 to March 08, 2024, with a return date of March 12, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2024-EMERGENCY BOARD-UPS IN THE INC. VILLAGE OF FREEPORT

FOR

**THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

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

“2024- EMERGENCY BOARD-UPS IN THE VILLAGE OF FREEPORT RE-BID”

until 11:00 A.M. on **Tuesday March 12, 2024**, 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.com 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 Monday March 04, 2024 until 4:00 P.M. Friday March 08, 2024**. There is no fee for the bid documents.

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

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

Taylor D’Orta
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – February 29, 2024
Freeport Leader

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: February 14, 2024
To: Mayor Robert T. Kennedy
From: Anthony Fiore, Acting Superintendent of Electric Utilities
Re: Certifications for GOSR Project – SCADA System Upgrade
Village Bid #21-04-ELEC-552

At the April 26, 2021 Board meeting, the Board awarded Bid #21-04-ELEC-552 for the “Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System” to Advanced Control Systems, Inc. (ACS), 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00. This project is being funded by the Governor’s Office of Storm Recovery (GOSR).

The upgraded SCADA system requires audits and certifications to comply with regulations mandated by the New York State Department of Environmental Conservation and the US Environmental Protection Agency. For the past several years, Air Tox Environmental Company has been performing various certifications and audits for the Electric Department. The tests for the upgraded system are outside the scope of duties listed in our current contract with Air Tox Environmental Company. Air Tox will complete all the necessary tests for a fixed cost of \$22,000.00.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board retroactively approve the certification testing of the upgraded SCADA System by Air Tox Environmental Company, Inc., of 479 Tolland Turnpike, Willington, CT 06279 for a fixed cost of \$22,000.00. Further, that the Mayor be authorized to execute any and all documents necessary and proper to procure this reimbursement. This expense will be funded from Account #E 110000.

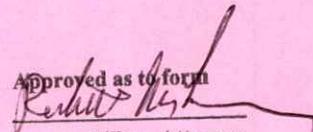


Digitally signed by Anthony Fiore
DN: cn=Anthony Fiore, o=Village of
Freeport, ou=Freeport Electric,
email=afiore@freeportelectric.com,
c=US
Date: 2024.02.15 07:34:19 -0500

Anthony Fiore
Acting Superintendent of Electric Utilities

AF:db
Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on April 26, 2021, the Board awarded the Bid #21-04-ELEC-552 for the “Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System” to Advanced Control Systems, (ACS) Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00; and

WHEREAS, this project is being funded by the Governor’s Office of Storm Recovery (GOSR); and

WHEREAS, the Village’s SCADA system provides electronic control of Freeport Electric’s distribution grid and is also used to monitor critical infrastructure systems to provide early warning of potential disaster situations; and

WHEREAS, the upgraded SCADA system requires audits and certifications to comply with regulations mandated by the New York State Department of Environmental Conservation and the US Environmental Protection Agency; and

WHEREAS, for the past several years, Air Tox Environmental Company, Inc., 479 Tolland Turnpike, Willington, Connecticut 06279, has been performing various certifications and audits for the Electric Department; and

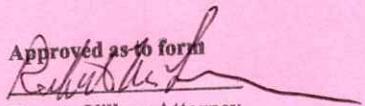
WHEREAS, Air Tox will complete all the necessary tests for a fixed cost of \$22,000.00; and

WHEREAS, the cost of the SCADA System Upgrade with Operator Monitor will be charged to E 110000 (Electric – Construction Work in Progress) and is being funded by the Governor’s Office of Storm Recovery (GOSR); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the certification testing for the “Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System”, Bid #21-04-ELEC-552 with Air Tox Environmental Company, Inc., 479 Tolland Turnpike, Willington, Connecticut 06279 for a fixed cost of \$22,000.00.

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

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities April 28, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 26, 2021:

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

WHEREAS, the Village of Freeport has solicited bids for Bid #21-04-ELEC-552 for the Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System; and

WHEREAS, the Village's SCADA system provides electronic control of Freeport Electric's distribution grid and is also used to monitor critical infrastructure systems to provide early warning of potential disaster situations; and

WHEREAS, the current system, purchased from EFACEC Advanced Control Systems (ACS) in 2010, is in need of upgrade, as it is the backbone to the ongoing microgrid project; and

WHEREAS, twenty-six bids were distributed and one bid was received by the closing date on April 6, 2021; and

WHEREAS, the only responsive and responsible bidder was Advanced Control Systems, (ACS) Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00; and

WHEREAS, the cost of the SCADA System Upgrade with Operator Monitor will be charged to E 110000 (Electric – Construction Work in Progress) and is being funded by the Governor's Office of Storm Recovery (GOSR); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award Bid #21-04-ELEC-552 for the "Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System" be awarded to Advanced Control Systems, (ACS) Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Absent
Trustee Martinez	In Favor
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.

Trustee Sanchez
Mayor Kennedy

In Favor
In Favor

cc:

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

Purchase Request Justification

Date: 9/26/2023

VENDOR:	Air Tox Environmental 479 Tolland Tpke Willington, CT 06279
ATTEN:	Glen Lundstrom
PHONE:	860-487-5606 x107
FAX. #	
E-Mail:	Glen Lundstrom <glen@airtoxenviro.com>

Quantity	Amount	Item #	Code	Description	
1	\$22,000.00		WO2506	Freeport Continuous Emission Monitoring System Certification Proposal No. 23097	22,000.00
Total					\$22,000.00

Ship To: N/A

Justification: EPA/DEC mandated certifications needed for new CEMS equipment. Air Tox is under contract or professional service agreement to perform this work. See attached proposl.

Approval date _____ P.O. Request # _____

Person Requesting: _____



September 15, 2023

Freeport Electric
220 Sunrise Hwy
Freeport, NY 11520

PROPOSAL# 23097

Attn: Keith Muchnick

RE: CEMS Certifications

Dear Mr. Muchnick,
Air Tox Environmental Company, Inc. (Air Tox) of Willington, Connecticut, is pleased to present this proposal to Freeport Electric located in the Village of Freeport to perform initial certification events for the upgraded continuous emissions monitoring systems (CEMS) monitoring NO_x, O₂, CO and NH₃ on the turbine located at the Freeport municipal power facility located in Freeport, New York. The scope of work as we understand it to be is as follows:

SCOPE OF WORK

CEMS CERTIFICATION EVENTS:

Air Tox will assist the plant in evaluation of the daily calibrations to ensure that the new CEMS completes the 7-day calibration drift check for NO_x, CO and O₂ in accordance with PS-3 of 40 CFR Part 75, Appendix A and PS-2 of 40 CFR Part 60, Appendix B. If at any point during the check, one or more of the constituents fails the daily check, Air Tox will work with the plant to determine the cause, remedy the situation and restart the test.

Air Tox will perform cycle time and 3-point linearity gas audits for NO_x and O₂ and cylinder gas audits for CO in accordance with 40 CFR 75 Appendix A and 40 CFR 60, Appendix B. The unit must be operating during these audits and it will be the responsibility of Freeport Electric to operate the unit in a manner to satisfy the requirements of this audit and supply all necessary calibration gas bottles.

Within thirty (30) days following the completion of the audits and certification events, Air Tox will provide Freeport Electric with a report detailing the audit results. This report will be suitable for submission to the New York Department of Environmental Conservation (NYDEC) and United States Environmental Protection Agency (US EPA).

RELATIVE ACCURACY TEST AUDIT:

During Q4, 2023, Air Tox will perform the relative accuracy test audit (RATA) on the upgraded CEMS monitoring the turbine emissions. Prior to the RATA testing, Air Tox will prepare the test protocol detailing the methodologies that will be used during this test program. This protocol will be suitable for submission to the NYDEC and US EPA.

Upon approval of the test protocol by the NYDEC, Air Tox will schedule a mutually acceptable time with Freeport Electric to perform the RATA. These RATA program will consist of measuring the following parameters with the appropriate test methodologies:

EMISSION PARAMETERS

- Diluent (O₂)
- Oxides of Nitrogen (NO_x as NO₂)
- Carbon Monoxide (CO)
- Ammonia (NH₃)

REFERENCE METHODS

- EPA Method 3A & PS3
- EPA Method 7E & PS2
- EPA Method 10
- EPA Method 320

An instrumental sampling system, utilizing Reference Methods 3A, 7E, 10 and 320 will determine the relative accuracy of each of emission concentrations of the parameters listed above. Results will be available on-site as testing progresses. A minimum of nine (9) and a maximum of twelve (12) relative accuracy test runs will be performed during this test program.

Within forty five (45) days following completion of the field effort, Air Tox will supply Freeport Electric with a copy of the final report detailing the results of the test program. The report will include a summary of results, all original data sheets, laboratory analysis sheets, calculation sheets, equipment calibration sheets, as well as copies of laboratory certification and equipment calibration sheets.

As part of this project, Freeport Electric will be expected to provide the following:

- ◆ Proper and stable operation of the turbine at required loads.
- ◆ Sampling ports & safe access thereto (scaffolding and man-lifts if necessary).
- ◆ 240/120V 30amp Single Phase circuit and 4-prong receptacle (range type).
- ◆ Adequate 120 VAC circuits for test equipment.
- ◆ Personnel to record process data and coordinate the test program.
- ◆ Cooperation towards successful completion of the project.

CEMS MONITORING & QA PLANS:

As part of this certification process, Air Tox will update the Electronic Monitoring Plan (EMP) in ECMPS as well as upload all certification events. Additionally, since the CEMS

hardware is changing, Air Tox will update the facility QA/QC plan to match the new CEMS configuration.

FUNDING

Air Tox proposes to perform the Scope of Work detailed above for the fixed price of \$22,000 exclusive of all state and local taxes. Pricing assumes that the RATA will be completed in one day with a single mobilization. Remobilization and downtime charges will be incurred as follows:

Remobilization (if required)	\$ 4,500 per event
Standby rate (if required)	\$ 650 per hour

Air Tox is ready to begin the tasks outlined in this proposal immediately upon receipt of a written purchase order.

Costs include all testing and documentation outlined above, including equipment and laboratory analysis fees. Process upsets, unusually inclement weather, or other factors beyond the direct control of Air Tox that would require additional time may impose additional costs will be billed on a time and materials basis. No additional costs will be billed, however, without prior approval from Freeport Electric.

TERMS AND CONDITIONS

Freeport Electric will be invoiced upon the completion of each certification event as outlined in this proposal. All invoices are due Net 30 from date of invoice. Prices quoted do not include state and local taxes, if applicable. This quotation is valid for a period of 60 days and is based on mutually acceptable terms and conditions.

Air Tox appreciates this opportunity to be of service to Freeport Electric. If you have any questions, or require further information, feel free to contact me at your convenience.

Sincerely,
Air Tox Environmental Company, Inc.



Glen E. Lundstrom
Chief Operating Officer

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: February 21, 2024
To: Mayor Robert T. Kennedy
From: Anthony Fiore, Acting Superintendent of Electric Utilities
Re: Request for Contract Extension – InfoSend, Inc. (Revised)
Printing and Mailing Services

On February 25, 2019, the Board awarded the contract for printing and mailing services to InfoSend, Inc. The initial term of the contract was set to expire on February 28, 2022. However, there is an option to extend the contract for up to two additional one-year terms upon the mutual agreement of the Parties. On February 28, 2022, the Board approved the extension of the agreement for a one-year term, until February 28, 2023. On June 19, 2023, the Board approved extending the contract to February 29, 2024. The Electric Department is requesting an extension of the RFP as InfoSend has agreed to hold its prices for the upcoming fiscal year.

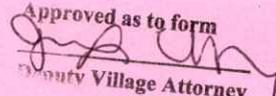
The actual cost of the contract is dependent on the actual number of statements or notices processed. Recently, the price of stamps increased. It is estimated that the monthly billing will be approximately \$13,500.00/month. The contract cap for March 1, 2023 to February 29, 2024 was \$162,000.00. There is approximately \$17,000.00 remaining on the contract. To allow for potential postage increases through the 2025 fiscal year, the Electric Department estimates a contract cap of \$166,000.00.

Therefore, it is the recommendation of the Acting Superintendent of Electric Utilities that the Mayor and the Board approve extending the printing and mailing services contract with InfoSend, Inc. located at 4240 E. La Palma Ave., Anaheim, CA 92807 from March 1, 2024 to February 28, 2025 for an approximate cost of \$166,000.00. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement amendment. These services will be charged to accounts E7613000 576100 (Electric Billing and Accounting), A132504 540200 (Treasurer-Printing Stationery Supplies) and WE93004 540200 (Water-Printing Stationery Supplies).


Digitally signed by Anthony Fiore
DN: cn=Anthony Fiore, o=Village of Freeport, ou=Electric Department, email=afiore@freeportvillage.org, c=CA

Anthony Fiore
Acting Superintendent of Electric Utilities

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 25, 2019, the Board awarded the contract for printing and mailing services to InfoSend, Inc., 4240 E. La Palma Ave., Anaheim, CA 92807 for a three year term, commencing March 1, 2019 through February 28, 2022, with an option to extend the contract for up to two additional one-year terms upon the mutual agreement of the Parties; and on February 28, 2022, the Board approved the Agreement Amendment 1 with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 to extend the contract for one year (First Renewal Term) from March 1, 2022, until February 28, 2023 for a cost of \$150,000 with no increase in unit price; and

WHEREAS, on June 19, 2023, the Board approved the Agreement Amendment 2 with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 to extend the contract for a second year (Second Renewal Term) retroactive from March 1, 2023, until February 29, 2024 for an estimated contract cap of \$162,000; and

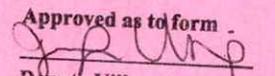
WHEREAS, the Village and InfoSend now wish to extend the term for an additional year (Third Renewal Term) from March 1, 2024, until February 28, 2025 for an approximate cost of \$166,000.00; and

WHEREAS, these services will be charged to accounts E7613000 576100 (Electric Billing and Accounting), A132504 540200 (Treasurer-Printing Stationery Supplies) and WE93004 540200 (Water-Printing Stationery Supplies); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby is authorized to execute any and all documents to effectuate the Agreement Amendment 3 with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807, to extend the contract for an additional year (Third Renewal Term) from March 1, 2024, until February 28, 2028 for an approximate cost of \$166,000.00.

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

Deputy Village Attorney

**INFOSEND MASTER SERVICE AGREEMENT
AMENDMENT 3**

**INC. VILLAGE OF FREEPORT
AND
INFOSEND, INC.**

This AMENDMENT 3 dated _____, 2024, is made to that certain agreement dated March 1, 2019 (the "Agreement"), and is by and between the Inc. Village of Freeport ("Client"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520, and InfoSend, Inc. ("InfoSend"), having its main office at 4240 E. La Palma Avenue, Anaheim, CA 92807.

WHEREAS, the Client and InfoSend now wish to amend the Agreement to extend the term for one year with pricing remaining the same.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the IVF and the Contractor agree that the following sections of the Agreement are amended as stated below.

Article 5. Term & Termination, add as follows to 5.1 Term:

As mutually agreed to by both parties, this Agreement is extended for a period of one (1) year that shall run from March 1, 2024, until February 28, 2025.

All other terms and conditions of the Agreement shall remain in full force and effect.

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

INC. VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

INFOSEND, INC.

BY: 
RUSS REZAI, PRESIDENT

APPROVED AS TO FORM:

Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities February 26, 2019
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 25, 2019:

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

WHEREAS, on January 7, 2019, the Board approved the award of the Printing and Mailing Services RFP to InfoSend, Inc., 4240 East La Palma Avenue, Anaheim, California 92807; and

WHEREAS, there was an error in the memorandum that was continued through the resolution regarding the term of bid award, which should have been for a three year term, not a two year term as was approved; and

WHEREAS, the term of the bid award should read “[T]he term of the contract shall be for three (3) years starting March 1, 2019, with an option to extend the contract for up to two additional one-year terms upon the mutual agreement of the Parties”; and

WHEREAS, all the other terms and conditions of the previously approved resolution will still be in effect, including the costs and budgeting lines; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, that the Board of Trustees approve and the Mayor be and hereby is authorized to execute any and all documents to effectuate the contract with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 for a three year term, commencing March 1, 2019 through February 28, 2022, with an option to extend the contract for up to two additional one-year terms.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Pifeyro	In Favor
Trustee Ellerbe	In Favor
Trustee White	Excused
Mayor Kennedy	In Favor

Copy to:

<input checked="" type="checkbox"/> Auditor	<input checked="" type="checkbox"/> Court	<input checked="" type="checkbox"/> Purchasing
<input checked="" type="checkbox"/> Assessor	<input checked="" type="checkbox"/> Electric Utili.	<input checked="" type="checkbox"/> Registrar
<input checked="" type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Fire Dept.	<input checked="" type="checkbox"/> Rec. Center
<input checked="" type="checkbox"/> Bldg. Dept.	<input checked="" type="checkbox"/> File	<input checked="" type="checkbox"/> 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: Al Livingston Jr., Superintendent of Electric Utilities March 1, 2022
FROM: Lisa DeBourg, Deputy Village Clerk

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

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

WHEREAS, on February 25, 2019, the Board awarded the contract for printing and mailing services to InfoSend, Inc., 4240 E. La Palma Ave., Anaheim, CA 92807 for a three year term, commencing March 1, 2019 through February 28, 2022, with an option to extend the contract for up to two additional one-year terms upon the mutual agreement of the Parties; and

WHEREAS, the Village and InfoSend now wish to extend the term for one year (First Renewal Term) for a term running from March 1, 2022, until February 28, 2023 for a cost of \$150,000, with no increase in unit price; and

WHEREAS, these services will be charged to accounts E7613000 576100 (Electric Billing and Accounting), A132504 540200 (Treasurer-Printing Stationery Supplies) and WE93004 540200 (Water-Printing Stationery Supplies), and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, Board approve and the Mayor be and hereby is authorized to execute any and all documents to effectuate the Agreement Amendment 1 with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 to extend the contract for one year (First Renewal Term) from March 1, 2022, until February 28, 2023 for a cost of \$150,000 with no increase in unit price.

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 <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>

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities June 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 19, 2023:

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

WHEREAS, on February 25, 2019, the Board awarded the contract for printing and mailing services to InfoSend, Inc., 4240 E. La Palma Ave., Anaheim, CA 92807 for a three year term, commencing March 1, 2019 through February 28, 2022, with an option to extend the contract for up to two additional one-year terms upon the mutual agreement of the Parties; and

WHEREAS, on February 28, 2022, the Board approved the Agreement Amendment 1 with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 to extend the contract for one year (First Renewal Term) from March 1, 2022, until February 28, 2023 for a cost of \$150,000 with no increase in unit price; and

WHEREAS, the Village and InfoSend now wish to extend the term for second and final year (Second Renewal Term) for a term retroactive from March 1, 2023, until February 29, 2024 for an estimated contract cap of \$162,000; and

WHEREAS, these services will be charged to accounts E7613000 576100 (Electric Billing and Accounting), A132504 540200 (Treasurer-Printing Stationery Supplies) and WE93004 540200 (Water-Printing Stationery Supplies), and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby is authorized to execute any and all documents to effectuate the Agreement Amendment 2 with InfoSend Inc., 4240 East La Palma Avenue, Anaheim, California 92807 to extend the contract for a second and final year (Renewal Term) retroactive from March 1, 2023, until February 29, 2024 for an estimated contract cap of \$162,000.

The Clerk polled the Board as follows:

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

FREEMPORT FIRE DEPT.

**Raymond F. Maguire
Executive Director**

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

February 7, 2024

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

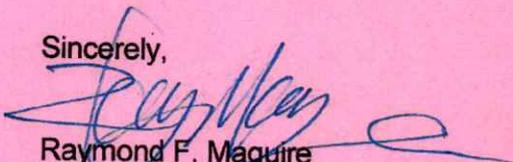
Re: Civic Plus Contract Renewal

The Freeport Emergency Management Team is requesting to renew the contract with Civic Plus of 302 S. 4th Street, Suite 500, Manhattan, KS 66502 (See proposal attached) for an annual fee of \$ 8,923.67. There is no increase in the annual fee fro last year. (See Board Directive of 01/09/23).

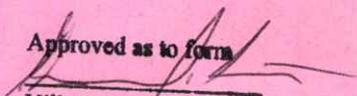
- 1) Civic Plus has proven to be more cost effective than our prior vendor Swiftreach911 in getting information to out to our residents and businesses through Robo Calls.
- 2) This change has improved interoperability with our website and the collection of data from residents.

We respectfully request your consideration in approving a renewal of the Contract with Civic Plus of 302 S. 4th Street, Suite 500, Manhattan, KS 66502. The annual fee is \$ 8,923.67. Funding for this expense will be from FY 2025 A348904 540600 for the period of March 1, 2024 – February 28, 2025.

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form


Village Attorney

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

WHEREAS, on January 9, 2023, the Board approved a change of vendor from Swiftreach 911 to Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 8,924.00 (\$ 75.00 less than Swiftreach911), for a contract term from March 1, 2023 to February 29, 2024; and

WHEREAS, the Freeport Emergency Management Team is requesting Board approval to renew the contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 8,923.67 (with increase in the annual fee from last year) for a term from March 1, 2024 to February 28, 2025; and

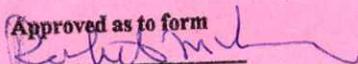
WHEREAS, Civic Plus has proven to be more cost effective than the prior vendor through Robo Calls and has improved interoperability with our website and the collection of data from residents; and

WHEREAS, funding for this expense will be from FY 2025 A348904 540600; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to renew the contract with Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 8,924.00 for a term from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Raymond F. Maguire, Executive Director, FFD January 11, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 9, 2023:

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

WHEREAS, on May 23, 2022, the Board approved SwiftReach, A Rave Mobile Safety Company, 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701 for Swift911 Unlimited Emergency Notification Services retroactive to March 1, 2022 through February 28, 2023 at a cost of \$749.58 per month for a total of \$8,994.96 annually; and

WHEREAS, the Village of Freeport requires the procurement of Emergency Notification Services to send alerts to residents in the event of an emergency; and

WHEREAS, the Freeport Emergency Management Team is requesting to change the vendor from Swiftreach 911 to Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, the same vendor managing the Village's Website, for the following reasons:

- 1) The annual contract for Civic Plus Robo calls would be \$8,924.00, \$ 75.00 less than Swiftreach911.
- 2) This change in vendor will improve interoperability with our website and the collection of data from residents.
- 3) It will allow us to use Robo calls for inter department notifications.
- 4) As of January 1, 2023, Swiftreach will no longer allow us to send out Robo calls for anything other than emergencies. We currently send out 2 messages a month for the Village Clerk's office, notifying residents of Site Plan Review and Zoning Board meetings. This will no longer be possible without the switch to Civic Plus.
- 5) The change would take effect March 1, 2023, with no overlap of services or costs.

WHEREAS, Civic Plus' annual fee is \$ 8,924.00 (\$ 75.00 less than Swiftreach911), for a contract term from March 1, 2023 to February 29, 2024; and

WHEREAS, funding for this expense will be from FY 2024 A348904 540600; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the

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

Executive Director of the Fire Department, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to change of vendor from Swiftreach 911 to Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 8,924.00 (\$ 75.00 less than Swiftreach911), for a contract term from March 1, 2023 to February 29, 2024.

The Clerk polled the Board as follows:

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

cc:

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



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#281452
1/19/2024
PO #

Bill To
Ray Maguire
Inc. Village of Freeport
PO Box 290
Freeport NY 11520

TOTAL DUE

\$8,923.67
Due Date: 2/18/2024

Terms	Due Date	PO #	Approving Authority
Net 30	2/18/2024		

Qty	Item	Start Date	End Date
1	Emergency and Mass Notification platform with Multi-Channel Alerting, Templates, Geo-targeting Alerting, Polling, Mobile Apps (Government and Public), SSO with CivicPlus products	1/19/2024 03/01/24	1/18/2025 02/28/25

Total	\$8,923.67
Due	\$8,923.67

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

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: Raymond F. Maguire, Executive Director, FFD January 11, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 9, 2023:

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

WHEREAS, on May 23, 2022, the Board approved SwiftReach, A Rave Mobile Safety Company, 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701 for Swift911 Unlimited Emergency Notification Services retroactive to March 1, 2022 through February 28, 2023 at a cost of \$749.58 per month for a total of \$8,994.96 annually; and

WHEREAS, the Village of Freeport requires the procurement of Emergency Notification Services to send alerts to residents in the event of an emergency; and

WHEREAS, the Freeport Emergency Management Team is requesting to change the vendor from Swiftreach 911 to Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, the same vendor managing the Village's Website, for the following reasons:

- 1) The annual contract for Civic Plus Robo calls would be \$8,924.00, \$ 75.00 less than Swiftreach911.
- 2) This change in vendor will improve interoperability with our website and the collection of data from residents.
- 3) It will allow us to use Robo calls for inter department notifications.
- 4) As of January 1, 2023, Swiftreach will no longer allow us to send out Robo calls for anything other than emergencies. We currently send out 2 messages a month for the Village Clerk's office, notifying residents of Site Plan Review and Zoning Board meetings. This will no longer be possible without the switch to Civic Plus.
- 5) The change would take effect March 1, 2023, with no overlap of services or costs.

WHEREAS, Civic Plus' annual fee is \$ 8,924.00 (\$ 75.00 less than Swiftreach911), for a contract term from March 1, 2023 to February 29, 2024; and

WHEREAS, funding for this expense will be from FY 2024 A348904 540600; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the

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

Executive Director of the Fire Department, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to change of vendor from Swiftreach 911 to Civic Plus, 302 S. 4th Street, Suite 500, Manhattan, KS 66502, for an annual fee of \$ 8,924.00 (\$ 75.00 less than Swiftreach911), for a contract term from March 1, 2023 to February 29, 2024.

The Clerk polled the Board as follows:

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

cc:

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

FREEPORT FIRE DEPT.

**Raymond F. Maguire
Executive Director**

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

January 30, 2023

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

Re: Emergency Responder Products | 911ERP

Pursuant to the Board Directive of December 20 2021 (see attached) a contract was approved for Emergency Responder Products | 911ERP to provide Fire Department uniforms and accessories through February 28, 2024.

This vendor has provided exceptional services during our dealings with them in providing uniforms and accessories. They have always proven to be very accommodating in meeting our Department's needs. Furthermore, their location is much more conducive for our Volunteer Firefighters to travel to. We ask that you consider renewing the contract for the period March 1, 2024 - February 28, 2025 with a not to exceed amount of \$ 19,500.00. I have attached the Board Directive of 02/06/23.

**Emergency Responder Products | 911ERP
175 Bethpage Sweet Hollow Rd
Old Bethpage, NY 11804**

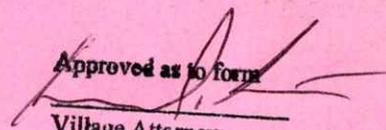
The funding for this contract will be executed as follows:
\$ 19,500.00 - A341002 520600 Uniforms and A341004 541400 Safety Gear

There is no increase in this contract it is the same as last year

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

Sincerely,


Raymond F. Maguire
Executive Director


Approved as to form
Village Attorney
2/7/2024

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

WHEREAS, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

WHEREAS, on February 6, 2023, the Board approved a contract with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for a not to exceed amount of \$19,500.00 for a term running from March 1, 2023 through February 29, 2024; and

WHEREAS, this vendor has provided exceptional services during our dealings with them in providing uniforms and accessories; and

WHEREAS, the Executive Director of the Fire Department is requesting approval from the Board to renew the contract for a term from March 1, 2024 through February 28, 2025 for an amount not to exceed \$19,500.00, with no increase in price; and

WHEREAS, the funding is in place in Budget Line A341002 520600 Uniforms and A341004 541400 Safety Gear to satisfy this request; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for an amount not to exceed \$19,500.00 for a term beginning on March 1, 2024 through February 28, 2025.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney
2/7/2024

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: Raymond F. Maguire, Executive Director, FFD February 7, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 6, 2023:

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

WHEREAS, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

WHEREAS, on February 28, 2022, the Board approved a contract with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for a not to exceed amount of \$19,500.00 for a term running from March 1, 2022 through February 28, 2023; and

WHEREAS, this vendor has provided exceptional services during our dealings with them in providing uniforms and accessories; and

WHEREAS, the Executive Director of the Fire Department is requesting approval from the Board to renew the contract for a term from March 1, 2023 through February 29, 2024 for an amount not to exceed \$19,500.00, with no increase in price; and

WHEREAS, the funding is in place in Budget Line A341002 520600 Uniforms and A341004 541400 Safety Gear to satisfy this request; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for an amount not to exceed \$19,500.00 for a term beginning on March 1, 2023 through February 29, 2024.

The Clerk polled the Board as follows:

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

cc:

FREEPORT FIRE DEPT.

**Raymond F. Maguire
Executive Director**

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

February 16, 2024

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

Re: Permission to execute Claim forms

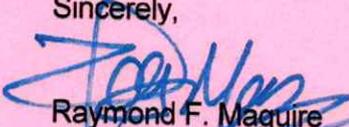
Pursuant to the FY 2024 Fire Department's budget submission and subsequent presentation at the budget Workshop, a request was put forth for the Village to fund \$16,000 to be equally divided among the 8 Fire Companies.

The intent of this request was to alleviate having firefighters solicit door-to-door for donations which are needed to offset the expenses that they incur which are not covered under the regular budget process. By accepting this request, it enables firefighters to spend more time doing important training instead of personally soliciting the residents and businesses.

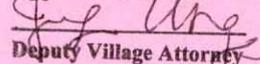
We respectfully request permission to submit the claim forms and to authorize the treasurer to make the payments to the eight companies

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

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form


Deputy Village Attorney

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

WHEREAS, in prior years, the Freeport Fire Department members have solicited funds from residents door-to-door in order to offset expenses not covered under the regular budget process; and

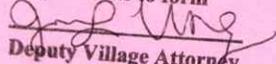
WHEREAS, pursuant to the FY 2024 Fire Department's budget submission and subsequent presentation at the budget Workshop, a request was put forth for the Village to fund \$16,000 to be equally divided among the 8 Fire Companies; and

WHEREAS, the purpose of this additional funding was to enable firefighters to spend more time training, rather than soliciting residents; and

THEREFORE BE IT RESOLVED, that the Mayor and Board approve the submission of the claim forms for the eight Fire Companies totaling \$16,000 for the above-described purpose.

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

FREEMPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

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

February 16, 2024

To: Mayor Robert T. Kennedy
Board of Trustees

Re: Freeport Fire Council Request
FD Subscriptions

The Freeport Fire Council is respectfully requesting the Boards permission to renew subscriptions for various training publications.

The Subscriptions afford up to date training and information for the Firefighters to utilize and are distributed to all Firehouses.

The costs have been paid by the IVF in the past and are budgeted in the following account lines:

A341004 545100 Fire Instruction - Subscriptions totaling \$1,268.00

I have prepared a spreadsheet outlining and itemizing the costs involved.

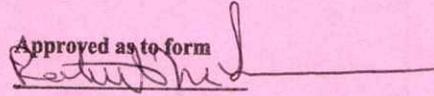
If you have any questions or need additional information, please feel free to contact me.

Sincerely,


Raymond F. Maguire
Executive Director

Attachments

Approved as to form


Deputy Village Attorney

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

WHEREAS, the Freeport Fire Council is respectfully requesting approval from the Village Board of Trustees to renew fire department subscriptions for various training publications; and

WHEREAS, the subscriptions afford up-to-date training and information for firefighters to utilize and are distributed to all firehouses; and

WHEREAS, the costs have been paid by the Village in the past and are budgeted in account A341004 545100 Fire Instruction – Subscriptions, and are broken down as follows:

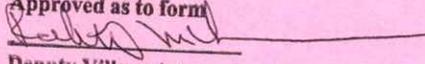
Freeport FD	
Subscriptions	
Fire News	\$ 525.00
1 st Responder	\$ 493.00
WNYF (With New York Firefighters)	\$ 250.00
	\$ 1,268.00

NOW THEREFORE BE IT RESOLVED, that based on the recommendation of the Freeport Fire Council, the Village Board of Trustees approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to renew the subscriptions in the aforementioned training publications for a total cost not to exceed \$1,268.00.

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

VILLAGE OF FREEPORT
INTERDEPARTMENT CORRESPONDENCE

To: Mayor Robert Kennedy
From: Kathleen Murray
Date: February 14, 2024 (Revised - 2)
Re: Allocation from NYS for Pumpout Boat

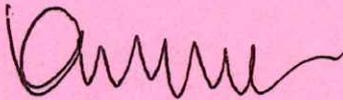
Permission is requested to authorize the approval and execution of documents necessary to effectuate the agreement with New York Environmental Facilities Corporation for the Clean Vessel Operation and Maintenance Grant Program for 2023. This grant program provides reimbursement up to \$5,000 for the annual operation and maintenance of the pumpout boat.

I therefore request that the following resolution be adopted:

WHEREAS, on May 6, 2013, the Board of Trustees authorized the first application for the NYS Environmental Facilities Corporation for the Clean Vessel Operation and Maintenance Grant Program for the pump-out boat covering expenses; and

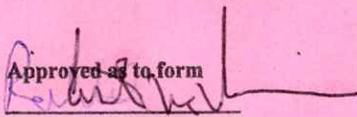
WHEREAS, the Village of Freeport is eligible to receive reimbursement up to \$5,000.00 for the annual operation and maintenance for 2023; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor is directed and authorized as the official representative of the Village of Freeport to act in connection with the application and to provide such additional information as may be required and to sign the Clean Vessel Assistance Program Operations and Maintenance Letter of Intent and the Annual Operation & Maintenance Agreement.



Kathleen Murray

cc: Robert Fisenne

Approved as to form

Deputy Village Attorney

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

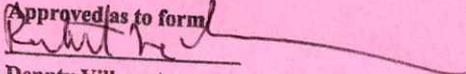
WHEREAS, on May 6, 2013, the Board of Trustees authorized the application for NYS Environmental Facilities Corporation for the Clean Vessel Operation and Maintenance Grant Program for the pump-out boat covering expenses; and

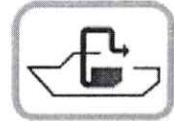
WHEREAS, the Village of Freeport is eligible to receive reimbursement up to \$5,000.00 for the annual operation and maintenance for 2023; and

NOW THEREFORE BE IT RESOLVED, that the Mayor is directed and authorized as the official representative of the Village of Freeport to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the New York State and that this resolution shall take effect immediately.

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



Clean Vessel Assistance Program
Operations and Maintenance
LETTER OF INTENT
2023

Re: Owner Name: Inc. Village of Freeport

Facility Name(s)*:

Project Name(s)*:

*Please provide the name of each Facility (marina) and Project (pumpout/dump facility) for which you intend to request funding. Please attach a separate page if necessary.

This Letter of Intent (LOI) is to notify the New York State Environmental Facilities Corporation (EFC) of our intent to participate in the Clean Vessel Assistance Program (CVAP) Operation & Maintenance (O&M) Grant Program (Program).

The level of anticipated O&M funding requested for 2023 (January 1, 2023 – December 31, 2023) is: \$ 5,000 (Maximum \$5,000 per pumpout boat/\$2,000 per land-based pumpout/dump station)

- Requesting costs associated with pumpout boat support

I hereby certify that I am an Authorized Representative of the above-named Owner or municipality and am authorized to conduct business on its behalf, including the authority to execute all contracts and agreements, and submit for reimbursement under the Program. I understand that specific requirements must be met in order to receive available funding under the Program, and that records documenting costs must be maintained and provided to the Corporation for the year in order to receive reimbursement under the Program. I understand that by submitting this LOI, the above facility(s) and project(s) will be given priority for funding, based upon the availability of Program funds and submission of a complete reimbursement package as detailed in the O&M Guidance. If applicable, I have authorized the individual identified below to act as a daily contact, to answer general questions and provide requested documentation.

Name of Authorized Representative: Robert T. Kennedy Title: Mayor

Signature: Date:

Address: 46 North Ocean Ave, Freeport NY 11520

Telephone: 516-377-2252 Fax: 516-377-2323 E-mail: RKennedy@FreeportNY.gov

*The Agreement will be e-mailed to the address provided. Please contact EFC if this will be an issue.

Robert Fisenne Superintendent Public Works RFisenne@FreeportNY.gov 516-377-2465
Name of Daily Contact Title Telephone & Email

Approved as to form
Deputy Village Attorney

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

DIRECTIVE

TO: Nora Sudars, Grants Administrator May 8, 2013
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt of the Minutes of the Board of Trustees' Meeting of May 6, 2013:

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

WHEREAS, the Department of Public Works has need for a pumpout boat, a boat that pulls up to other boats and empties the waste tank into a holding tank; and

WHEREAS, it takes the waste to a fixed unit on a dock, or shore area and unloads the waste into sewer lines and this process keeps boaters from dumping waste into our local waterways; and

WHEREAS, the State of New York provides financial aid for the purchase of pumpout boats; and

WHEREAS, The Incorporated Village of Freeport, has examined and duly considered the applicable laws of the State of New York and the Village of Freeport deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between The People of the State of New York, and the Village of Freeport be executed for such state Aid;

NOW, THEREFORE, BE IT RESOLVED that the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized;

BE IT FURTHER RESOLVED that the Mayor is directed and authorized as the official representative of the Village of Freeport to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the New York State and that this resolution shall take effect immediately.

The Clerk polled the Board as follows:

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

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

Copy to:

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

VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Kathleen Murray

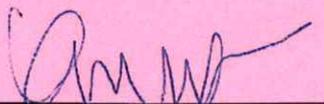
Date: February 1, 2024

RE: New York State Archives Local Government Records Management Improvement Fund (LGRMIF)

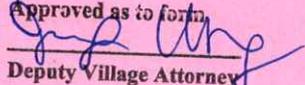
Please be advised that the above captioned grant program provides funds to help local governments establish records management programs and projects that enhance access to government records. It is proposed that the Village of Freeport submit a grant application for the scanning, indexing and imaging services for the Freeport Building Dept. The Village is eligible to apply for funding assistance in the sum of \$75,000, with no required Village match. The application must be submitted by March 11, 2024.

I am requesting the Board of Trustees for the Incorporated Village of Freeport determine that Mayor Robert T. Kennedy is the representative authorized to act on behalf of the Board of Trustees for the Incorporated Village of Freeport in all matters related to assistance under the New York State Archives Local Government Records Management Improvement Fund. And further, that the Mayor is authorized to execute the Application, State Assistance Contract, submit documentation, and otherwise act for the Board of Trustees for the Incorporated Village of Freeport in all matters related to the Project.

Thank you.



Kathleen Murray

Approved as to form

Deputy Village Attorney

cc: R. Fisenne
S. Mauras

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

WHEREAS, the Village is submitting an application to the New York State Archives Local Government Records Management Improvement Fund for the scanning, indexing and imaging services for the Freeport Building Department in the amount of \$75,000.00 with no required Village match; and

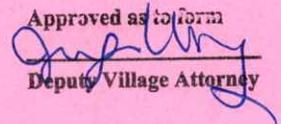
WHEREAS, the deadline to apply is March 11, 2024; and

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees for the Incorporated Village of Freeport hereby determines that Mayor Robert T. Kennedy is the representative authorized to act on behalf of the Board of Trustees for the Incorporated Village of Freeport in all matters related to State assistance under the New York State Archives Local Government Records Management Improvement fund; and

BE IT FURTHER RESOLVED, that the Mayor is also hereby authorized to submit a preliminary application, to execute the State Assistance Contract, submit documentation, and otherwise act for the Board of Trustees for the Incorporated Village of Freeport, its governing body, in all matters related to the Project and to State assistance.

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

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

To: Mayor Robert Kennedy

From: Conor Kirwan

Date: February 2, 2024

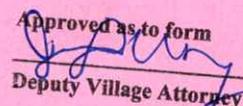
RE: DR Data Agreement

Attached please find a proposed renewal contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872, to provide for data entry and administrative services related to the Fire Department Length of Service Award Program. Specifically, DR Data gathers and reports all eligible activities and attendance to the program.

The contract is for a term effective March 1, 2024 and is charged as a program expense to the LOSAP fund. The yearly cost is \$42,000 payable quarterly at the rate of \$25.00 per hour. There is no change to the total cost or hourly rate of this contract. This contract is separate and distinct from that of DR Data to perform Emergency Management Fire Department services.

If this meets with your approval please place this on the next available Board agenda to renew the contract with DR Data to provide for data entry and administrative services related to the Fire Department Length of Service Award Program.


Conor Kirwan

Approved as to form

Deputy Village Attorney

INTER-DEPARTMENTAL MEMO

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

WHEREAS, the Incorporated Village of Freeport is in need of the services of a company proficient in computer programming and data management/disbursement expert relative to the operations of the Freeport Fire Department and Emergency Management, as well as the Length of Service Award Program (LOSAP) for the Fire Department; and

WHEREAS, DR Data Solutions, 196 Jamie Drive, Wakefield, New Hampshire, 03872 is a company possessed of certain skills, knowledge and expertise of a specialized nature in the field of computer programming, data collection management, and disbursement; and

WHEREAS, the procurement of these services is exempt from the provisions of General Municipal Law §103 as they are for professional services of a specialized nature; and

WHEREAS, the Board of Trustees hereby discloses the fact that Donald Rowan is the spouse of the president of DR Data Solutions and is also a member of the Freeport Emergency Management Team; and

WHEREAS, there is no prohibited conflict of interest created by the approval of this contract; and

WHEREAS, this Board is of the opinion that it is in the best interests of the Incorporated Village of Freeport to provide for such services; and

WHEREAS, the cost of the services will be charged as a program expense to the LOSAP fund; and

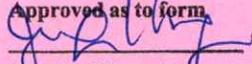
NOW THEREFORE BE IT RESOLVED, as follows:

1. Freeport retains the services of DR Data Solutions, to perform computer programming; data collection, management, and distribution relative to the operations of the Freeport Fire Department, and Emergency Management on behalf of Freeport, pursuant to the terms and conditions of a written contract.
2. That the compensation for such services be and hereby is set as follows: \$25.00 per hour for a not to exceed the annual cost of \$42,000.
3. That the term for this Agreement be for one year beginning March 1, 2024 and terminating on February 28, 2025.
4. All computerized information concerning the Freeport Fire Department, its personnel, operations, programs and those of the Emergency Management Department and LOSAP Program shall be downloaded into the Incorporated Village of Freeport's mainframe immediately under the supervision of Freeport's Computer Department.

5. Donald Rowan, the spouse of the president of DR Data Solutions shall receive no compensation from the Freeport Fire Department for work done or being done on Freeport Fire Department's LOSAP Program.
6. The funding for this contract will be paid via the Village's LOSAP program and thereby will be incurring no direct cost to the Village.
7. That the Mayor be and hereby is authorized to execute on behalf of the Incorporated Village of Freeport a contract for professional services, together with such other documents necessary to implement the terms and conditions of this Resolution.

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

This agreement made the _____ day of _____ 2024, by and between the Incorporated Village of Freeport, a municipal corporation of the State of New York having its principal office at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as the "Village") and Deborah Rowan, d/b/a DR Data Solutions, with offices at 196 Jamie Drive, Wakefield, New Hampshire, 03872 (hereinafter referred to as "DR Data Solutions")

WITNESSETH:

WHEREAS, DR Data Solutions, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport, in particular computer services related to the operations of the Freeport Fire Department, Building Department and Human Resources;

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

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

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

1. *Contract.*

The Village hereby contracts with DR Data Solutions, as an independent contractor upon the terms and conditions hereinafter set forth.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2024 and shall terminate on February 28, 2025, with the right by either party to terminate this Agreement upon 30 days written notice.

3. *Compensation.*

For all services rendered by DR Data Solutions, under this Agreement, the Village shall pay DR Data Solutions, a fee not to exceed \$42,000.00. All services to the Village shall be accompanied by an itemized listing of all charges incurred. The billing rate for the services will be \$25.00 per hour.

4. *Duties.*

DR Data Solutions, services shall include the services referenced in the proposal annexed hereto as Exhibit A.

5. *Extent of Services.*

DR Data Solutions, represents that it is operated by Deborah Rowan who is also the principal shareholder. DR Data Solutions, shall devote such time, attention and energies to the IVF as is required. DR Data Solutions, shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that DR Data Solutions, shall not disclose any information, Village documents and/or other information given to or acquired by it in the course of performing its duties.

6. *No Participation.*

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

7. *Death or Disability.*

If due to death, disability or illness, Deborah Rowan is unable to perform services, the Village hereby reserves the right to cancel this Agreement upon ten (10) days written notice to DR Data Solutions.

8. *Assignment.*

This Agreement may not be assigned without the prior written consent of the Village.

9. *Notices.*

All notices or other communications provided for this Agreement shall be made in writing and shall be deemed properly delivered when (1) delivered personally, or (2) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one party to the other):

INCORPORATED VILLAGE OF FREEPORT
46 North Ocean Avenue
Freeport, New York, 11520

DR Data Solutions Inc.
196 Jamie Drive
Wakefield, New Hampshire,
03872

10. *Entire Agreement and Waiver.*

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

11. *Amendments.*

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

12. *Parties in Interest.*

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

13. *Severability.*

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

14. *Subject Headings.*

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

15. *Applicable Law.*

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

IN WITNESS WHEREOF, the parties have executed this agreement, the day and year first written above and the Village has executed this agreement the _____ day of _____, 2023.

ROBERT T. KENNEDY
Mayor, Incorporated Village of
Freeport

DEBORAH A. ROWAN
President
DR Data Solutions

Approved as to form:



Howard E. Colton
Village Attorney

2/5/2024

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

To: Mayor Robert T. Kennedy

From: Conor Kirwan – Executive Director of Human Resources

Date: February 2, 2024

RE: HRA Funding Fiscal Year Ending 2025

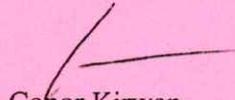
The Board of Trustees has previously authorized the funding of HRA debit cards, administered by Clarity Benefit Solutions.

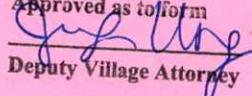
I am requesting that the Board authorize, for fiscal year ending 2025, funding in the amount of \$190,000.00, allocated as follows:

Municipal – 74.55% (\$141,645)
Electric – 21.93% (\$41,667)
Water – 3.52% (\$6,688)

There is no change to the total cost of this contract.

If this meets with your approval please place on the next available Board agenda to authorize fiscal year 2025 expenditure of \$190,000.00 for the debit cards administered by Clarity Benefit Solutions, 77 Brant Ave, Suite 206, Clark, NJ 07066. The funding will come from A906008 580500 (Hospital Major Medical Coverage) E7851710 578100 (Hospital Major Medical Coverage) WE92608 580500 (Hospital Major Medical Coverage).


Conor Kirwan

Approved as to form

Deputy Village Attorney

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

To: Mayor Robert Kennedy

From: Conor Kirwan- Executive Director of Human Resources

Date: February 9, 2024

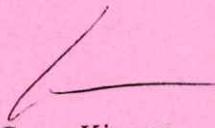
RE: National EAP Renewal

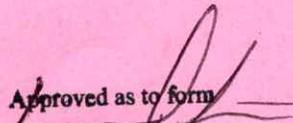
Enclosed please find a proposed renewal agreement with National EAP.

The proposed agreement covers counseling services only and is effective 3/1/24 – 2/28/25 and is for a per employee per quarter cost of \$7.78. There is no increase in the per employee cost over the prior contract year and the contract continues to include additional services beyond those which have been historically provided (enhanced legal and financial services). National EAP has agreed to provide these services, which normally have an associated cost, to the Village at no additional expense.

I expect the not to exceed cost to be \$11,000.00 per annum (the exact cost is tied to hiring and attrition). The contract will be funded via A143004 542800, E7820000 578100, WE93004 542800. There is sufficient funding available in next year's budget to cover the cost.

If this meets with your approval, please place this on the next available Board agenda for authorization to execute the agreement between the Incorporated Village of Freeport and National EAP, 490 Wheeler Road, Suite 102, Hauppauge, NY 11788 for a term of one year effective 3/1/24 at a not to exceed cost of \$11,000 per annum.


Conor Kirwan


Approved as to form
Village Attorney 2/12/2024

INTER-DEPARTMENTAL MEMO

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

WHEREAS, the Village wishes to provide an assistance program to its CSEA employees, covering counseling services and workplace training; and

WHEREAS, National EAP, 490 Wheeler Road, Suite 102, Hauppauge, New York 11788, has been providing such services for many years; and

WHEREAS, National EAP has submitted a proposal for the renewal of the current contract effective March 1, 2024 and ending on February 28, 2025 for a cost of \$7.78 per quarter, per covered employee for a not-to-exceed annual cost of \$11,000.00; and

WHEREAS, there are sufficient funds in budget lines A143004 542800, E7820000 578100, and WE93004 542800; and

WHEREAS, this contract and the services provided are akin to an insurance program, so this program falls outside of §103 of the General Municipal Law and the mandates of competitive bidding; and

NOW THEREFORE BE IT RESOLVED, the Board approve and that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate an agreement between National EAP and the Village of Freeport for a one-year term running retroactive from March 1, 2024 to February 28, 2025 for a not-to-exceed cost of \$11,000.00.

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

2/12/2024

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

DIRECTIVE

TO: Conor Kirwan, Executive Director of Human Resources March 16, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 13, 2023:

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

WHEREAS, the Village wishes to provide an assistance program to its CSEA employees, covering counseling services and workplace training; and

WHEREAS, National EAP, 490 Wheeler Road, Suite 102, Hauppauge, New York 11788, has been providing such services for many years; and

WHEREAS, National EAP has submitted a proposal for the renewal of the current contract effective March 1, 2023 and ending on February 29, 2024 for a cost of \$7.78 per quarter, per covered employee for a not-to-exceed annual cost of \$11,000.00; and

WHEREAS, there are sufficient funds in budget lines A143004 542800, E7820000 578100, and WE93004 542800; and

WHEREAS, this contract and the services provided are akin to an insurance program, so this program falls outside of §103 of the General Municipal Law and the mandates of competitive bidding; and

NOW THEREFORE BE IT RESOLVED, the Board approve and that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate an agreement between National EAP and the Village of Freeport for a one-year term running retroactive from March 1, 2023 to February 29, 2024 for a not-to-exceed cost of \$11,000.00.

The Clerk polled the Board as follows:

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

cc:

X Auditor
X Assessor

X Electric Utilities
X Fire Dept.

X Registrar
X Rec. Center



490 Wheeler Road, Suite 102, Hauppauge, NY 11788 ■ 1.800.624.2593 • (t) 631.588.8102 • (f) 631.588.8143 ■ www.nationaleap.com

MEMORANDUM OF AGREEMENT

Between:

National Employee Assistance Providers, Inc.

And

Village of Freeport

With Its Headquarters Located at:

46 North Ocean Avenue, Freeport, NY 11520

Contract Effective Date:

March 1st, 2024 through February 28th, 2025

COMPREHENSIVE EAP SERVICES TO BE PROVIDED:

I. PROGRAM DESIGN

National Employee Assistance Providers, Inc. (National EAP) will maintain a comprehensive employee assistance program designed to meet the specific needs of Village of Freeport. National EAP will be responsible for planning, promoting, implementing and monitoring your Employee Assistance Program.

II. PROGRAM MARKETING

National EAP will provide EAP promotional materials for employees and for posting at all physical locations. Marketing materials include:

- Paper Brochure & Wallet Card for Each employee
- Paper EAP Posters as needed
- Monthly Website Spotlight E-Flyers
- Quarterly E-Newsletters
- Monthly Webinar E-Flyers

National EAP will provide Employee and Management orientation onsite or via live webinar. Orientations describe EAP services in detail, where issues of privacy and confidentiality are stressed. EAP orientations teach employees how to access National EAP for themselves and covered family members (see covered members section XI). Early intervention via telephonic consultation and on-line access is encouraged as appropriate tools to help employees before issues might interfere with performance at home or at work.

III. EAP SERVICES

All members who contact National EAP for assistance will receive a thorough assessment to identify the client's problem(s), examine options, identify goals, and develop an EAP service plan to address the areas of concern. All EAP and Work/Life services are accessed by dialing our toll-free number and online in the member website at www.nationaleap.com. Telephonic, on-line and in person services are available in Spanish also. All efforts will be made to accommodate other languages as needed.

The EAP service plan for callers can include 1 or more of the following services:

- Short-Term, Solution Focused In-Person or Telephonic EAP Counseling (up to 6 sessions)
- Case Management Services



490 Wheeler Road, Suite 102, Hauppauge, NY 11788 ■ 1.800.624.2593 • (t) 631.588.8102 • (f) 631.588.8143 ■ www.nationaleap.com

- Legal & Financial Consultation
- ID Theft Recovery Consultation
- Eldercare And Childcare Referrals
- Research and Informational Support
- Crisis Management
- Qualified Referrals to Specialized Providers

EAP is available to assist members with a variety of problems such as stress and anxiety, family and marital conflicts, emotional difficulties, alcohol/drug problems, financial/legal difficulties, childcare and elder care needs, any issues that might affect work-place performance.

EAP counseling services are provided by our national team of EAP Specialists. EAP sessions are provided for non-medical issues when short-term solution focused counseling can be effective or to stabilize a crisis. When it appears there is the presence of a long term or medical issue, EAP will assist the client in identifying the appropriate specialized services they require, such as a psychiatric or substance abuse specialists and provide pre-qualified referrals and monitor for member satisfaction and progress.

National EAP will offer appointments for members requesting assistance in accordance with the client's schedule. Crisis calls are given priority and immediate attention. 24-hour live telephone access, 7 days per week, as well as portal access to EAP information and services are continuously available.

National EAP shall maintain an extensive resource network, including updated information on specialists, hospitals, community-based agencies, substance abuse treatment centers, mental health and work/life professionals. National EAP refers to qualified professionals, who meet strict criteria to assure quality, cost effective care, and promote organizational savings on health insurance.

Legal Consultation: Members access a national network of attorneys for consultation regarding their legal concerns. The member's legal needs are assessed by a Legal Consultant who conducts the intake, confirms appropriateness and availability of the lawyer, and follows-up to ensure client satisfaction and resolution. Callers can obtain consultation for most legal issues, with the exception of those involving disputes or actions between an employee and their employer. Legal Consultation includes a no-cost 30 minute in-person or telephonic consultation with a lawyer and if the member chooses to retain that lawyer, they will receive a rate discount of 25%.

Financial Consultation: Qualified financial counselors and educators are available without an appointment Monday through Friday. Counselors provide confidential telephonic consultation (usually lasting 30 minutes) and written resources addressing an individual's specific concerns. Financial consultation is available to assist in a wide variety of issues including bankruptcy, credit issues, purchasing a home, refinancing, etc.

ID Theft Consultation: Employees can utilize ID Theft Consultation for both preemptive and restorative needs, which include a toll-free, telephonic 30-minute consultation with a certified consumer credit counselor.



IV. HR/MANAGEMENT CONSULTATION SERVICES

National EAP provides individualized management consultation services for Village of Freeport HR/management team to assist them with complex employee work performance or behavioral issues. All management consultation is provided by our team of EAP Specialists and is most often the first step before using the Administrative Referral Program.

V. THE ADMINISTRATIVE REFERRAL PROGRAM

Human Resources and management can administratively refer high risk members (policy violations, excessive absenteeism, substance abuse, declining performance, etc.) for intensive EAP assessment, counseling, referral and monitoring to address work performance issues. Bi-weekly reports are provided (with member consent) to the organization, documenting member participation and progress. This program protects the organization from potential liability and reduces turnover and disability claims.

National EAP requires HR to submit an Administrative Referral Submission form to National EAP when making an administrative referral so that all referral expectations are clear. All administratively referred members must sign our Statement of Understanding and Consent to Participate in the Administrative Referral Program agreeing to their responsibilities for compliance while attending the EAP, in addition to signing a consent form authorizing NEAP to communicate with their employer.

National EAP will monitor any/all treatment provided to members who have been administratively referred by the Village of Freeport. National EAP monitoring takes place until your designated Human Resources Administrator and National EAP Specialist agree this is no longer necessary. Members' written consent is required. (See Suggested Procedure for Administrative Referral - made available by National EAP). Unlimited utilization of the Administrative Referral Program is included in this contract.

VI. EMPLOYEE TERMINATION PROGRAM

All EAP services will remain available to terminated or voluntary exit employees for up to 3 months post end date, complimentary to Village of Freeport. EAP services include short term counseling and referrals to resources such as job finder assistance programs, community resources, and professional career development services.

VII. WORKPLACE TRAINING - FFS

National EAP has a diverse catalog of EAP seminars available with a tailored focus toward workplace culture, policy compliance, overall wellness and workplace success. Policy and management seminars are billed at \$750 per seminar and employee soft skill and wellness trainings are billed at \$550 per seminar plus standard travel fee. A training catalog will be provided. National EAP requires that all training requests be submitted a minimum of four weeks in advance.

If National EAP is notified less than two weeks prior that the scheduled training is cancelled, Village of Freeport. will be responsible for a 20% cancellation fee. If the training is rescheduled, the training must be held within 2 months of the original training date or the cancellation policy will apply.

VIII. HEALTH AND WELLNESS EAP MEMBER PORTAL

National EAP will provide and maintain a member work/life resource portal with a comprehensive level of resource articles, assessments, audio and video files covering workplace issues, emotional well-being, health and wellness in addition to childcare, elder care and more. The portal is available in Spanish and English.

IX. CRISIS INCIDENT RESPONSE SERVICES (CIR)

National EAP is committed to supporting the needs of its clients at all times and provides 24/7/365 Live answer crisis services, easily accessed through our toll free 800 number.

Following an unexpected, traumatic event in the workplace such as a death of a co-worker, robbery, act of violence, etc., Village of Freeport personnel can call National EAP for assistance with assessing the potential human impact the incident will have. National EAP will provide coaching and support to the administrator(s) to evaluate how to best respond to the incident to mitigate any long term or negative impact the incident may cause in the workplace.

EAP Specialists are available to deliver on-site Critical Incident Response Services to help prevent employees from experiencing the negative effects of unaddressed trauma. On-site CIR services are included in this contract, allowing for up to two (2) hours of on-site CIR per year for up to three (3) critical events per calendar year. Additional CIR services are available and billed at a rate of \$250 per hour, plus travel expenses incurred. There is a minimum billing of 2 hours per CIR. A cancellation fee of \$400.00 will be charged if the CIR is cancelled or rescheduled on the same date of the CIR or after the CIR booking has been confirmed with Village of Freeport.

X. UTILIZATION REPORTS AND ORGANIZATION EVALUATION

Utilization reports are provided on a semi and annual basis (quarterly available upon request). National EAP maintains a state-of-the-art software system that protects the identity of your member/our client and provides important statistical data. National EAP staff is available for consultation in this area. Our utilization software and procedures are in compliance with the current Privacy Rule developed by the U.S. Department of Health and Human Services (HHS) based on the requirements of the Health Insurance Portability and Accountability Act (HIPAA, April 14, 2003).

XI. COVERED MEMBERS

All Village of Freeport employees/members and their immediate household are covered for all services described herein.

XII. PAYMENT: FEES AND SCHEDULE

The fee for the National EAP, Inc. comprehensive program outlined in this agreement is \$7.78 per employee per quarter. The rate is determined based upon the contract initiation census level of 340 US based employees. Minimum billing census for Village of Freeport is 300 employees. Payment for services is due upon receipt of invoice on a quarterly basis; March 1st, June 1st, September 1st and December 1st. Account receivables that fall into arrears of 90 days + will incur a 1.75% surcharge, on a monthly basis.

A complete census is required at the time of contract inception and subsequent renewals, that



includes every employees name, position, and work location. A quarterly census is due on the 1st day of the first month of each billing quarter (March 1st, June 1st, September 1st and December 1st). National EAP will send reminders for quarterly revisions of your population count. Census should be sent to: census@nationaleap.com. Should this population count not be received within 3 business days after the due date, the contracted amount or previous quarter's count will be billed, whichever is higher if applicable.

XIII. LEGAL FEES

If the services provided for in this agreement are not paid within 90 days of the date invoiced by National EAP and it is required to collect the same through legal proceedings, then the Village of Freeport shall be responsible for National EAP's collection fees, reasonable attorney's fees, expenses and disbursements.

XIV. INDEMNIFICATION

National EAP covenants and agrees to defend, protect, indemnify and hold harmless Village of Freeport, its Trustees, Officers, Members and Authorized Agents, from and against each and every claim, demand or cause of action or any liability, cost or expense on account of any loss including reasonable attorney(s) fees caused by, arising out of, or in any way incidental to or in connection with National EAP's activities at or for Village of Freeport, except for losses resulting from the negligence of Village of Freeport, or its agents.

XV. STATEMENT

National EAP shall carry all liability insurances as is reasonable and customary for services provided as outlined in the above. When indicated, all services to which National EAP refers shall also be appropriately licensed and insured according to practice specialty and region.

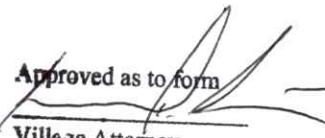
The undersigned agree to the above contract, with any amendments or changes to said contract being made prior to either party's below signature. Agreement will take effect in accordance with above noted dates of service provision, and with all below parties' endorsement.

Date

Date

Aoifa O'Donnell
Chief Executive Officer
National EAP, Inc.

Robert T. Kennedy
Honorable Mayor
Village of Freeport

Approved as to form

Village Attorney
2/12/2024

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

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, Superintendent of Public Works

Date: February 15, 2024

RE: 2024 ANNUAL ASPHALT PAVING CONTRACT

Eighteen (18) bids were distributed and seven (7) bids were received on January 30, 2024, for the referenced requirements contract. This program provides contractual unit prices for asphalt paving.

Bids range from a high bid of \$714,875.00 to a low bid of \$145,050.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, N.Y., 11791 is the low bidder in the amount of \$145,050.00 for this requirements contract. We have checked the low bidder's references and the contractor has successfully completed similar projects.

The contract will be for a term of one year beginning March 1, 2024, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

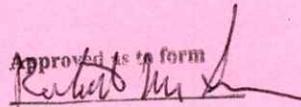
Accordingly, it is recommended that the contract, **2024 ANNUAL ASPHALT PAVING CONTRACT**, be awarded to the lowest responsible bidder,

Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, N.Y., 11791

in the amount of \$145,050.00 for this contract total bid.



Robert R. Fisenne
Superintendent of Public Works

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 8, 2024, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2024 Annual Asphalt Paving Contract”; and

WHEREAS, eighteen (18) bids were distributed and seven (7) bids were received on January 30, 2024, for the referenced requirements contract; and

WHEREAS, the bids range from a high bid of \$714,875.00 to a low bid of \$145,050.00; and

WHEREAS, the lowest bidder was submitted by Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$145,050.00; and

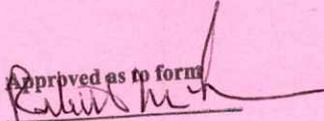
WHEREAS, the contract will be for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually acceptable; and

WHEREAS, the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2024 Annual Asphalt Paving Contract to Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$145,050.00 for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually acceptable.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 ANNUAL ASPHALT PAVING CONTRACT

BID
DATE: JANUARY 30, 2024

ROADWORK AHEAD INC.
2186 KIRBY LANE
SYOSSET, NY 11791

METRO PAVING LLC
500 PATTON AVENUE
WEST BABYLON, NY 11704

STASI GENERAL CONTRACTING
422 MAPLE AVENUE
SYOSSET, NY 11791

MACEEDO CONTRACTING SER. INC
500 PATTON AVENUE
WEST BABYLON, NY 11704

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	TOTAL		TOTAL		TOTAL		TOTAL	
				UNIT PRICE	COST						
2X	UNCLASSIFIED EXCAVATION	CY	200	\$ 49.00	\$ 9,800.00	\$ 58.00	\$ 11,600.00	\$ 15.00	\$ 3,000.00	\$ 100.00	\$ 20,000.00
5C	SELECT FILL	CY	100	\$ 5.00	\$ 500.00	\$ 10.00	\$ 1,000.00	\$ 2.00	\$ 200.00	\$ 10.00	\$ 1,000.00
5SSS-2	SAWCUTTING EXISTING ASPHALT PAVEMENT	LF	1,000	\$ 3.00	\$ 3,000.00	\$ 3.50	\$ 3,500.00	\$ 2.00	\$ 2,000.00	\$ 10.00	\$ 10,000.00
100A	1 1/2" ASPHALT PAVING OVERLAY	SF	8,000	\$ 2.25	\$ 18,000.00	\$ 1.38	\$ 11,040.00	\$ 2.50	\$ 20,000.00	\$ 1.75	\$ 14,000.00
100B	1 1/2" ASPHALT PAVING OVERLAY W/LESS THAN 1000 SQ FT	SF	2,000	\$ 3.30	\$ 6,600.00	\$ 1.90	\$ 3,800.00	\$ 3.50	\$ 7,000.00	\$ 4.50	\$ 9,000.00
100C	ASPHALT PAVING TRUING AND LEVELING	TONS	300	\$ 100.00	\$ 30,000.00	\$ 90.00	\$ 27,000.00	\$ 100.00	\$ 30,000.00	\$ 85.00	\$ 25,500.00
101A	ASPHALT PAVING W/STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND)	SF	3,000	\$ 3.20	\$ 9,600.00	\$ 2.60	\$ 7,800.00	\$ 5.00	\$ 15,000.00	\$ 3.00	\$ 9,000.00
101B	ASPHALT PAVING W/STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND) WITH LESS THAN 1000 SF	SF	2,000	\$ 4.00	\$ 8,000.00	\$ 2.95	\$ 5,900.00	\$ 6.50	\$ 13,000.00	\$ 5.75	\$ 11,500.00
102A	ASPHALT PAVING W/ASPHALT BRIDDER BASE (1 1/2" 1A ON 2 1/2" 1A ON 6" STONE BLEND BASE)	SF	2,000	\$ 5.10	\$ 10,200.00	\$ 4.50	\$ 9,000.00	\$ 6.00	\$ 12,000.00	\$ 6.00	\$ 12,000.00
102B	ASPHALT PAVING W/ASPHALT BRIDDER BASE (1 1/2" 1A ON 2 1/2" 1A ON 6" STONE BLEND BASE) W/LESS THAN 1000 SQ	SF	3,500	\$ 6.10	\$ 21,350.00	\$ 4.25	\$ 14,875.00	\$ 10.50	\$ 36,750.00	\$ 6.50	\$ 22,750.00
103A	ASPHALT PAVING ON NASSAU COUNTY ROADS (2" 1A ON 10" ASPHALT BASE)	SF	1,000	\$ 11.00	\$ 11,000.00	\$ 22.00	\$ 22,000.00	\$ 10.50	\$ 10,500.00	\$ 14.00	\$ 14,000.00
103B	ASPHALT PAVING ON NASSAU COUNTY ROADS (2" 1A ON 10" ASPHALT BASE) W/LESS THAN 1000 SQ	SF	500	\$ 13.00	\$ 6,500.00	\$ 29.60	\$ 14,800.00	\$ 12.50	\$ 6,250.00	\$ 19.00	\$ 9,500.00
517	COLD MILLING, SHAPING AND REMOVAL OF BITUMINOUS CONCRETE PAVEMENT	SY	1,500	\$ 7.00	\$ 10,500.00	\$ 10.80	\$ 16,200.00	\$ 8.00	\$ 12,000.00	\$ 7.00	\$ 10,500.00
TOTALS					\$ 145,050.00		\$ 148,515.00		\$ 167,700.00		\$ 168,750.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 ANNUAL ASPHALT PAVING CONTRACT

BID DATE: JANUARY 30, 2024

JOHN MCGOWAN & SONS INC
323 GLEN COVE AVENUE
SEA CLIFF, NY 11579

STASI INDUSTRIES, INC.
303 WINDING RD
OLD BETHPAGE, NY 11804

SUPPOLK PAVING CORP
30 N. DUNTON AVENUE
MEDFORD, NY 11763

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE		TOTAL COST		UNIT PRICE		TOTAL COST	
				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL		
2X	UNCLASSIFIED EXCAVATION	CY	200	\$ 120.00	\$ 24,000.00	\$ 75.00	\$ 15,000.00	\$ 250.00	\$ 50,000.00		
3C	SELECT FILL	CY	100	\$ 10.00	\$ 1,000.00	\$ 65.00	\$ 6,500.00	\$ 100.00	\$ 10,000.00		
58SS-2	SAWCUTTING EXISTING ASPHALT PAVEMENT	LF	1,000	\$ 4.00	\$ 4,000.00	\$ 5.00	\$ 5,000.00	\$ 10.00	\$ 10,000.00		
100A	1 1/2" ASPHALT PAVING OVERLAY	SF	8,000	\$ 4.00	\$ 32,000.00	\$ 2.25	\$ 18,000.00	\$ 3.75	\$ 30,000.00		
100B	1 1/2" ASPHALT PAVING OVERLAY W/LESS THAN 1000 SQ FT	SF	2,000	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00	\$ 23.25	\$ 46,500.00		
100C	ASPHALT PAVING TRUING AND LEVELING	TONS	300	\$ 80.00	\$ 24,000.00	\$ 165.00	\$ 49,500.00	\$ 385.00	\$ 115,500.00		
101A	ASPHALT PAVING W/STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND)	SF	3,000	\$ 6.00	\$ 18,000.00	\$ 4.50	\$ 13,500.00	\$ 14.75	\$ 44,250.00		
101B	ASPHALT PAVING W/STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND) WITH LESS THAN 1000 SQ FT	SF	2,000	\$ 8.00	\$ 16,000.00	\$ 7.00	\$ 14,000.00	\$ 36.00	\$ 72,000.00		
102A	ASPHALT PAVING W/STONE BLEND BASE (1 1/2" 1A ON 2 1/2" 1A ON 6" STONE BLEND BASE)	SF	3,500	\$ 10.00	\$ 35,000.00	\$ 11.00	\$ 38,500.00	\$ 22.75	\$ 78,625.00		
102B	ASPHALT PAVING W/STONE BLEND BASE (1 1/2" 1A ON 2 1/2" 1A ON 6" STONE BLEND BASE) W/LESS THAN 1000 SQ FT	SF	1,000	\$ 12.00	\$ 12,000.00	\$ 8.00	\$ 8,000.00	\$ 44.00	\$ 44,000.00		
103A	ASPHALT PAVING ON NASSAU COUNTY ROADS (2" 1A ON 10" ASPHALT BASE)	SF	500	\$ 24.00	\$ 12,000.00	\$ 30.00	\$ 15,000.00	\$ 56.50	\$ 28,250.00		
103B	ASPHALT PAVING ON NASSAU COUNTY ROADS (2" 1A ON 10" ASPHALT BASE) W/LESS THAN 1000 SQ FT	SF	1,500	\$ 30.00	\$ 45,000.00	\$ 55.00	\$ 82,500.00	\$ 98.25	\$ 147,375.00		
517	COLD MILLING, SHAPING AND REMOVAL OF BITUMINOUS CONCRETE PAVEMENT	SY	1,500	\$ 7.50	\$ 11,250.00	\$ 9.75	\$ 14,625.00	\$ 21.00	\$ 31,500.00		
TOTALS					\$ 241,250.00		\$ 258,125.00		\$ 714,875.00		

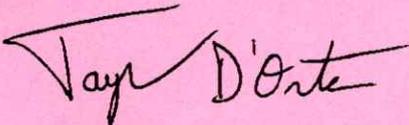
INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

TO: Mayor Robert T. Kennedy
FROM: Taylor D'Orta, Buyer
DATE: February 13th 2024
RE: Request to Award BID #24-02-PURC-695
Maintenance of Various Office Equipment

Ten (10) bids were distributed and two (2) were received on February 13, 2024 for the above referenced bid. The Maintenance of Various Equipment throughout the Village is an annual contract for all existing office equipment which is not currently covered by its own warrantee.

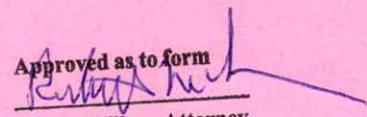
The two bids received range from a high of \$22,390.00 to a low of \$13,459.00 for the forty-four (44) various machines listed in the bid specifications. The majority of funding for this contract will be charged to the Purchasing Department's service contract and repairs account A134504 542800 for all municipal use machines. The Electric and Water Department will pay for their machines from their appropriate budget lines. There are sufficient funds available to cover this expense.

Ditto Copy Systems., 209 E. Elizabeth Ave, Linden, NJ 07036 was the low bidder in the amount of \$13,459.00. Ditto Copy Systems has performed this work for the Village in years prior and has proven to be a reliable vendor. It is therefore recommended that the Board of Trustees award the Maintenance of Various Office Equipment bid to Ditto Copy Systems for a term of one year beginning March 1, 2024 and ending on February 28, 2025 with the option for two one-year extensions, if mutually accepted.



Taylor D'Orta
Purchasing

Cc: H. Colton, Village Counsel
P. Boening, Village Clerk

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 22, 2024, the Board authorized the Village Clerk to advertise a Notice to Bidders for the “2024 Maintenance of Various Office Equipment”; and

WHEREAS, ten (10) bids were distributed and two (2) were received on February 13, 2024 for the above referenced contract; and

WHEREAS, the two (2) bids received range from a high of \$22,390.00 to a low of \$13,459.00 for the forty-four (44) various machines listed in the bid specifications; and

WHEREAS, the low bid was submitted by Ditto Copy Systems, 209 E. Elizabeth Ave, Linden, NJ 07036, in the amount of \$13,459.00; and

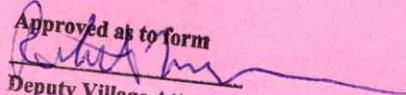
WHEREAS, the contract will cover a term from March 1, 2024 through February 28, 2025, an option for two (2) additional one-year extension terms if mutually accepted; and

WHEREAS, the service will be charged to the Purchasing Department’s service contracts and repairs account A134504 542800; the Electric and Water Department will pay for their machines from their appropriate budget lines; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Purchasing Agent, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2024 Maintenance of Various Office Equipment to Ditto Copy Systems, 209 E. Elizabeth Ave, Linden, New Jersey 07036, in the amount of \$13,459.00 for a term from March 1, 2024 through February 28, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Kim Weltner, Purchasing Agent January 24, 2024
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 22, 2024:

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

WHEREAS, the Incorporated Village of Freeport has need for the maintenance of various office equipment; and

WHEREAS, the estimated cost for this service based on the 2022-2023 contract which now maintains fifty-nine (59) various machines should be approximately \$28,000.00 annually; and

WHEREAS, the service will be charged to the Purchasing Department's service contracts and repairs account A134504 542800; and

WHEREAS, this new bid will cover a term from March 1, 2024 through February 28, 2025, with an option in favor of the Village to extend for two (2) additional years with no increase in price; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Purchasing Agent, the Village Clerk be and hereby is authorized to advertise the contract "2024 Maintenance of Various Office Equipment" in the Freeport Herald and other relevant publications on January 25, 2024, with contract specifications available from January 29, 2024 through February 09, 2024, with a return date of February 13, 2024.

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

DATE: February 13, 2024
TO: Mayor Robert T. Kennedy
FROM: Taylor D'Orta, Buyer
RE: Request to Award Bid – #24-02-PURC-694
2024 Contract for Printing Services

Thirty (30) bids were distributed for the above referenced requirements contract and two (2) bids were received at the time of bid opening on February 13, 2024. This bid includes a variety of printing jobs as required by all Village departments. Two bids were received at the specified time however only one included all items requested. The lowest complete bid was submitted by Minute Man Press for a total amount of \$30,932.00. Minute Man Press has proven themselves through previous work with the Village to be a responsible, reliable vendor.

Therefore, it is recommended to award the 2024 Contract for Printing Services to:

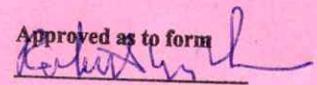
Minute Man Press
255 Sunrise Highway
Merrick, New York 11566

If approved by the Board, this contract will begin on March 1, 2024 and end on February 28, 2025 with an option for two, one-year extensions if mutually accepted. Printing services ordered under this contract will be charged to the ordering departments printing and stationary budget line as needed (i.e. Purchasing budget line A134504 540200).



Taylor D'Orta
Purchasing

Cc: H. Colton, Village Counsel
P. Boening, Village Clerk

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 22, 2024, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2024 Contract for Printing Services”; and

WHEREAS, thirty (30) bids were distributed for the above referenced requirements contract, and two (2) bids were received at the time of bid opening on February 13, 2024; and

WHEREAS, the lowest completed bid was submitted by Minute Man Press, 255 Sunrise Highway, Merrick, New York 11566, for a total amount of \$30,932.00; and

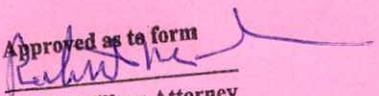
WHEREAS, contract terms will begin on March 1, 2024 through February 28, 2025, with an option for two (2) additional one-year extension terms if mutually accepted; and

WHEREAS, all items ordered under this contract will be charged to the printing and stationary budget line of the requesting departments (ie. A134504 540200); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Purchasing Agent, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2024 Contract for Printing Services to Minute Man Press, 255 Sunrise Highway, Merrick, New York 11566, for a total amount of \$30,932.00 for a term from March 1, 2024 through February 28, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Kim Weltner, Purchasing Agent January 24, 2024
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 22, 2024:

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

WHEREAS, the Village of Freeport requires the services of a company able to provide envelopes as well as forms, stationary, business cards, mailings, and bound books; and

WHEREAS, §103 of the General Municipal Law and the Village’s Procurement Policy necessitate the use of competitive bidding to retain these services; and

WHEREAS, contract terms will begin on March 1, 2024 through February 28, 2025, with an option in favor of the Village to extend for two (2) additional one-year terms; and

WHEREAS, in general, the Village spends between \$20,000 and \$30,000 per year for all departments combined; and

WHEREAS, all items ordered under this contract will be charged to the printing and stationary budget line of the requesting departments (ie. A134504 540200); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Purchasing Agent, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2024 Contract for Printing Services” in the Freeport Herald and other relevant publications of general circulation on January 25, 2024, with specifications available from January 29, 2024 through February 9, 2024, with a return date of February 13, 2024.

The Clerk polled the Board as follows:

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

cc:

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>