

6. OFFICE OF EMERGENCY MANAGEMENT – Donald Rowan

- a) Request approval of the Joint Funding Agreement between the Village of Freeport, and the U.S. Geological Survey for the operation and maintenance of the tide gage at Hudson Bay, from March 1, 2024 through February 28, 2025, in the amount of \$6,820, of which the Village of Freeport will contribute \$5,540.

7. PUBLIC WORKS – Robert R. Fisenne

- a) Request retroactive approval to extend the professional service agreement for “Online Auction Services” with Auctions International Inc., 11167 Big Tree Road, East Aurora, New York 14052, from March 1, 2024 through February 28, 2025, with no change in the fees or compensation.
- b) Request retroactive approval to increase the cost for the emergency asbestos abatement at the Freeport Armory East Building by C.P.C. Environmental Services Corp., 142 North 13th Street, Newark, New Jersey 07107, from \$44,000 to \$76,200.

8. RECREATION CENTER – Elizabeth Comerford

- a) Request approval to hold the Freeport Nautical Mile Festival on Saturday, June 1, 2024 from 10:00 A.M. to 6:00 P.M.
- b) Request approval to enter into a personal services agreement with Maria Ende, for fitness classes, from April 1, 2024 through February 28, 2025, not to exceed \$3,000.
- c) Request approval to renew the personal services agreement with Fitfam, for children’s fitness classes, from April 1, 2024 through February 28, 2025, not to exceed \$2,500, with no increase.
- d) Request approval to renew the personal service agreement with Kidokinetics of Nassau County, for sports classes, from April 1, 2024 through February 28, 2025, not to exceed \$5,000, with no increase.
- e) Request approval to renew the professional service contract with Resurfix, P. O. Box 291, Flanders, New Jersey 07836, for the repair and maintenance of two Zambonis, from April 1, 2024 through February 28, 2025, in the amount of \$20,000, with no increase.

9. VILLAGE ATTORNEY – Howard E. Colton

- a) Request to advertise a request for proposal #24-4-COUN-698 “The Freeport Attorney’s Office Case Software Solution” in the Freeport Herald on March 21, 2024, with a return date of April 26, 2024.

10. WATER & SEWER – Robert R. Fisenne

- a) Request authorization to purchase one 2024 Ford Transit Cargo Van for the Water Department through the NYS Department of General Services Mini Bid, in the amount of \$49,200, funded from a bond authorized on July 12, 2021.

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

- b) Request that all bids received for “2024 Furnishing of Calcium Hypochlorite (Tablet) be rejected.
- c) Request to advertise a notice to bidders for “2024 Furnishing of Calcium Hypochlorite (Tablet) Rebid” in the Freeport Herald on March 28, 2024, with a return date of April 16, 2024

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: March 12, 2024
RE: Remove Exemptions from 2024/2025 Final Assessment Roll

Request a retro-active permission for the Assessor to remove from 2024/2025 Final Assessment Roll exemptions related to Seniors and Veteran Owned Properties. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 458 / 26	50 Maryland Ave	41101 Veteran Eligible Funds	2024 --2300	Property Sold 03/08/2024
		41141 Veteran Wartime Disable	2024--395	
62 / 183/ 373	497 Nassau Ave	41800 Senior	2023 -2,830	Deceased 01/31/2024
			2024—2,830	

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 and 2024/2025 corrected property tax bill.


Vilma I. Lancaster
Village Assessor

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

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

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 458 / 26	50 Maryland Ave	41101 Veteran Eligible Funds	2024 --2300	Property Sold 03/08/2024
		41141 Veteran Wartime Disable	2024--395	
62 / 183/ 373	497 Nassau Ave	41800 Senior	2023 -2,830	Deceased 01/31/2024
			2024—2,830	

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

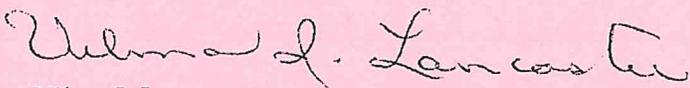
**Incorporated Village of Freeport
INTER-OFFICE MEMO**

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: March 12, 2024
RE: 2024/2025 PILOT Final Roll Correction 62 / 035 / 5, 25

A retro-active permission is hereby requested to update and add to the 2024/2025 Final Assessment Roll 27 St John's Place (62/035/5) and 8 Maple Place (62/035/25) as a DOVER PILOT. The IDA forwarded on 3/12/24, the PILOT 15 Year Extended Agreement with an expiration date of December 31, 2039 and a projected dollar allocation for Freeport PILOT amount of \$37,601.12 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 the PILOT as stated below for the 2024/2025 Final 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 / 035 / 5, 25	27 St John's Place (62/035/5) and 8 Maple Place (62/035/25)	Dover Freeport LLC/Dover Gourmet Corp	\$37,601.12	61,079



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 27 St John's Place (62/035/5) and 8 Maple Place (62/035/25) as a DOVER PILOT; and

WHEREAS, the IDA forwarded on 3/12/24, the PILOT 15 Year Extended Agreement with an expiration date of December 31, 2039 and a projected dollar allocation for Freeport PILOT amount of \$37,601.12 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 the PILOT as stated below for the 2024/2025 Final 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 / 035 / 5, 25	27 St John's Place (62/035/5) and 8 Maple Place (62/035/25)	Dover Freeport LLC/Dover Gourmet Corp	\$37,601.12	61,079

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 27 St John's Place (62/035/5) and 8 Maple Place (62/035/25) as a DOVER PILOT.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: March 12, 2024
To: Mayor Robert T. Kennedy
From: Anthony Fiore, Acting Superintendent of Electric Utilities
Re: McGovern Automotive Group
Lease of Dark Fiber from the Inc. Village of Freeport (Electric Department)

Attached is a contract for McGovern Automotive Group (McGovern) to lease dark fiber from the Village of Freeport (Electric Department). McGovern purchase the premises formerly owned by Recovery Racing X LLC. This agreement covers the lease to McGovern of fiber strands between 185 W. Sunrise Highway, Freeport, and 199 W. Sunrise Highway, Freeport.

Under the terms of this agreement, the Village grants McGovern a lease of twelve Fiber Optic Strands of Dark (Unlit) fiber and two (2) Premise Boxes with patch panels to interconnect with McGovern's facilities from March 1, 2024 to February 28, 2027. McGovern shall pay the Village of Freeport (Electric Department) a monthly lease fee of \$350.00/month.

Therefore, it is the recommendation of the Acting Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve the dark fiber lease to McGovern Automotive Group, 185 W. Sunrise Highway, Freeport, NY 11520 for a lease cost of \$350.00/month from March 1, 2024 to February 28, 2027. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement.

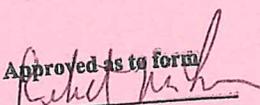


Digitally signed by Anthony
Fiore
DN: cn=Anthony Fiore,
o=Village of Freeport,
ou=Freeport Electric,
email=afiore@freeportelectri
c.com, c=US
Date: 2024.03.12 14:02:56
+04'00'

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 8, 2021, the Board approved to enter into an agreement with Recovery Racing X LLC for a lease for dark fiber running from March 1, 2021 through February 29, 2024 at a rate of \$350.00 per month; and

WHEREAS, the Acting Superintendent of Electric Utilities is requesting Board approval to enter into an agreement for dark fiber to McGovern Automotive Group (McGovern), 185 W. Sunrise Highway, Freeport, NY 11520; and

WHEREAS, McGovern purchased the premises formerly owned by Recovery Racing X LLC; and

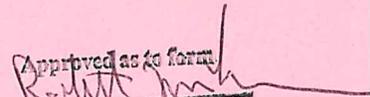
WHEREAS, under the terms of this agreement, the Village grants McGovern a lease of twelve Fiber Optic Strands of Dark (Unlit) fiber and two (2) Premise Boxes with patch panels to interconnect with McGovern's facilities for a retroactive term from March 1, 2024 to February 28, 2027; and

WHEREAS, McGovern shall pay the Village of Freeport (Electric Department) a monthly lease fee of \$350.00; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approve and the Mayor be and is hereby authorized to enter into an agreement for dark fiber with McGovern Automotive Group (McGovern), 185 W. Sunrise Highway, Freeport, NY 11520, for a retroactive term from March 1, 2024 to February 28, 2027 at a monthly lease fee of \$350.00.

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 February 11, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 8, 2021:

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

WHEREAS, Recovery Racing X LLC (Recovery), 185 W. Sunrise Highway, Freeport, New York 11520 wishes to lease dark fiber from the Village of Freeport Electric Department running between 185 W. Sunrise Highway and 199 W. Sunrise Highway, Freeport, New York; and

WHEREAS, under the terms of the agreement, the Village grants Recovery a lease of twelve Fiber Optic Strands of Dark (Unlit) fiber and two Premises Boxes with patch panels to interconnect with Recovery's facilities; and

WHEREAS, the lease will run from March 1, 2021 through February 29, 2024 with a lease fee of \$350 per month; and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be and is hereby authorized to enter into an agreement with Recovery Racing X LLC for a lease for dark fiber running from March 1, 2021 through February 29, 2024 at a rate of \$350.00 per month.

The Clerk polled the Board as follows:

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

cc:

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

FIBER OPTIC AGREEMENT

BY AND BETWEEN

**INC. VILLAGE OF FREEPORT
(FREEPORT ELECTRIC)**

AND

MCGOVERN AUTOMOTIVE GROUP

MARCH 1, 2024 – FEBRUARY 28, 2027

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

THIS FIBER OPTIC AGREEMENT ("Agreement"), made as of the _____ day of _____, 2024, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and McGovern Automotive Group, with offices located at 185 W. Sunrise Highway, Freeport, New York 11520 ("Customer") (jointly IVF and Customer, "Parties").

WITNESSETH,

THAT:

WHEREAS, the IVF's Electric Utility (Freeport Electric or FE) will install, own, and maintain a new Dark (Unlit) Fiber Optic Communications Path providing a complete service connection between 185 W. Sunrise Highway, Freeport, and 199 W. Sunrise Highway, Freeport. This link will be comprised of one (1) Self Supporting Cable with twelve (12) individual Dark (Unlit) single mode fiber strands that will be installed and terminated by FE as follows:

WHEREAS, at each of the above two Customer locations, a metallic premise box patch panel will be provided and installed by FE. The provided 12 fiber cable will be terminated with LC connectors in the left side of this cabinet and connected to a 12 fiber type LC connector bulkhead module. After termination and testing of all 12 Customer fibers at both ends, the Freeport sides will be locked. Freeport fibers shall be rated at 10 Gb capacity with end to end losses not to exceed 2db. Customer will utilize the LC connector bulkhead interface on their side of the premise box and is responsible for terminating and providing the data path(s) between premise box locations and their equipment. Customer will provide, utilize, and terminate LC connectors on their fiber connections to the premise box.

WHEREAS, Customer desires to utilize all Customer fibers in FE's fiber optic communications cable link to provide data and all other types of communications between 185 W. Sunrise Highway, Freeport and 199 W. Sunrise Highway, Freeport;

WHEREAS, the Parties believe that it is prudent for Customer to provide and utilize space in their facility rather than to install additional facilities in the public rights of way;

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

1. **DEFINITIONS**. The terms defined in this Section shall, for all purposes of this Agreement, have the meanings specified below.

"Customer Fibers" shall mean the Dark (Unlit) fiber optic strands, furnished by FE, that are used by Customer. Customer fibers shall include all interface equipment required to provide dark fiber connectivity between 185 W. Sunrise Highway, Freeport and 199 W. Sunrise Highway, Freeport.

"FE Fibers" shall mean any fiber optic strand that is, as applicable, used and/or owned by Freeport Electric, a municipal utility.

"Fiber Optic Cable" shall mean the cable that contains the fiber optic strands.

"Fiber Optic Strand" shall mean one strand of single mode fiber.

"Premise Box" shall mean an enclosed dual access patch panel used to transition from the FE-owned fiber cable to Customer's network.

2. **SCOPE OF AGREEMENT**. Customer, under the terms of this Agreement, shall lease from FE, twelve (12) Fiber Optic Strands of Dark (Unlit) fiber and two (2) Premise Boxes with patch panels to interconnect with the Customer facilities from March 1, 2024 to February 28, 2027. Customer agrees that use of the Fiber Optic Strands and Premise Boxes will be subject to the imposition by FE of such restrictions and conditions as are, in FE's sole judgment, necessary to ensure the safety, reliability and

operating efficiency of FE's electric utility or telecommunications operations. Further, FE shall be under no obligation to establish additional Fiber Optic Strands unless FE, in its sole discretion, believes such installation to be in its own best interests. Nothing in this Agreement shall be construed in any way to indicate that Customer owns the Fiber Optic Strands, or Premise Boxes.

3. **PAYMENTS.** Customer shall compensate FE for its use of Customer Fibers, and Premise Boxes, as set forth herein:

a. Customer shall pay FE \$350.00 per month for the use of the fibers and additional equipment. Payments are payable on the 15th of each month. The monthly payment will include maintenance of all FE supplied fiber strands and equipment connecting the above mentioned Customer facilities. FE is not responsible for fibers and connectors not installed by FE.

4. **EQUIPMENT.** FE will be responsible for supplying, installing, and maintaining its own connections to FE's Premise Box. Customer shall be responsible for any and all cables and equipment connected to the premise box and to the Customer's network. The Customer shall provide a wall mounted ¾" plywood sheet that measures four (4) feet by four (4) feet in each facility where FE can attach their equipment to ensure the effective operation of the Fiber Optic Strands. In the event Freeport determines that less space is required, Freeport shall inform the Customer. This area must be secure and accessible at all times.

5. **OUTAGES.** FE will notify Customer in advance regarding any planned outages. In an emergency situation, or otherwise, FE will restore electric customers first and then telecommunications customers.

6. **NO REPRESENTATIONS BY FE.** FE makes no representation or warranty whatsoever concerning the suitability of the Fibers, and Premise Boxes for the purposes intended by Customer. Customer further acknowledges that neither FE nor any of FE's officers, employees or agents has made, nor is Customer entering into this Agreement in reliance upon, such representations.

7. **RELOCATION.** This Agreement is subject to the right of FE, without liability to Customer, to relocate or modify the geographic routing of certain portions of, or all of, the Fiber Optic Cable or increase the fiber count capacity contained therein or to remove, replace or change the location of any or all of its facilities, including the Premise Box in such a manner as will best enable FE, in its sole discretion, to fulfill its electronic and utility service requirements. In any such case, Customer shall not bear the costs of relocating the facilities. Nonetheless, in the event that any such relocation is necessitated by the lawful requirements of governmental authorities, the Parties shall share on a pro-rata basis in the costs of restoring the continuity of the facilities. Where practical, FE will provide Customer with advance notice of any such changes, and will coordinate such changes with Customer.

If Customer requests that the Premise Box be relocated, such relocation shall be subject to the approval of FE and, if approved, Customer shall pay FE for all labor and material costs associated with the relocation. Customer is responsible for any damage done to the Premise Box. If the Premise Box requires replacement as a result of said damage, Customer will reimburse FE for all labor and material costs associated with the replacement.

8. **LIMITATION OF LIABILITY.**

8.1 In performing the maintenance and other services hereunder, FE will exercise due care to ensure that maintenance is performed in a workmanlike manner, meets the standards and specifications set forth in the applicable request with respect to such services, and complies with applicable standards of law and regulation. However, failure to meet these obligations shall in no event subject FE to any claims or liabilities other than to reform the services so that they fully comply with the request or standard, as the case may be. FE makes no other warranty with respect to its performance of the services and Customer agrees to accept such services without further warranty of any nature.

8.2 Each Party hereto shall indemnify and agree to save, hold harmless and defend the other Party from the payment of any sum or sums of money on account of, or resulting from, claims or suits growing

out of (i) injuries to or the death of any person, (ii) damage to or loss of any property, and/or (iii) other damages in any way attributable to or arising out of the performance or nonperformance of any acts or omissions associated either directly or indirectly with this Agreement, if the same results from the claimed or actual negligence or breach of warranty of, or willful conduct by, such Party or its employees, agents or subcontractors, or any combination thereof.

8.3 The terms of this limitation of liability and indemnity shall survive the termination of this Agreement.

9. **FORCE MAJEURE.** Each Party shall not be liable to the other for damages caused by its failure to fulfill its obligations under this Agreement due to, occasioned by or in consequence of, any of the following causes or contingencies beyond their reasonable control: Acts of God, the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, backwaters caused by floods, lightning, earthquakes, landslides, washouts or other similar acts of nature, accidents, fires, cable cuts caused by third parties, explosions, strikes, lockouts, differences with workmen and other labor disturbances, vandalism, sabotage, riots, inability to secure materials, supplies or equipment, breakage or failure of electrical license or equipment, wars, insurrections, blockades, acts of public enemy, civil disturbances, acts or restrictions of federal, state or other governmental authorities, terrorism and any other causes or contingencies not within the control of such Party, whether of the kind herein enumerated or otherwise. Such causes or contingencies affecting performance shall not relieve such Party of liability in the event of its failure to use reasonable means to remedy the situation or remove the cause with reasonable dispatch. Further, such causes or contingencies shall not relieve Customer of its obligation to pay all fees and sums owed pursuant to this Agreement.

10. **TERM OF AGREEMENT AND TERMINATION.** Unless sooner terminated pursuant to the terms of this Agreement or by agreement of the Parties, this Agreement shall run from March 1, 2024 to February 28, 2027, but in no event shall the term of this Agreement exceed the useful life of FE or Customer Fiber, as reasonably determined by the Parties.

11. **TERMINATION.** Upon termination of this Agreement by the expiration of the Term hereof or otherwise, Customer shall peaceably quit and surrender the Fiber Optic Line, Premise Boxes/patch panels, and media converter(s) to FE in good order and condition.

12. **ASSIGNMENT.** Customer shall not assign or transfer, in whole or in part, this Agreement without the prior written consent of Freeport.

13. **NOTICES.** All notices and documentation given under this Agreement shall be in writing and shall be sent to the following address:

FE

Superintendent of Electric Utilities
Freeport Electric
46 North Ocean Ave.
Freeport, NY 11520

Customer

McGovern Automotive Group
185 W. Sunrise Highway
Freeport, NY 11520

Or such addresses as the Parties shall designate to each other in writing.

14. **MISCELLANEOUS PROVISIONS.**

Governing Law/Interpretation. This Agreement shall be construed in accordance with, and its performance shall be governed by, applicable laws and regulations in effect in the State of New York including local laws and ordinances.

Execution. This Agreement may be executed in multiple counterparts each of which so executed shall be deemed to be an original.

Modifications of Agreement. This written Agreement constitutes the entire agreement between the Parties respecting the subject matter herein. Any modifications to this Agreement shall be made in writing.

Invalidity. If any provision of the Agreement shall for any reason be held invalid, illegal, or unenforceable under any laws, rules or regulations of any governmental body or agency having jurisdiction thereof, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein.

No Broker. The Parties confirm that no broker was involved in this transaction.

Contractors. The Parties are not contractors with respect to each other. The Agreement should not be construed as in any way making the Parties joint venturers, partners or in any way undertaking a related or similar relationship.

Headings. Headings used in this Agreement are inserted only for the convenience of the Parties and shall not affect the interpretation or construction of this Agreement.

Survival of Obligations. All payment and indemnity obligations of the Parties under this Agreement shall survive the termination of this Agreement, until said obligations are satisfied.

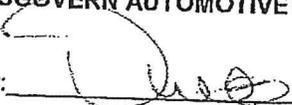
Disclosure. Customer hereby affirmatively states that no elected official, officer or employee of IVF has any interest in Customer.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**INC. VILLAGE OF FREEPORT
(FREEPORT ELECTRIC)**

MCGOVERN AUTOMOTIVE GROUP

By: _____

By: 

Printed: Robert T Kennedy

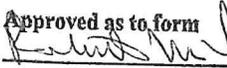
Printed: Daniel Wright

Title: Mayor, Inc. Village of Freeport

Title: General Manager

Date: _____

Date: 2.28.24

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: March 12, 2024
To: Mayor Robert T. Kennedy
From: Anthony Fiore, Acting Superintendent of Electric Utilities
Re: Minsait ACS, Inc., Support Services
Agreement Term – March 1, 2024 – February 28, 2025

Attached for your review is the software and hardware subscription support quote from Minsait ACS, Inc. (ACS), formerly Advanced Control Systems. This service ensures that Freeport Electric has full Supervisory Control & Data Acquisition (SCADA) system maintenance support. The Electric Department's operators use SCADA to maintain and operate the Village's electric grid. It is imperative that this system has zero down time. The ACS support service includes Software Maintenance Coverage, Technical Help Desk Support, ACS-Owned Hardware coverage, 3rd Party Hardware Coverage, 24 x 7 HelpDesk Support and Security Patch Management. Coverage will run from March 1, 2024 – February 28, 2025 at a cost of \$45,858.00. The previous agreement was for 5 months covering October 1, 2023 – February 29, 2024 for \$18,788.00. This reflects a 1.7% price increase.

Therefore, it is the recommendation of the Acting Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the software/hardware maintenance and support services agreement with Minsait ACS, Inc., 2755 Northwoods Parkway, Norcross, Georgia 30071 at a cost of \$45,858.00 from March 1, 2024 – February 28, 2025. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement. This service shall be charged to account E 7815630 578100 (IT Contracts/Electric).

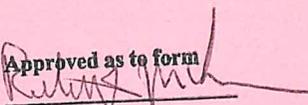


Anthony Fiore
Acting Superintendent of Electric Utilities

AF:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, Freeport Electric needs full Supervisory Control & Data Acquisition (SCADA) system maintenance support in order to maintain and operate the Village's electric grid; and

WHEREAS, on November 13, 2023, the Board approved the software/hardware maintenance and support services agreement with Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 3007, for a retroactive term from October 1, 2023 to February 29, 2024, at a cost of \$18,788.00; and

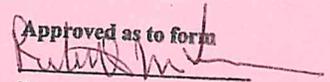
WHEREAS, the Acting Superintendent of Electric Utilities is requesting Board approval for the software/hardware maintenance and support services agreement with Minsait ACS, Inc. (ACS), formerly Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 3007, for a retroactive term from March 1, 2024 to February 28, 2025 at a cost of \$45,858.00 (1.7% price increase); and

WHEREAS, this service shall be charged to account E7815630 578100 (IT Contracts/Electric); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any and all documentation necessary to effectuate the software/hardware maintenance and support services agreement with Minsait ACS, Inc. (ACS), formerly Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 3007, for a retroactive term from March 1, 2024 to February 28, 2025 at a cost of \$45,858.00.

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 November 15, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, Freeport Electric needs full Supervisory Control & Data Acquisition (SCADA) system maintenance support in order to maintain and operate the Village’s electric grid; and

WHEREAS, on January 25, 2021, the Board approved the software maintenance and support agreement with Advanced Control Systems, Inc. (ACS), 2755 Northwoods Parkway, Norcross, Georgia 30071, at a cost of \$17,771.00 from March 1, 2021 to February 28, 2022; and

WHEREAS, on May 23, 2022, the Board approved the contract extension with Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 30071 for a retroactive term from March 1, 2022 through May 31, 2022, at a cost of \$4,443.00; and

WHEREAS, the Electric Department now has the new ACS system funded by the New York Governor’s Office of Storm Recovery (GOSR), and the Superintendent of Electric Utilities is requesting Board approval for the software/hardware maintenance and support services agreement with Advanced Control Systems, Inc., for a retroactive term from October 1, 2023 to February 29, 2024, at a cost of \$18,788.00; and

WHEREAS, this service shall be charged to account E7815630 578100 (IT Contracts/Electric); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any and all documentation necessary to effectuate the software/hardware maintenance and support services agreement with Advanced Control Systems, Inc., 2755 Northwoods Parkway, Norcross, Georgia 30071, for a retroactive term from October 1, 2023 to February 29, 2024, at a cost of \$18,788.00.

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

minsoit ACS

An Indra company

SCADA Software Coverage

- (1) PRISM Master Server-based License
- (1) PRISM Master Redundant System License
- (2) eAlarm Event Notification and Summary
- (1) DNPnet Network Comm protocol - single node license
- (1) DNPnet Network Comm protocol - redundant node license
- (1) PRISM Link software
- (1) PRISM System Restore Enterprise server
- (5) PRISM System Restore Enterprise client
- (10) Red Hat Enterprise Linux
- (2) ePRISM Web Standard Subscription 5 Users

minsoit ACS

An Indra company

SCADA Hardware Coverage

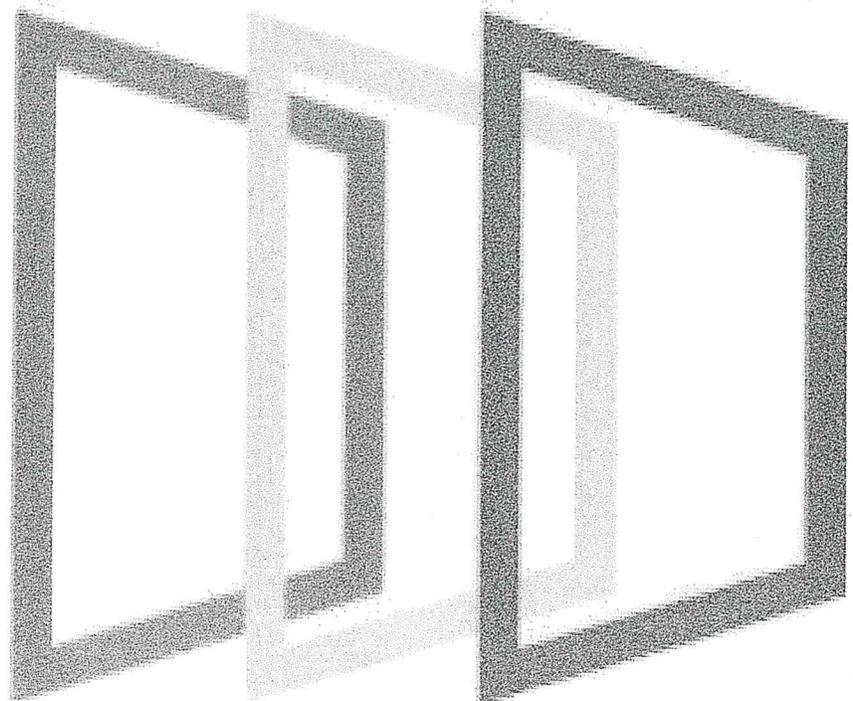
Quantity	ACS Product Description	Serial Number
2	PRISM VPN Router	
1	Firewall	FG100FTK21025262
2	2-Factor VPN ACS Remote	Joe - 7613840 Nicholas - 13458281
		NL69FL0C NL69FN31 NL69G0XE NL69GGSL NL69MD35 NL69MDE8
6	STFR2000800 2 tb hard drive	
3	Aruba 5406R zl2 Switch	

Host Name	HP Product Description	Serial Number
PRISMA	HP DL380 Gen 10 SCADA/Linux Server	2M2051071P
PRISMB	HP DL380 Gen 10 SCADA/Linux Server	2M2051071L
PRISMUXA	HP DL380 Gen 10 SCADA/Linux Server	2M2051071N
PRISMUXB	HP DL380 Gen 10 SCADA/Linux Server	2M212803DR
EPRISMWEB	HP DL380 Gen 10 SCADA/Linux Server	2M2051071H
OFFICE-ENGWRK	HP Z6 G4 Workstation	MXL1362Q4T
PP2-ACTIVU	HP Z6 G4 Workstation	MXL1382LJQ
PP2-XTERM1	Z2 G5 Mini Code i5-10500 3.1GHz /16 GB	MXL1261MCW
PP1-XTERM	Z2 G5 Mini Code i5-10500 3.1GHz /16 GB	MXL1261MDX
PP2-XTERM2	Z2 G5 Mini Code i5-10500 3.1GHz /16 GB	MXL1261MF1
	KVM CONSOLE SWITCH	5CW0390073
	KVM CONSOLE SWITCH	5CW0400013

minsoit ACS

An Indra company

Standard Software Support Services Terms and Conditions



These Standard Software Support Services Terms and Conditions (the "Support Terms") set forth the terms and conditions under which Minsait ACS, Inc., a Georgia corporation ("Minsait ACS"), will provide the Support Services to the end user (the "Client") of a Minsait ACS Software product who has purchased a Support Plan. **By purchasing a Support Plan, Client agrees to these terms and conditions.**

1. Definitions

- (a) "Client Services Guide" means the Minsait ACS' guide that provides the information on the Support Services and Support Plan(s), including options for the types of support available to Clients. The Client Services Guide is which is hereby incorporated herein by reference with the same force and effect as though fully set forth herein.
- (b) "EULA" means an End User License Agreement for Software previously licensed to Client.
- (c) "Software" means: (i) the Minsait ACS Software product previously licensed to Client by Minsait ACS for which Client has purchased a Support Plan; (ii) the manuals and other end user documentation generally provided by Minsait ACS with the Software; and (iii) all modifications, corrections, or updates provided by Minsait ACS in the course of providing the Support Services.
- (d) "Support Fees" means the fees payable by Client for the Support Plan Client has purchased. Notwithstanding anything to the contrary, all Support Fees paid are non-refundable, including but not limited to Support Fees paid in advance for future Support Services.
- (e) "Support Plan" comprises the basic features set forth in the Client Services Guide. Client also has the option to purchase add-on services to the Support Plan.
- (f) "Support Services" are the services that Minsait ACS provides to Client pursuant to Minsait ACS' standard Support Plan(s), as set forth in the Client Services Guide.
- (g) "Support Services Term", commencing on the date that Client purchases a Support Plan: (i) shall be an initial term of twelve (12) months, for the annual Support Plan; or, (ii) for the multi-year Support Plan, the Support Services Term shall be as specified by Minsait ACS for that Support Plan.

2. Support Services

- 2.1. During the Support Services Term, Minsait ACS will provide the Support Services to Client, provided Client: (i) holds a valid EULA; (ii) complies with Client's obligations under the EULA, the Client Services Guide, this Support Terms, and any other manuals, guides or documentation related to the licensed Software; and (iii) has registered the Software for support with Minsait ACS.
- 2.2. If Client has subscribed for access to the Software on a third-party cloud infrastructure, the Support Services are subject to Client maintaining in good standing its account with such third-party.
- 2.3. In connection with the provision of Support Services, Minsait ACS might, in some circumstances, with Client's previous authorization, receive or have access to Client data that may include "Personal Data" (as defined below) and "Confidential Information" (as defined below).

- 2.3.1. "Personal Data" is data identifying living individual persons within or without Client's organization; each a "Data Subject"). Minsait ACS may process Personal Data on behalf of Client in connection with the performance of this Support Terms and/or the provision of Support Services.
- (i) Minsait ACS will treat all Personal Data as Confidential Information and will use the Client Data for no other purpose but providing Support Services.
 - (ii) Client agrees that such processing may include the transfer of personal data outside the country in which such information is obtained.
 - (iii) Client shall ensure that all requirements for processing personal data in accordance with this agreement are met. Client shall be solely responsible for obtaining from each data subject any consent which is required for the processing of its personal data in connection with this this Support Terms. The provision of the Support Services is conditional upon such consent.
- 2.3.2. "Confidential Information" means all information and documents made known by Client to Minsait ACS in connection with the Support Services that are designated as "Confidential," "Proprietary" or some similar designation at the time of disclosure or which at the time of disclosure a person would reasonably assume to be the confidential and proprietary information of Client or its personnel. "Confidential Information" shall not, however, include any information which (i) was publicly known prior to the time of disclosure by Client hereunder; (ii) becomes publicly known through no action or inaction of Minsait ACS, (iii) has already been rightfully received by Minsait ACS without any restriction on its use or disclosure at the time of disclosure by Client; (iv) is obtained by Minsait ACS without any restriction on its use or disclosure from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by Minsait ACS without use of or reference to Confidential Information; (vi) is expressly approved for disclosure by Client in advance; or (vii) is required by law to be disclosed by Minsait ACS. Without Client's prior written consent, Minsait ACS will not use any Confidential Information for any purpose except to provide the Support Services and will take commercially reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of Confidential Information.
- 2.4. Notwithstanding anything to the contrary, Minsait ACS is free to use any technical information, feedback and know-how regarding the Software, its use or interoperability and any problems encountered in connection the foregoing that it obtains in connection with the Support Services to update or enhance its Software products or services.
- 2.5. Minsait ACS shall retain all right, title and interest in the Software and works created in connection with the Support Services, and in all copies, improvements, enhancements, modifications, and derivative works thereof, including, without limitation, all patent, copyright, trade secret, trademark and database rights. Each modification, enhancement or update to Software that is provided in connection with Support Services shall be governed by the EULA unless Minsait ACS provides Client with a separate written license agreement for it.

- 2.6. Minsait ACS' obligation to provide Client with improvements for third-party software is limited to providing Client with the improvements that the applicable third-party provides to Minsait ACS.
- 2.7. Minsait ACS shall not be responsible for Support Services relating to: (i) any hardware or peripheral devices; or (ii) re-creation or re-entry of data lost for any reason whatsoever; or (iii) performance of the generalized duties of a network administrator; or (iv) performance of the generalized duties of a software developer engaged to create miscellaneous software applications at Client's discretion.

3. Support Services Term

- 3.1. The Support Plan may be renewed for a twelve (12), or thirty-six (36) month period (the "Renewal Period") at the request of Client, provided that (i) the Support Fees for the Renewal Period shall be applicable at Minsait ACS' standard rates in force at the time of the request, and (ii) Client shall maintain valid the Software licenses pursuant to the EULA.
- 3.2. Client may cancel the Support Plan at any time by providing written notice to Minsait ACS of the cancellation at least sixty (60) days prior to the date of cancellation. The cancellation of the Support Plan shall be without prejudice to the rights and entitlements of Minsait ACS prior to the date of cancellation. In the event of cancellation by Client, Client shall pay Minsait ACS for the Support Services rendered and expenses incurred prior to the date of cancellation. If Client provides written notice to Minsait ACS within said period, Client may be eligible for a partial refund (Section 4.2) of any upfront payment, if applicable, corresponding to the unused portion of the Support Services.
- 3.3. Minsait ACS may either suspend or terminate the Support Services, at its option: (i) upon Client's failure to pay the Support Fees when due and after notice to Client and Client's failure to cure within fifteen (15) days thereof, or (ii) Client's breach of Client's obligations under this Support Terms. Minsait ACS may also cancel the Support Services for any reason by notifying Client in writing, at least thirty (30) days prior to the date of cancellation.

4. Support Fees

- 4.1. Minsait ACS will invoice Client on an annual or quarterly basis for the Support Fees. Unless otherwise provided, the Support Fees are due and payable by Client to Minsait ACS in U.S. Dollars within thirty (30) days of the date set forth on each invoice, by bank transfer to Minsait ACS account.
- 4.2. While the Support Fees are generally non-cancelable and non-refundable, in the event of cancellation by Client within the notice period specified in section 3.2, Client may be eligible for a partial refund of any upfront payment, if applicable, corresponding to the unused portion of the Support Services. This refund shall be determined based on the remaining Support Fees due until the date of expiration of the Support Term, excluding any expenses incurred by Minsait ACS.
- 4.3. Late payments by Client will accrue interest on the unpaid amount, at the rate of higher of 1.5% (one point five percent) per month or the maximum rate permitted under the applicable law, from the date on which payment was due until the date of actual payment. Client will be liable

for all costs incurred with the recovery of any unpaid invoiced amounts, including without limitation legal and collection agents' fees, court costs and interest.

- 4.4. Client is the sole responsible for paying all taxes (except for taxes based on Minsait ACS net income or capital stock) relating to the Support Services and payments made hereunder. Applicable tax amounts (if any) are not included in the Support Fees. In each instance, Minsait ACS will invoice Client for applicable tax amounts and such invoices are due upon Client's receipt thereof.
- 4.5. Client is not entitled to set off against, or deduct from the Support Fees, any sums owed or claimed to be owed to Client by Minsait ACS, nor is Client entitled to withhold payment of any invoice if part of that invoice is in dispute.

5. Limited Warranty; Disclaimer

- 5.1. Minsait ACS warrants that the Support Services will be performed in a good and workmanlike manner and according to their respective technical specification and Minsait ACS undertakes to re-perform any Support Services not in compliance with this warranty brought to its attention within thirty (30) days after the Support Services are performed and delivered by Minsait ACS.
- 5.2. Minsait ACS does not warrant that the Support Services will meet Client's requirements or that use of the Software will be uninterrupted or error free or free of variations from the documentation. The preceding is Minsait ACS only warranty regarding the Support Services in lieu of all other warranties and representations, expressed or implied.

6. Limitation of Liability; Force Majeure

- 6.1. To the maximum extent permitted by applicable law, Minsait ACS shall not be responsible or liable with respect to any subject matter of this Support Terms related thereto under any contract, tort (including negligence), strict liability or other theory: (a) for loss or inaccuracy of data or information, security breach, business interruption or cost of procurement of substitute goods, services or technology, or (b) for any indirect, incidental or consequential damages, or for any loss of revenues or loss of profits. To the maximum extent permitted by applicable law, Minsait ACS aggregate cumulative liability hereunder shall not exceed the amount (excluding reimbursable expenses and taxes) invoiced by Minsait ACS and paid for by Client during the preceding three (3) months from the date the claim first arose.
- 6.2. Notwithstanding any other provision of these Support Terms Minsait ACS will not be liable for any delay or failure to perform the Support Services if such failure or delay is due to an act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omission of local or foreign Government or other competent authority, epidemics, pandemics, fire, lightning, explosion, flood, subsidence, inclement weather, acts or omission of persons, bodies or entities for whom Minsait ACS is not responsible or any other cause, whether similar or dissimilar to the foregoing, that is outside the reasonable control of Minsait ACS.

7. Anti-Corruption

- 7.1. Minsait ACS and Client hereby certify that they have not taken any action that will is or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the U.S. Foreign Corrupt Practices

Act, the U.K. Bribery Act, plus any other anti-bribery or anti-corruption law or treaty applicable to Minsait ACS and Client.

- 7.2. Minsait ACS and Client have and shall maintain in place throughout the provision of the Support Services policies and procedures to confirm compliance with applicable laws relating to anti-bribery and anti-corruption and neither Minsait ACS and Client shall accept, offer or make any payment or provide anything else of value, or take or fail to take any other action which is either prohibited or required by applicable laws in connection with the Support Services. Minsait ACS' Code of Ethics and Legal Compliance is available for consultation at <https://www.indracompany.com/en/indra/code-ethics-legal-compliance>.

8. Miscellaneous Provisions

- 8.1. Entire Agreement. These Support Terms constitute the entire agreement and supersedes any previous agreements or understandings between Minsait ACS and Client relating to the subject matter hereof.
- 8.2. Non-Solicitation. During the period that Minsait ACS is providing Support Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, knowingly solicit or recruit for employment or hire, or make a recommendation, or referral or otherwise knowingly assist or facilitate the solicitation or recruitment of any Minsait ACS' employee engaged in the performance of the Support Services, for employment by Client or any other entity. To "knowingly" solicit, recruit, hire, assist or facilitate, within the meaning of this provision, does not include, and therefore does not prohibit, solicitation, recruitment or hiring of a Minsait ACS' employee by Client or another entity if the employee was identified solely as a result of the employee's response to a general advertisement in a publication of trade or industry interest or other similar general solicitation.
- 8.3. No Assignment. Neither Party will assign or transfer or purport to assign or transfer any right or obligation under the Support Terms except with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 8.4. No Waiver. No right under these Support Terms shall be deemed to be waived. A waiver by Minsait ACS or Client pursuant to this Section will not jeopardize their rights in respect of any subsequent breach of obligations under these Support Terms. Any failure to enforce any provision of these Support Terms, or for any forbearance, delay or indulgence granted by any party to the other party, will not be construed as a waiver of the first party's rights under these Support Terms.
- 8.5. Severability. If any part of these Support Terms is held invalid, unenforceable or illegal for any reason, the Support Terms shall remain otherwise in full force apart from such provision, which shall be deemed deleted.
- 8.6. Waiver of Jury Trial. Each party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of these Support Terms or the transactions relating to its subject matter.
- 8.7. Governing Law and Jurisdiction. These Support Terms shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflict or choice of laws principles. Client and Minsait ACS each agree to submit to the jurisdiction of the

courts of the State of Georgia and to waive any and all jurisdictional, venue or inconvenient forum objections thereto.

VILLAGE OF FREEPORT

INTERDEPARTMENT CORRESPONDENCE

To: Mayor Robert Kennedy
From: Kathleen Murray
Date: March 6, 2024
Re: Congressionally Directed Spending Request

Permission is requested to retroactively authorize the approval of funding requests to Senators Schumer and Gillibrand, and Representative D'Esposito for \$3,450,000 to construct a parking structure on the Nautical Mile.

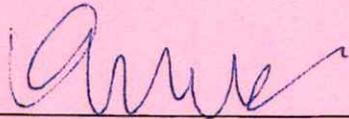
I therefore request that the following resolution be adopted:

WHEREAS, the Village is submitting a Congressionally Directed Spending request in the amount of \$3,450,000 to construct a parking structure on the Nautical Mile; and

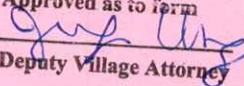
WHEREAS, the deadline to apply to Senators Gillibrand and Schumer is March 11 and the deadline to apply to Representative D'Esposito has not yet been established;

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 Congressionally Directed Spending projects; and

BE IT FURTHER RESOLVED, that the Mayor is also hereby authorized to submit a preliminary application to The Village's Federal representatives and otherwise act for the Board of Trustees for the Incorporated Village of Freeport, its governing body, in all matters related to the Project.



Kathleen Murray

Approved as to form

Deputy Village Attorney

cc: Robert Fisenne

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

WHEREAS, the Grants Administrator is requesting Board permission to retroactively authorize the approval of funding requests to Senators Schumer and Gillibrand, and Representative D'Esposito for \$3,450,000 to construct a parking structure on the Nautical Mile; and

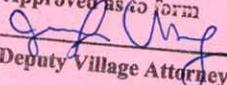
WHEREAS, the deadline to apply to Senators Gillibrand and Schumer is March 11, 2024 and the deadline to apply to Representative D'Esposito has not yet been established; and

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 Congressionally Directed Spending projects; and

BE IT FURTHER RESOLVED, that the Mayor is also hereby authorized to submit a preliminary application to The Village's Federal representatives and otherwise act for the Board of Trustees for the Incorporated Village of Freeport, its governing body, in all matters related to the Project.

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 : March 11, 2024

RE: LOSAP Agreement

Request is made to extend the LOSAP agreement with Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110 to 2/28/25. There is no increase in cost over the prior contract. The total cost of the agreement will be \$13,900.00. The cost of this agreement will be paid as an administrative expense of the program and not through the general fund and there is sufficient funding to cover this expense.

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 Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110 for a term of one year effective retroactive to 3/1/24 at a cost of \$13,900.00.


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 Village of Freeport offers a Fire Length of Service Award Program (LOSAP) to the members of its Volunteer Fire Department; and

WHEREAS, on December 16, 2013 the Village Board approved an agreement with Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110 for the provision of its LOSAP administrative services for a term running from November 1, 2013 through October 31, 2014; and subsequently renewed through February 29, 2024; and

WHEREAS, the Executive Director of Human Resources has recommended a retroactive renewal agreement running from March 1, 2024 to February 28, 2025, for a not to exceed cost of \$13,900.00 per year; and

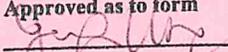
WHEREAS, the agreement includes the purchase of the GASB 73 package; and

WHEREAS, the cost of this agreement is paid for as a program expense through the fund; and

NOW THEREFORE BE IT RESOLVED, based upon the recommendation of the Director of Human Resources, the Board approve and the Mayor be authorized to execute any and all documentation with Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110 for the provision of its LOSAP administrative services at a not-to-exceed cost of \$13,900.00 per year for a retroactive period beginning on March 1, 2024 through February 28, 2025.

The Clerk polled the Board at follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Conor Kirwan, Executive Director of Human Resources May 2, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 1, 2023:

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

WHEREAS, the Village of Freeport offers a Fire Length of Service Award Program (LOSAP) to the members of its Volunteer Fire Department;

WHEREAS, on December 16, 2013 the Village Board approved an agreement with Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110 for the provision of its LOSAP administrative services for a term running from November 1, 2013 through October 31, 2014; and subsequently renewed through February 28, 2023; and

WHEREAS, the Executive Director of Human Resources has recommended a retroactive renewal agreement running from March 1, 2023 to February 29, 2024 for a not to exceed cost of \$13,200.00 per year; and

WHEREAS, the agreement includes the purchase of the GASB 73 package; and

WHEREAS, the cost of this agreement is paid for as a program expense through the fund; and

NOW THEREFORE BE IT RESOLVED, based upon the recommendation of the Director of Human Resources, the Board approve and the Mayor be authorized to execute any and all documentation with Penflex, Inc., 50 Century Hill Dr., Suite 3, Latham, NY 12110 for the provision of its LOSAP administrative services at a not to exceed cost of \$13,200.00 per year for a retroactive period 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: X Auditor X Electric Utilities X Registrar

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

March 11, 2024

To: Mayor Robert T. Kennedy
Board of Trustees

Re: Agreement with US Geological Survey Tide Gage Hudson Bay

I am writing on behalf of the Office of Emergency Management (OEM).

To that end, this office is requesting retroactive approval of the joint funding agreement between the Inc Village of Freeport and the US Geological Survey. This agreement is in the amount of \$ 6,820.00. The allocation of the funds is as follows, \$ 5,540.00 from the Inc Village of Freeport and \$ 1,280.00 will be contributed by the USGS. The period covered is from March 1, 2024 to February 28, 2025. This agreement is for the operation and maintenance of the Tide Gage with telephone and satellite telemetry at Hudson Bay at the end of Guy Lombardo Avenue.

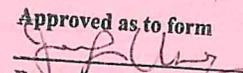
Freeport Emergency Management uses the information from the Hudson Bay tidal gage, along with the surge predictions from FEMA, to make our tidal predictions. We have a long history of making accurate predictions which is vital to the safety of Freeport residents, and protecting their property. The tidal gauge is the key to making these predictions and determines what/when notifications are sent out to the village residents warning them of high tides. These tide predictions are made monthly for every full and New moon tide cycle, and whenever a storm is threatening our area. As a backup for Emergency Management the tidal Gage phones send a warning to the Freeport Police Department whenever tides reach 4.5 above mean sea level.

The funds for this project are allocated in account A3489-542800 annually.

If you have any questions or need any additional 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 _____, seconded by Trustee _____, that the following resolution be adopted:

WHEREAS, the Village of Freeport Emergency Management seeks to enter into an agreement with the U.S. Geological Survey for the operation and maintenance of the Tidal Gage with telephone and satellite telemetry at Hudson Bay at the end of Guy Lombardo Avenue; and

WHEREAS, this agreement would provide for a joint funding agreement between the Village of Freeport and the US Geological Survey; and

WHEREAS, the agreement is in the amount of \$6,820.00, of which \$1,280.00 will be contributed by USGS and \$5,540.00 will be contributed by the Village of Freeport, for a retroactive term from March 1, 2024 to February 28, 2025; and

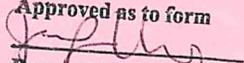
WHEREAS, this information, along with the surge predictions from FEMA is utilized to make tide predictions; and

WHEREAS, the funds for this project are allocated in account A3489-542800 annually; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Freeport Fire Department, the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to enter into an agreement with U.S. Geological Survey, New York Water Science Center, 425 Jordan Road, Troy, New York, 12180, for a retroactive term from March 1, 2024 to February 28, 2025 for \$6,820.00, of which \$1,280.00 will be contributed by USGS and \$5,540.00 will be contributed by the Village of Freeport.

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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New York Water Science Center
425 Jordan Rd
Troy, NY 12180

January 18, 2024

Mr. Robert Kennedy
Mayor
Village of Freeport
46 North Ocean Ave
Freeport, NY 11520

Dear Mr. Kennedy:

Enclosed is one signed original of our standard joint-funding agreement for the operation and maintenance of the streamgage located at Hudson Bay at Freeport NY (01310521), during the period March 1, 2024 through February 28, 2025 in the amount of \$5,540 from your agency. U.S. Geological Survey contributions for this agreement are \$1,280 for a combined total of \$6,820. Please sign and return one fully-executed original to Kimberly Rivers at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **March 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Guy Foster by phone (518) 285-5694 or email gfooster@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Tracy Bristol at phone number (518) 285-5626 or email at tbristol@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Gary R Wall
Acting Director

Enclosure
24LKJFA24570030

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000401
Agreement #: 24LKJFA24570030
Project #: LK00GPU
TIN #: 11-6002111

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the March 1, 2024, by the U.S. GEOLOGICAL SURVEY, New York Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Village of Freeport party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00
 - (a) \$1,280 by the party of the first part during the period March 1, 2024 to February 28, 2025
 - (b) \$5,540 by the party of the second part during the period March 1, 2024 to February 28, 2025
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national program:
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000401
Agreement #: 24LKJFA24570030
Project #: LK00GPU
TIN #: 11-6002111

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Guy Foster
NY Observing Systems, Chief (Supv Hydrologist)
Address: District Office - Troy 425 Jordan Road
Troy, NY 12180
Telephone: (518) 285-5694
Fax: (518) 285-5601
Email: gfoster@usgs.gov

Customer Technical Point of Contact

Name: Robert Kennedy
Mayor
Address: 46 North Ocean Ave
Freeport, NY 11520
Telephone: (516) 377-2252
Fax: (516) 377-2323
Email: rkennedy@freeportNY.gov

USGS Billing Point of Contact

Name: Tracy Bristol
Administrative Officer
Address: District Office - Troy 425 Jordan Road
Troy, NY 12180
Telephone: (518) 285-5626
Fax: (518) 285-5601
Email: tbristol@usgs.gov

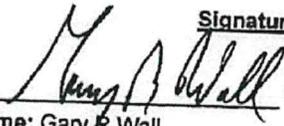
Customer Billing Point of Contact

Name: Robert Kennedy
Mayor
Address: 46 North Ocean Ave
Freeport, NY 11520
Telephone: (516) 377-2252
Fax: (516) 377-2323
Email: rkennedy@freeportNY.gov

U.S. Geological Survey
United States
Department of Interior

Village of Freeport

Signature

By  Date: 1/18/2024
Name: Gary R Wall
Title: Acting Director

Signatures

By _____ Date: _____

Name:

Title:

By _____ Date: _____

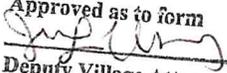
Name:

Title:

By _____ Date: _____

Name:

Title:

Approved as to form

Deputy Village Attorney

Raymond Maguire

From: Raymond Maguire
Sent: Friday, March 1, 2024 1:59 PM
To: Raymond Maguire
Subject: FW: (External E-mail)Fwd: Village of Freeport/USGS agreement
Attachments: Village of Freeport.pdf

----- Forwarded message -----

From: Bristol, Tracy A <tbristol@usgs.gov>
Date: Wed, Feb 28, 2024 at 10:43 AM
Subject: Village of Freeport/USGS agreement
To: chief2196@gmail.com <chief2196@gmail.com>
CC: Rivers, Kimberly B <krivers@usgs.gov>, Bristol, Tracy A <tbristol@usgs.gov>

Hi Donald,

Please see the attached agreement for the period March 1, 2024 to February 28, 2025. The Village would be billed (after a signed copy is returned) \$3,157 for the period March 1, 2024 to September 30, 2024 in June, and \$2,383 for the period October 1, 2024 to February 28, 2025 in December. Please sign and return via email at your earliest convenience. If you have any questions, please let me know.

Thanks, Tracy

Tracy Bristol, Administrative Officer
US Geological Survey
New York Water Science Center
425 Jordan Road
Troy, NY 12180
tbristol@usgs.gov
518-285-5626

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

To: Mayor Robert T. Kennedy

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

Date: March 12, 2024

Re: ONLINE AUCTION SERVICES

The Village of Freeport occasionally needs to dispose of items that we no longer have a use for, such as old computer and office equipment, abandoned vehicles and Village owned vehicles that have reached the end of their useful life. Therefore, the Department of Public Works would like approval to enter into a profession services agreement for auction services for items that the Village may deem as surplus.

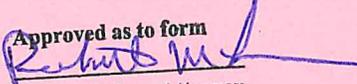
Auctions International Inc., 11167 Big Tree Road, East Aurora, N.Y. 14052 has successfully auctioned Village owned property in the past and we have been satisfied with their service. Auctions International Inc. is compensated with a buyer's premium to be paid by the successful buyer. A copy of the rates and terms are attached. All sale proceeds will be applied to the appropriate account.

Accordingly we are recommending that the contract for "ONLINE AUCTION SERVICES" be retroactively approved from March 1, 2024 until February 28, 2025, to **Auctions International Inc., 11167 Big Tree Road, East Aurora, N.Y. 14052**, with no change in fees or compensation.



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

Encl.

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport occasionally needs to dispose of items that it no longer has a use for, such as old computers and office equipment, abandoned vehicles, and Village-owned vehicles that have reached the end of their useful life; and

WHEREAS, the Department of Public Works is requesting Board approval to enter into a professional services agreement for online auction services for items that the Village may deem a surplus; and

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

WHEREAS, Auctions International, 11167 Big Tree Road, East Aurora, New York 14052, possesses those certain skills, knowledge, and expertise of a specialized nature; and

WHEREAS, Auctions International has successfully auctioned Village owned property in the past and the Village has been satisfied with their service; and

WHEREAS, Auctions International Inc. is compensated with a buyer's premium to be paid by the successful buyer; and

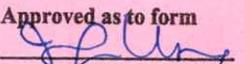
WHEREAS, the contract will be for a retroactive term from March 1, 2024 to February 28, 2025; and

WHEREAS, all sale proceeds will be applied to the appropriate account; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby is authorized to execute a professional services agreement with Auctions International, 11167 Big Tree Road, East Aurora, New York 14052, for a retroactive 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

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

To: Mayor Robert T. Kennedy

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

Date: March 12, 2024

RE: EMERGENCY ASBESTOS ABATEMENT AT THE FREEPORT ARMORY EAST BUILDING

At the Board meeting on October 30, 2023 an emergency contract for the removal of asbestos in the East Building at the Freeport Armory was approved by the Board of Trustees. At the time, it was determined that the asbestos had a potential to become airborne through the holes in the deteriorated roof and therefore the need to make the repair was considered an emergency.

C.P.C. Environmental Services Corp., 142 North 13th Street, Newark, NJ, 07107 was called in on an emergency basis to evaluate the asbestos remediation. C.P.C. Environmental Services Corp. estimated that the cost for this would be \$44,000.00. During the course of the work, the New York State Department of Labor inspected the site and required additional remediation of asbestos in the building. Due to this additional work, the Village incurred additional costs and now, we must make payment to the contractor.

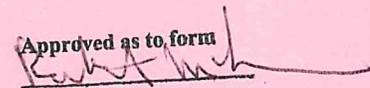
Funding for this emergency remediation work will come from capital account H619702 522300. We anticipate reimbursement of the project cost through Freeport Community Development.

It is therefore requested that the Board of Trustees retroactively approve an increase in the cost for the emergency asbestos abatement at the Freeport Armory East Building by C.P.C. Environmental Services Corp., 142 North 13th Street, Newark, NJ, 07107 from \$44,000.00 to a total cost of \$76,200.00.



Robert R. Fisenne, P.E.

Superintendent of Public Works

Approved as to form

Deputy Village Attorney

Encl.

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

WHEREAS, on October 30, 2023, the Board retroactively approved the emergency asbestos abatement at the Freeport Armory East Building by C.P.C. Environmental Services Corp., 142 North 13th Street, Newark, NJ, 07107, for a total cost of \$44,000.00; and

WHEREAS, at the time of the meeting, it was determined that the asbestos had a potential to become airborne through the holes in the deteriorated roof and therefore the need to make the repair was considered an emergency; and

WHEREAS, during the course of the work, the New York State Department of Labor inspected the site and required additional remediation of asbestos in the building; and

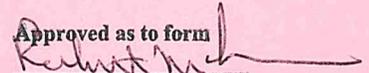
WHEREAS, due to this additional work, the Village incurred additional costs from C.P.C. Environmental Services Corp., 142 North 13th Street, Newark, New Jersey 07107, from \$44,000.00 to a total cost of \$76,200.00; and

WHEREAS, funding for this emergency remediation work will come from capital account H619702 522300, and the Village anticipates a partial reimbursement of the project cost through Freeport Community Development; 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 retroactively approve the increase of the emergency asbestos abatement at the Freeport Armory East Building by C.P.C. Environmental Services Corp., 142 North 13th Street, Newark, New Jersey 07107, from \$44,000.00 to a total cost of \$76,200.00.

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

CPC Environmental Services Corporation

142 North 13th street
 NJ 07107

Invoice

Date	Invoice #
1/30/2024	42

Bill To
INCORPORATED VILLAGE OF FREEPORT 46 NORTH OCEAN AVENUE, FREEPORT, NY 11520

P.O. No.	Terms	Project
	Due on receipt	63 Babylon TPK

Quantity	Description	Rate	Amount
	Asbestos material removal ; Removal and disposal of asbestos contaminated floor tiles and mastic 3000SF and asbestos spray on fire proffing material from the ceiling 300SF.	44,000.00	44,000.00
	Asbestos material removal; Change Order #1 Removal and disposal of all asbestos pipe insulation above the spray on fire proffing materials inside the work area;	6,500.00	6,500.00
	Asbestos material removal: Change Order #2. Removal and disposal of all asbestos contaminated spray on fire proffing material behind sheet rock wall inside the work area. Demolition and disposal of all the sheet rock waste.	18,200.00	18,200.00
	Asbestos material removal: Change order #3; Removal and disposal of all asbestos contaminated pipe insulation within the interior wall of the work area covered with 2 layes of plastic sheeting. Remova and disposal of all asbestos pipe insulation from the boiler /compactor room. Removal and disposal of all exposed vvertical and horizontal asbestos pipe insulation within the main entrance parking.	7,500.00	7,500.00
It's been a pleasure working with you!		Total	\$76,200.00

C.P.C ENVIRONMENTAL SERVICES CORP.

142 North 13th Street,
Newark, NJ 07107
Phone (973) 6888056
Cell phone (973)3902416
Fax=(973)4820750
Capenj500@hotmail.com

08/30/2023

Village of Freeport
46 N Ocean Avenue,
Freeport NY.

Location: 63 Babylon Turnpike Freeport NY

Dear Sir,

Please find herein our *cost proposal* for the above referenced projects. As per the information provided to us as per information provided to us, we offer the following proposal:

Asbestos Abatement.

Removal and disposal of asbestos contaminated floor tiles and mastic 3000SF

Removal and disposal of asbestos spray on Fire proofing material from the ceiling 3000SF

Cost Estimate: \$42,000.00 – (Forty thousand dollars)

Filing Fees to NYS DOL \$2000.00 (Two thousand dollars)

Total cost Estimate; \$44,000.00 (forty-four thousand dollars)

Payment schedule:

50% initial deposit to start

50% at completion of asbestos abatement.

We will provide all labor and materials necessary to remove, or abate from the above-mentioned *locations only*. All guidelines set forth by the agencies having jurisdiction shall be complied with according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an added charge above the original estimate. All agreements are contingent upon strikes, accidents and / or delays that are beyond our control. **This is not a contract, nor a bidding agreement. Until signed by both parties.**

As with all our cost estimates the following items are **inclusive:**

- ✓ NYS / NYC – Certified lead labor handlers
- ✓ Materials/ Equipment
- ✓ Waste disposal (Approved EPA Landfill) manifest

The Following are **exclusive** from this proposal:

- Third party project monitoring
- Site security;
- Fire watch;
- Port-0-San (toilet facilities);
- Water and electricity (GC must provide);
- Scaffolding, bridging or work area barrier of any kind;
- asbestos abatements or any other abatement not mentioned above

Should you have any questions, please feel free to contact me at your earliest convenience.

Sincerely,

Chika Onwukaife

Chika Onwukaife
Asbestos Project manager
CPC Environmental Services Corp.

Building Owner/ Representative.
print name-----
Date:

C.P.C ENVIRONMENTAL SERVICES CORP.

142 North 13th Street,
Newark, NJ 07107
Phone (973) 6888056
Cell phone (973)3902416
Fax= (973)4820750
Capenj500@hotmail.com

12/13/2023

Village of Freeport
46 N Ocean Avenue,
Freeport NY.

Location: 63 Babylon Turnpike Freeport NY Change Order for asbestos pipe insulation removal.

Dear Sir,

Please find herein our *cost proposal* for the above referenced projects. As per the information provided to us as per information provided to us, we offer the following proposal:

Asbestos Abatement.

Removal and disposal of the entire asbestos contaminated pipe insulation above the spray on fire proofing ceiling

Cost Estimate: \$6, 500.00 – (Six thousand Five Hundred dollars)

Payment schedule:

100% at completion of asbestos abatement.

We will provide all labor and materials necessary to remove, or abate from the above-mentioned *locations only*. All guidelines set forth by the agencies having jurisdiction shall be complied with according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an added charge above the original estimate. All agreements are contingent upon strikes, accidents and / or delays that are beyond our control. **This is not a contract, nor a bidding agreement. Until signed by both parties.**

As with all our cost estimates the following items are **inclusive:**

- ✓ NYS / NYC – Certified lead labor handlers
- ✓ Materials/ Equipment
- ✓ Waste disposal (Approved EPA Landfill) manifest

The Following are **exclusive** from this proposal:

- Third party project monitoring
- Site security;
- Fire watch;
- Port-O-San (toilet facilities);
- Water and electricity (GC must provide);
- Scaffolding, bridging or work area barrier of any kind;
- asbestos abatements or any other abatement not mentioned above

Should you have any questions, please feel free to contact me at your earliest convenience.

Sincerely,

Onwukaife

Chika Onwukaife
Asbestos Project manager
CPC Environmental Services Corp.

Building Owner/ Representative.
print name-----
Date:

C.P.C ENVIRONMENTAL SERVICES CORP.

142 North 13th Street,
Newark, NJ 07107
Phone (973) 6888056
Cell phone (973)3902416
Fax=(973)4820750
Capenj500@hotmail.com

12/19/2023

Village of Freeport
46 N Ocean Avenue,
Freeport NY.

Location: 63 Babylon Turnpike Freeport NY 2nd Change Order for asbestos pipe insulation removal.

Dear Sir,

Please find herein our *cost proposal* for the above referenced projects. As per the information provided to us as per information provided to us, we offer the following proposal:

Asbestos Abatement.

Removal and disposal of the entire asbestos contaminated spray on fire proofing ceiling behind sheet rock wall.

Demolition and disposal of all the sheet rock wall in the work area to access the spray on fire proofing.

Cost Estimate: \$18,200.00 – (Eighteen thousand two Hundred dollars)

Payment schedule:

100% at completion of asbestos abatement.

We will provide all labor and materials necessary to remove, or abate from the above-mentioned *locations only*. All guidelines set forth by the agencies having jurisdiction shall be complied with according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an added charge above the original estimate. All agreements are contingent upon strikes, accidents and / or delays that are beyond our control. *This is not a contract, nor a bidding agreement. Until signed by both parties.*

As with all our cost estimates the following items are inclusive:

- ✓ NYS / NYC – Certified lead labor handlers
- ✓ Materials/ Equipment
- ✓ Waste disposal (Approved EPA Landfill) manifest

The Following are exclusive from this proposal:

- Third party project monitoring
- Site security;
- Fire watch;
- Port-O-San (toilet facilities);
- Water and electricity (GC must provide);
- Scaffolding, bridging or work area barrier of any kind;
- asbestos abatements or any other abatement not mentioned above

Should you have any questions, please feel free to contact me at your earliest convenience.

Sincerely,

Onwukaife

Chika Onwukaife
Asbestos Project manager
CPC Environmental Services Corp.

Building Owner/ Representative.

print name-----

Date:

C.P.C ENVIRONMENTAL SERVICES CORP.

142 North 13th Street,
Newark, NJ 07107
Phone (973) 6888056
Cell phone (973)3902416
Fax= (973)4820750
Capenj500@hotmail.com

12/26/2023

Village of Freeport

46 N Ocean Avenue,

Freeport NY.

Location: 63 Babylon Turnpike Freeport NY 3rd Change Order for asbestos pipe insulation removal.

Dear Sir,

Please find herein our *cost proposal* for the above referenced projects. As per the information provided to us as per information provided to us, we offer the following proposal:

Asbestos Abatement.

Removal and disposal of asbestos pipe insulation from the compactor room 30LF

Removal and disposal of asbestos pipe insulation within the work area covered with wall plastic 50LF

Removal and disposal of asbestos pipe insulation within the main entrance parking 65 LF

Cost Estimate: \$7,400.00 – (Seven thousand four Hundred dollars)

Payment schedule:

100% at completion of asbestos abatement.

We will provide all labor and materials necessary to remove, or abate from the above-mentioned *locations only*. All guidelines set forth by the agencies having jurisdiction shall be complied with according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an added charge above the original estimate. All agreements are contingent upon strikes, accidents and / or delays that are beyond our control. *This is not a contract, nor a bidding agreement. Until signed by both parties.*

As with all our cost estimates the following items are inclusive:

- ✓ NYS / NYC – Certified lead labor handlers
- ✓ Materials/ Equipment
- ✓ Waste disposal (Approved EPA Landfill) manifest

The Following are exclusive from this proposal:

- Third party project monitoring
- Site security;
- Fire watch;
- Port-0-San (toilet facilities);
- Water and electricity (GC must provide);
- Scaffolding, bridging or work area barrier of any kind;
- asbestos abatements or any other abatement not mentioned above

Should you have any questions, please feel free to contact me at your earliest convenience.

Sincerely,

Onwukaife

Chika Onwukaife

Asbestos Project manager

CPC Environmental Services Corp.

Building Owner/ Representative.
print name-----

Date:

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works November 1, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 30, 2023:

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

WHEREAS, a recent inspection of the East Building at the Freeport Armory reveals that the building is potentially unsafe due to the deterioration of the existing roof; and

WHEREAS, the interior ceiling is a mix of plaster and an asbestos fireproof coating; in its current state, the asbestos has the potential to become airborne through the holes in the deteriorated roof; and

WHEREAS, this is considered a potential health and safety issue for the public, and therefore, the need to make the repair is considered an emergency; and

WHEREAS, C.P.C. Environmental Services Corp., 142 North 13th Street, Newark, NJ, 07107, was called in on an emergency basis to evaluate the asbestos remediation; and

WHEREAS, based on the C.P.C. proposal, the estimated cost for this repair is \$44,000.00; and

WHEREAS, funding for this emergency remediation work will come from an anticipated bond resolution, and the Village anticipates a partial reimbursement of the project cost through Freeport Community Development; 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 retroactively approve the emergency asbestos abatement at the Freeport Armory East Building by C.P.C. Environmental Services Corp., 142 North 13th Street, Newark, NJ, 07107, for a total cost of \$44,000.00.

The Clerk polled the Board as follows:

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

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

To: Mayor Robert T. Kennedy
From: Elizabeth Comerford - Manager, Recreation Center
Date: March 6, 2024

Re: Freeport Nautical Festival - Event

Permission is requested to schedule the Annual Freeport Nautical Festival on Woodcleft Avenue for Saturday, June 1, 2024.

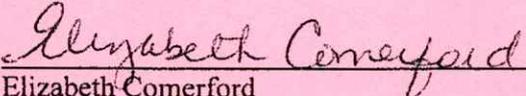
Woodcleft Avenue will be closed at 10am on Saturday, June 1st, the day of the festival. Vendors will be permitted to set up their booths from 7 - 10am. At 12 noon, the Village of Freeport and the Freeport Chamber of Commerce will host the Annual Nautical Mile Festival "Ribbon Cutting" on the corner of Front Street and Woodcleft Avenue.

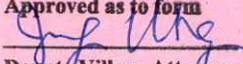
The event will run from 10am until 6pm that evening. Children's amusement park rides/games will be set-up in the parking lot adjacent to the Seaport Museum. Roadblocks will be removed for traffic flow by 8pm. Street cleanup will begin at that time. Children's rides will continue until sundown, approximately 9pm.

The Recreation Center, Department of Public Works, Police Department and Fire Department and Emergency Management will work together to ensure safety and order throughout the day.

I request that this item be presented during the next VOF Board of Trustee meeting for final approval. Upon BOT Festival approval, additional memos will be presented to the BOT regarding June 1st, festival activities.

Thanking you in advance for your attention to this matter.


Elizabeth Comerford
Manager, Recreation Center

Approved as to form

Deputy Village Attorney

Cc: Michael Smith – Chief of Police
Rob Fisenne – Superintendent DPW
Ray Maguire – Executive Director Freeport Fire Department
Sergio Mauras – Superintendent of Building

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

WHEREAS, the Village of Freeport typically sponsors an annual Nautical Mile Festival on Woodcleft Avenue; and

WHEREAS, this year, the Annual Nautical Mile Festival on Woodcleft Avenue is scheduled for Saturday, June 1, 2024, from 10 am to 6 pm; and

WHEREAS, the children's amusement rides will be in operation on June 1, 2024, from 10 am to 6 pm; and

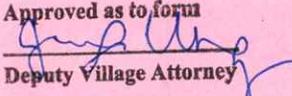
WHEREAS, Woodcleft Avenue will be closed at 10 am on the day of the festival and business owners and vendors will be permitted to set up their booths from 7 am to 10 am, the event will end at 6 pm, road blocks will be removed for traffic at 8 pm and street clean-up will begin at that time; and

WHEREAS, at 12 noon, the Village of Freeport and the Freeport Chamber of Commerce will host the Annual Nautical Mile Festival "Ribbon Cutting" on the corner of Front Street and Woodcleft Avenue; and

NOW THEREFORE BE IT RESOLVED, that the Board approve the date of Saturday, June 1, 2024, for the Annual Freeport Nautical Mile Festival on Woodcleft Avenue.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager April 5, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 3, 2023:

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

WHEREAS, the Village of Freeport typically sponsors an annual Nautical Mile Festival on Woodcleft Avenue; and

WHEREAS, this year, the Annual Nautical Mile Festival on Woodcleft Avenue is scheduled for Saturday, June 3, 2023 from 10 am to 6 pm; and

WHEREAS, the children's amusement rides will be in operation on June 3, 2023 from 10 am to 6 pm; and

WHEREAS, Woodcleft Avenue will be closed at 10 am on the day of the festival and business owners and vendors will be permitted to set up their booths from 7 am -10 am, the event will end at 6 pm, road blocks will be removed for traffic at 8 pm and street clean-up will begin at that time; and

WHEREAS, at 12 noon, the Village of Freeport and the Freeport Chamber of Commerce will host the Annual Nautical Mile Festival "Ribbon Cutting" on the corner of Front Street and Woodcleft Avenue; and

NOW THEREFORE BE IT RESOLVED, that the Board approve the date of Saturday, June 3, 2023 for the Annual Freeport Nautical Mile Festival on Woodcleft Avenue.

The Clerk polled the Board as follows:

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

cc:

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

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Elizabeth Comerford, Recreation Center Manager
Date: March 6, 2024

**Re: Personal Service Agreement
Maria Ende**

The Freeport Recreation Center would like to come to an agreement with Maria Ende. Ms. Ende is a certified personal trainer, and certified group fitness instructor, and is looking to teach a functional fitness class for adults and seniors. The highlights of the program are as follows:

Contract Type: NEW X RENEWAL _____ AMENDMENT _____

Contract Term: April 1, 2024—February 28, 2025

Contract Rate: \$50.00 per hour

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

Description: Functional fitness is a moderate level fitness class. With the use of varying equipment, Ms. Ende will be working with the participants of the program to strengthen the upper & lower body. She will also work on core strength, balance, flexibility and mobility.

Classes: Thursdays 11:30AM-12:30PM

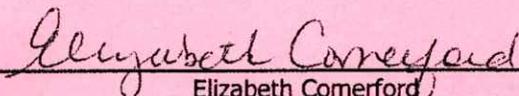
Compensation: The total fee to be paid to Ms. Ende will be \$50.00 per hour with a cap of \$3,000.00.

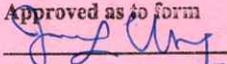
Village to Provide: A room to conduct the class.

Revenue: The Recreation Center will be charging \$65 (Resident) and \$80 (Non-Resident) per 10-week session.

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

**Maria Ende
1806 Decatur Ave.
N. Bellmore, NY 11710
(516) 652-2874**


Elizabeth Comerford

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 Freeport Recreation Center needs an individual to teach a functional fitness class for adults and seniors at the Recreation Center; and

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

WHEREAS, Maria Ende, 1806 Decatur Ave., N. Bellmore, NY 11710, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service for a term from April 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 with a cap of \$3,000; and

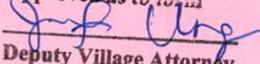
WHEREAS, these classes will each be conducted at least once a week; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a Personal Services Agreement with Maria Ende, 1806 Decatur Ave., N. Bellmore, NY 11710, for a term from April 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 with a cap of \$3,000.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Maria Ende

April 1, 2024 – February 28, 2025

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Maria Ende, located at 1806 Decatur Ave., N. Bellmore, NY 11710 (hereinafter referred to as "Maria Ende"):

WITNESSETH:

WHEREAS, Maria Ende, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of fitness classes for adults and seniors, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on April 1, 2024 and shall terminate on February 28, 2025. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Maria Ende.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Maria Ende under this Agreement, the IVF shall pay Maria Ende a fee not to exceed \$3,000. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Maria Ende and submitted to the Freeport Recreation Center for processing.

5. Duties

Maria Ende shall provide the following services to IVF:

Maria Ende shall conduct boot camp style classes for children at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

Maria Ende
1806 Decatur Ave.
N. Bellmore, NY 11710

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Conflicts of Interest

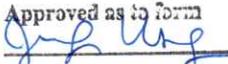
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Maria Ende hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Maria Ende

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

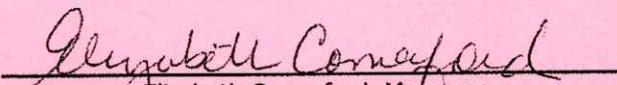
To: Robert T. Kennedy, Mayor
From: Elizabeth Comerford, Manager, Recreation Center
Date: March 6, 2024

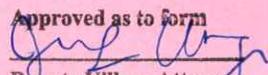
**Re: Personal Service Agreement
FitFam NY**

The Freeport Recreation Center would like to renew the agreement with FitFam NY. Eddie Gordon, from FitFam NY, will be teaching children's fitness classes for our summer camp program. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____
Contract Term: April 1, 2024—February 28, 2025
Contract Rate: \$50.00 per hour (no increase from last year)
Sessions: Once a week during our summer camp program.
Description: Boot Camp style class tailored for children ages 6-10 years old.
Classes: Thursdays during Camp.
Compensation: The total fee to be paid to FitFam NY will be \$50.00 per hour with a cap of \$2,500.00.
Village to Provide: Room to conduct the class.
Revenue: The Recreation Center will be charging participants for camp \$410 per session for Residents, and \$435 per session for Non-Residents.
Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). During FYE 2024, FitFam was paid \$1,000.

FitFam NY
950 Church St.
Baldwin, NY 11510
(516) 306-7240


Elizabeth Comerford, Manager

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 Freeport Recreation Center needs an individual to conduct “Boot Camp” classes for children at the Recreation Center; and

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

WHEREAS, Eddie Gordon from FitFam NY, 950 Church Street, Baldwin, NY 11510 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service and has proposed to do so for a term beginning April 1, 2024 and ending February 28, 2025, at an hourly rate of \$50.00 (no increase from last year) with a cap of \$2,500; and

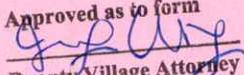
WHEREAS, the “Boot Camp” classes will each be conducted at least once a week during the summer camp program; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a Personal Services Agreement renewal between the Village of Freeport and Eddie Gordon from FitFam NY, 950 Church Street, Baldwin, NY 11510, for a term beginning April 1, 2024 and ending February 28, 2025, at an hourly rate of \$50.00 with a cap of \$2,500.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager

April 20, 2023

FROM: Lisa M DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 17, 2023:

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

WHEREAS, the Freeport Recreation Center needs an individual to conduct "Boot Camp" classes for children at the Recreation Center; and

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

WHEREAS, Eddie Gordon from FitFam NY, 950 Church Street, Baldwin, NY 11510 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service and has proposed to do so for a term beginning June 1, 2023 and ending February 29, 2024 at an hourly rate of \$50.00 with a cap of \$2,500; and

WHEREAS, the "Boot Camp" classes will each be conducted at least once a week during the summer camp program; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a Personal Services Agreement renewal between the Village of Freeport and Eddie Gordon from FitFam NY, 950 Church Street, Baldwin, NY 11510, for a term beginning June 1, 2023 and ending February 29, 2024 at an hourly rate of \$50.00 with a cap of \$2,500.

The Clerk polled the Board as follows:

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

cc:

Auditor

Electric Utilities

Registrar

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

FitFam NY

April 1, 2024 – February 28, 2025

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and FitFam NY with offices located at 950 Church Street, Baldwin, New York 11510 (hereinafter referred to as "FitFam"):

WITNESSETH:

WHEREAS, FitFam, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of boot camp style class for children, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on April 1, 2024 and shall terminate on February 28, 2025. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to FitFam.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by FitFam under this Agreement, the IVF shall pay FitFam a fee not to exceed \$2,500. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by FitFam and submitted to the Freeport Recreation Center for processing.

5. Duties

FitFam shall provide the following services to IVF:

FitFam shall conduct boot camp style classes for children at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

FitFam NY
950 Church St.
Baldwin, NY 11510
(516) 306-7240

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Conflicts of Interest

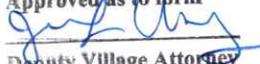
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and FitFam hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
FitFam

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Elizabeth Comerford, Manager, Recreation Center
Date: March 6, 2024

**Re: Personal Service Agreement
Kidokinetics of Nassau County**

The Freeport Recreation Center would like to come to an agreement with Kidokinetics of Nassau County. The Kidokinetics organization will be teaching different sports classes for our summer camp program. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: April 1, 2024—February 28, 2025

Contract Rate: \$50.00 per hour (no increase from last year).

Sessions: Once a week during our summer camp program.

Description: Different sports programs will be taught throughout the summer, ranging from pickleball for kids to flag football & soccer.

Classes: Mondays & Fridays during Camp.

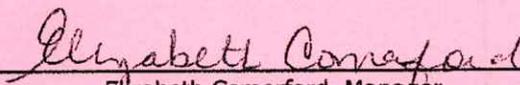
Compensation: The total fee to be paid to Kidokinetics of Nassau County will be \$50.00 per hour with a cap of \$5,000.00.

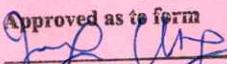
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants for camp \$410 per session for Residents, and \$435 per session for Non-Residents.

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

Kidokinetics of Nassau County
99 S. Park Ave. # 307
Rockville Centre, NY 11570
(516)515-9057


Elizabeth Comerford, Manager

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, Kidokinetics of Nassau County, 99 S. Park Ave., # 307, Rockville Centre, NY 11570, possesses those certain skills, knowledge and expertise of a specialized nature in the area of different sports classes for kids, ranging from pickleball to flag football and soccer; and

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

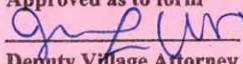
WHEREAS, the contract is for a term from April 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 (no increase from last year) with a cap of \$5,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement with Kidokinetics of Nassau County, 99 S. Park Ave., # 307, Rockville Centre, NY 11570, for a term from April 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 with a cap of \$5,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager

April 20, 2023

FROM: Lisa M DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 17, 2023:

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

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

WHEREAS, Kidokinetics of Nassau County, 99 S. Park Ave., # 307, Rockville Centre, NY 11570, possesses those certain skills, knowledge and expertise of a specialized nature in the area of different sports classes for kids, ranging from pickleball to flag football and soccer; and

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

WHEREAS, the contract is for a term from June 1, 2023 through February 29, 2024, at an hourly rate of \$50.00 with a cap of \$5,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement with Kidokinetics of Nassau County, 99 S. Park Ave., # 307, Rockville Centre, NY 11570, for a term from June 1, 2023 through February 29, 2024, at an hourly rate of \$50.00 with a cap of \$5,000.00.

The Clerk polled the Board as follows:

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

cc:

X Auditor
X Assessor
X Attorney

X Electric Utilities
X Fire Dept.
X File

X Registrar
X Rec. Center
X Treasurer

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Kidokinetics of Nassau County

April 1, 2024 to February 28, 2025

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____ 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Kidokinetics of Nassau County, Inc., located at 99 S. Park Ave. #307, Rockville Centre, NY 11570, (hereinafter referred to as "Kidokinetics of Nassau County"):

WITNESSETH:

WHEREAS, Kidokinetics of Nassau County has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, for the purpose of teaching karate; and,

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

TERMS AND CONDITIONS

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

1. Employment.

IVF hereby employs Kidokinetics of Nassau County as an independent contractor, and Kidokinetics of Nassau County hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on April 1, 2024 and shall terminate on February 28, 2025. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Kidokinetics of Nassau County.

3. Compensation.

For all services rendered by Kidokinetics of Nassau County under this Agreement, the IVF shall pay Kidokinetics of Nassau County a fee not to exceed \$50.00 per hour, with an annual cap of \$5,000.00. All services to IVF shall be billed on a monthly basis in per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Kidokinetics of Nassau County and submitted to the Freeport Recreation Center for processing.

5. Duties

Kidokinetics of Nassau County shall provide the following services to IVF:

Kidokinetics of Nassau County shall conduct different sports classes for kids, ranging from pickleball to flag football and soccer throughout the year at the Recreation Center.

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

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

This Agreement may not be assigned by Kidokinetics of Nassau County without the prior written consent of the IVF.

10. Notices.

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

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

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

Kidokinetics of Nassau County, Inc.
99 S. Park Ave., # 307
Rockville Centre, NY 11570

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Disclosure.

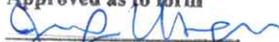
Kidokinetics of Nassau County hereby affirmatively states that no elected official, officer or employee of IVF has any interest in Kidokinetics of Nassau County.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

KIDOKINETICS OF NASSAU COUNTY, INC.

Approved as to form

Deputy Village Attorney

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

To: Mayor Robert T. Kennedy

From: Elizabeth Comerford, Recreation Center Manager

Date: March 6, 2024

RE: Professional Service Contract for Zamboni maintenance/repair.

The Freeport Recreation Center is requesting approval for a renewed Professional Service Contract with Resurfix. The contract will be for fiscal year 2024/25, April 1, 2024 - February 28, 2025 for \$20,000.00. There is no increase from last fiscal year.

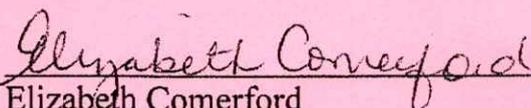
Upon approval, funds will be allocated for the repair/maintenance of the two (2) Zambonis located in the ice rink at the Freeport Recreation Center. The funds will come out of account A714004 542800 (Service Contract Repairs).

The service vendor is Resurfix, located in Flanders, New Jersey. This is the only authorized Zamboni service vendor available in the tristate area.

Resurfix
P.O. Box 291
Flanders, New Jersey 07836
973-584-1144

The Freeport Recreation Center currently has two Zambonis (a 1980, 500 series & a 2004, 540 series). Both are essential to our daily, year-round ice rink business.

Thank you,



Elizabeth Comerford

Manager
Freeport Recreation Center

Approved as to form


Deputy Village Attorney

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

WHEREAS, the Village of Freeport Recreation Center Ice Rink currently utilizes two (2) Zambonis which are essential to the ice rink business; and

WHEREAS, these Zambonis periodically require servicing; and

WHEREAS, the only authorized service vendor for Zambonis in the tri-state area is Resurfix, P.O. Box 291, Flanders, New Jersey 07836; and

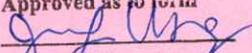
WHEREAS, the Freeport Recreation Center manager is requesting to enter into a services contract for the repair and maintenance of the two (2) Zambonis for a term from June 1, 2024 to February 28, 2025, at a cost of \$20,000; and

WHEREAS, funding for this purchase will come out of the Freeport Rec Center budget line A714004 542800 (Service Contract Repairs); and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to enter into a services contract with Resurfix, P.O. Box 291, Flanders, New Jersey 07836, for a term from April 1, 2024 to February 28, 2025, at a cost of \$20,000.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager

June 6, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 5, 2023:

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

WHEREAS, the Village of Freeport Recreation Center Ice Rink currently utilizes two Zambonis which are essential to the ice rink business; and

WHEREAS, these Zambonis periodically require servicing; and

WHEREAS, the only authorized service vendor for Zambonis in the tri-state area is Resurfix, P.O. Box 291, Flanders, New Jersey, 07836; and

WHEREAS, the Freeport Recreation Center manager is requesting retroactive authority to enter into a services contract for the repair and maintenance of the two Zambonis for a retroactive term from June 1, 2023 through February 29, 2024 at a cost of \$20,000; and

WHEREAS, funding for this purchase will come out of the Freeport Rec Center budget line A714004 542800 Service Contracts and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to enter into a services contract with Resurfix, P.O. Box 291, Flanders, New Jersey, 07836 for a retroactive term from June 1, 2023 through February 29, 2024 at a not-to-exceed cost of \$20,000.

The Clerk polled the Board as follows:

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

cc:

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

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

TO: Robert T. Kennedy, Mayor
FROM: Howard E. Colton, Village Attorney
DATE: March 14, 2024 (REVISED)
RE: Freeport Attorney's Office Case Management Software Solution
RFP# 24-4-COUN-698

The Village Attorney's Office is requesting the Board to authorize the Village Clerk to advertise a Notice of Request for Proposals for the purchase of "The Freeport Attorney's Office Case Software Solution", RFP# 24-4-COUN-698.

The total project will include the selection and acquisition of software, hardware, implementation services, training, and support and maintenance costs to replace the current system.

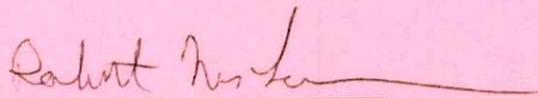
The overall goals are as follows:

- Improve service for the public, Village council, administration, departments, boards, commission, and authorities
- Provide a secure and user-friendly software solution for attorneys and staff
- Provide an accurate and efficient means to manage the various Village Attorney's Office data needs
- Provide security to ensure confidentiality while providing ease of access through roles and permissions
- Provide flexibility to allow for emerging technologies and future expansion
- Enhanced litigation management
- Access to data in the courtroom and in the field
- Provide integrated solutions for data sharing and workflow amongst various departments and our customers as necessary

The fee for subscription can be a monthly or annually. This service shall be charged to the Computers Center Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). This cost was accounted for in the 2024/2025 annual budget and there are sufficient funds available in this account to cover this cost.

Advertisement will be posted in the Freeport Herald and other relevant publications on March 21, 2024, with the specifications available from April 1, 2024 and returned by April 26, 2024 at 4:00 PM.

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



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

Approved as to form


Deputy Village Attorney

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

WHEREAS, the Village Attorney's Office is requesting Board authorization for the Village Clerk to advertise a Notice of Request for Proposals for the purchase of "The Freeport Attorney's Office Case Software Solution", RFP# 24-4-COUN-698; and

WHEREAS, the total project will include the selection and acquisition of software, hardware, implementation services, training, and support and maintenance costs to replace the current system; and

WHEREAS, the fee for subscription can be a monthly or annually; and

WHEREAS, this service shall be charged to the Computers Center Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney's Office, the Village Clerk be and hereby is authorized to advertise a Notice of Request for Proposals for the purchase of "The Freeport Attorney's Office Case Software Solution", RFP# 24-4-COUN-698, in the Freeport Herald and other publications of general circulation on March 21, 2024, with the specifications available on April 1, 2024 and a return date of April 26, 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 OF REQUEST FOR PROPOSALS
FOR
THE FREEPORT ATTORNEY'S OFFICE CASE MANAGEMANENT
SOFTWARE SOLUTION
FOR
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the "**FREEPORT ATTORNEY'S OFFICE CASE MANAGEMENT SOFTWARE SOLUTION**" until **4:00 P.M. on Friday, April 26, 2024** in the Purchasing Department, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village's Website at www.freeportny.gov. Specifications, proposal and proposed contracts will be available from **9:00 A.M. on Monday, April 1, 2024, until 4:00 P.M. on Friday, April 26, 2024.**

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – March 21, 2024

INCORPORATED VILLAGE OF FREEPORT DEPARTMENT OF PUBLIC WORK

INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: March 8, 2024

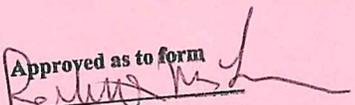
RE: PURCHASE OF 2024 FORD TRANSIT CARGO VAN

The Department of Public Works is requesting authorization to purchase one 2024 Ford Transit Cargo Van for the Water Department. This vehicle will serve as replacements for a 2001 GMC 3500 that will be taken out of service for mechanical and safety issues. The bids were solicited through New York State Department of General Services Mini Bid (1379 OGS Solicitation 23166: Vehicles, Class 1-8), for Medium Duty Vehicles. For this bid, the Village received three proposals (see attached bid summary).

The low bidder is BJA 1675 LLC. 1675 Interstate Drive, Avon, NY 11414. It is therefore recommended that the Board approve the purchase of the above-referenced vehicle under the New York State Department of General Services Mini Bid for the price of \$49,200.00 per vehicle, including delivery. Funding for this purchase will come from a bond resolution that was authorized by the Mayor and Board of Trustees at the meeting on July 12, 2021 (Capital Account H107 150131).



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Department of Public Works is requesting Board approval to purchase one (1) 2024 Ford Transit Cargo Van for the Water Department; and

WHEREAS, this vehicle will serve as replacements for a 2001 GMC 3500 that will be taken out of service for mechanical and safety issues; and

WHEREAS, the bids were solicited through New York State Department of General Services Mini Bid (1379 OGS Solicitation 23166: Vehicles, Class 1-8), for Medium Duty Vehicles; and

WHEREAS, for this bid, the Village received three (3) proposals; and

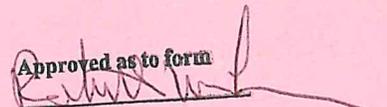
WHEREAS, the lowest bidder was submitted by BJA 1675 LLC., 1675 Interstate Drive, Avon, NY 11414, for the price of \$49,200.00 per vehicle, including delivery; and

WHEREAS, funding for this purchase will come from a bond resolution that was authorized by the Mayor and Board of Trustees at the meeting on July 12, 2021 (Capital Account H107 150131); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board of Trustees award the contract for the purchase of one (1) 2024 Ford Transit Cargo Van for the Water Department from BJA 1675 LLC., 1675 Interstate Drive, Avon, NY 11414, for the price of \$49,200.00 per vehicle, including delivery.

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

Rank	Name	Model Year	Make	Model & Trim Level	OEM Code	NYS Price for Veh	Total Number	Total Price for Mini-Bid
1	BJA 1675 LLC	2024	Chevrolet	TRANSIT 250 MR CARGO VAN	R1C	\$49,200.00	1	\$49,200.00
2	Van Bortel Ford, Inc.	2024	Ford	TRANSIT XL T-250 MR	R1C	\$49,278.14	1	\$49,278.14
3	Gabrielli Truck Sales LTD	2023	Ford	T-250 EL WB MR	R1CB	\$59,995.47	1	\$59,995.47

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: Ismaela M. Hernandez, Village Treasurer July 14, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 12, 2021:

Deputy Mayor Ellerbe offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED JULY 12, 2021, AUTHORIZING THE ACQUISITION OF A TRUCK FOR USE BY THE VILLAGE WATER DEPARTMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$100,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$100,000 TO FINANCE SAID APPROPRIATION

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to acquire a truck for use by the Village Water Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$100,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds or notes of the Village in the principal amount of not to exceed \$100,000 to finance said appropriation, and the levy and

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

collection of taxes on all the taxable real property in the Village to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Village in the principal amount of not to exceed \$100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

(b) The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

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

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and Section 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of credit enhancement agreements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Village Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in "*Freeport Herald Leader*," a newspaper having a general circulation within said Village and hereby designated the official newspaper of the Village for such publication, and posted in at least six (6) public places and in each polling place in the Village, a Notice in substantially the following form:

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

VILLAGE OF FREEPORT, NEW YORK

PLEASE TAKE NOTICE that on July 12, 2021, the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, adopted a bond resolution entitled:

“Bond Resolution of the Village of Freeport, New York, adopted July 12, 2021, authorizing the acquisition of a truck for use by the Village Water Department, stating the estimated maximum cost thereof is \$100,000, appropriating said amount for such purpose, and authorizing the issuance of bonds in the principal amount of \$100,000 to finance said appropriation,”

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Village to acquire a truck for use by the Village Water Department; STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$100,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes the issuance of bonds or notes of the Village in the principal amount of not to exceed \$100,000 to finance said appropriation, and the levy of a tax upon all the taxable real property within the Village to pay the principal of said bonds and interest thereon;

SECOND: AUTHORIZING the issuance of not to exceed \$100,000 bonds of the Village pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution and the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Village for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds and any bond anticipation notes issued in anticipation of said bonds and the renewals of said bond anticipation notes shall be

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general obligations of the Village; and PLEDGING to their payment the faith and credit of the Village;

FIFTH: DELEGATING to the Village Treasurer the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: July 12, 2021

Pamela Walsh Boening
Village Clerk

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

Section 8. The Village Clerk is hereby directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

The adoption of the foregoing resolution was seconded by Trustee Sanchez and duly put to a vote on roll call, which resulted as follows:

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

The resolution was declared adopted.

* * *

cc:

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

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DIRECTIVE

TO: Ismaela M. Hernandez, Village Treasurer July 14, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 12, 2021:

Trustee Martinez offered the following resolution and moved its adoption:

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED JULY 12, 2021, AUTHORIZING VARIOUS PROJECTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$209,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID VILLAGE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$209,000 TO FINANCE SAID APPROPRIATION

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to undertake various projects for the Department of Public Works. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$209,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Village in the principal amount of not to exceed \$209,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said

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bonds and the interest thereon as the same shall become due and payable. Grant funds received or expected to be received by the Village and any other funds available for such purpose are authorized to be applied toward the cost of said projects or redemption of the Village's bonds or notes issued therefor, or to be budgeted as an offset to the taxes to be collected for the payment of the principal of and interest on said bonds or notes.

Section 2. Bonds of the Village in the principal amount of \$209,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to objects or purposes for which \$184,000 of said bonds are authorized to be issued, within the limitations of Sections 32 and 35 of the Law, is five (5) years. The period of probable usefulness applicable to object or purpose for which \$25,000 of said bonds are authorized to be issued, within the limitations of Section 77 of the Law, is three (3) years.

(b) The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said

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bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of

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

the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to executing credit enhancement agreements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the Village Clerk is hereby authorized to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "*Freeport Herald Leader*," a newspaper having general circulation in the Village and hereby designated the official newspaper of said Village for such publication.

* * *

The adoption of the foregoing resolution was seconded by Deputy Mayor Ellerbe and duly put to a vote on roll call, which resulted as follows:

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

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

The resolution was declared adopted.

cc:

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

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

To: Mayor Robert T. Kennedy

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

Date: March 12, 2024

Re: 2024 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)

On February 13, 2024, the Village received one bid for the purchase of Calcium Hypochlorite tablets for the Water Department. Water Plant Operators use Calcium Hypochlorite tablets in the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement.

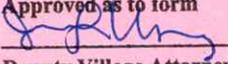
The total amount bid for this contract was for \$62,475.00, however it is felt that if the Village re bids this contract we will get more competitive pricing. The estimated annual cost of this purchase contract is \$54,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541210). The contract will be for a term of one year beginning retroactively March 1, 2024, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that the Village reject the one bid received on February 13, 2024 and also authorize to advertise to rebid the referenced contract in the Freeport Herald, and other related publications on March 28, 2024. Bid documents will be available from April 1, 2024 through April 12, 2024. Bids will have a returnable date of April 16, 2024, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form


Deputy Village Attorney

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

WHEREAS, on January 8, 2024, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2024 Furnishing of Calcium Hypochlorite (Tablet)”;

WHEREAS, on February 13, 2024, the Village received one (1) bid for the purchase of Calcium Hypochlorite tablets for the Water Department;

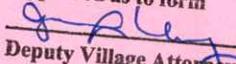
WHEREAS, the bid submitted was in the amount of \$62,475.00; the estimated annual cost of this purchase contract is \$54,000.00;

WHEREAS, the Superintendent of Public Works is requesting to reject this bid;

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the bid received on February 13, 2024, for “2024 Furnishing of Calcium Hypochlorite (Tablet)”, 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

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DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works 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 Squeri, seconded by Trustee Sanchez that the following resolution be adopted:

WHEREAS, the Water Department uses various products to treat the water prior to being pumped into the distribution system; and

WHEREAS, one product is Calcium Hypochlorite tablets; the Water Plant Operators use Calcium Hypochlorite tablets in the water system as a disinfectant and to comply with the Nassau County Department of Health requirement; and

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

WHEREAS, the Water & Sewer Department is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the “2024 Furnishing of Calcium Hypochlorite (Tablet)”; 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 accepted; and

WHEREAS, the estimated cost of the contract is \$34,000.00; and

WHEREAS, funding for this is included in the Water Department Operating Budget (WE96004 541210); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2024 Furnishing of Calcium Hypochlorite (Tablet)” in the Freeport Herald and other relevant publications of general circulation on January 25, 2024, with bid documents 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

**INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION**

**PROJECT: 2024 FURNISHING CALCIUM HYPOCHLORITE (TABLET)
FOR FREEPORT WATER DEPARTMENT**

DATE: February 13, 2024

**EAGLE CONTROL CORP.
23 OLD DOCK ROAD
YAPHANK, NY 11980**

ITEM	DESCRIPTION	UNITS	BID	UNIT	TOTAL
NO.			QUANTITY	PRICE	COST
1	CALCIUM HYPOCHLORITE (TABLET) - WATER DEPT	50 LBS/CONT	350	\$ 178.50	\$62,475.00
TOTAL					\$62,475.00

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

To: Mayor Robert T. Kennedy

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

Date: March 12, 2024

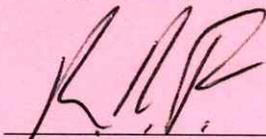
Re: 2024 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)

On February 13, 2024, the Village received one bid for the purchase of Calcium Hypochlorite tablets for the Water Department. Water Plant Operators use Calcium Hypochlorite tablets in the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement.

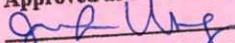
The total amount bid for this contract was for \$62,475.00, however it is felt that if the Village re bids this contract we will get more competitive pricing. The estimated annual cost of this purchase contract is \$54,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541210). The contract will be for a term of one year beginning retroactively March 1, 2024, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that the Village reject the one bid received on February 13, 2024 and also authorize to advertise to rebid the referenced contract in the Freeport Herald, and other related publications on March 28, 2024. Bid documents will be available from April 1, 2024 through April 12, 2024. Bids will have a returnable date of April 16, 2024, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Water Department uses various products to treat the water prior to being pumped into the distribution system; and

WHEREAS, one product is Calcium Hypochlorite tablets; the Water Plant Operators use Calcium Hypochlorite tablets in the water system as a disinfectant and to comply with the Nassau County Department of Health requirement; and

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

WHEREAS, the Water & Sewer Department is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the "2024 Furnishing of Calcium Hypochlorite (Tablet) Rebid"; and

WHEREAS, the contract will be for a retroactive term from March 1, 2024 to February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

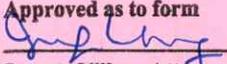
WHEREAS, the estimated cost of the purchase contract is \$54,000.00; and

WHEREAS, funding for this is included in the Water Department Operating Budget (WE96004 541210); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2024 Furnishing of Calcium Hypochlorite (Tablet) Rebid" in the Freeport Herald and other relevant publications of general circulation on March 28, 2024, with bid documents available from April 1, 2024 to April 12, 2024, with a return date of April 16, 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 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)
REBID**

FOR

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

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the following contract:

**2024 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)
REBID**

until 11:00 A.M. on **April 16, 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.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, **from 9:00 A.M. on April 1, 2024 until 4:00 P.M. April 12, 2024**. There is no fee for a set of contract documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – March 28, 2024

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

AGENDA

BOARD OF TRUSTEES' MEETING

March 20, 2024

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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