

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**April 29, 2024**

**1. COMMUNICATIONS**

- a) Request approval of the Board of Trustees' minutes from April 15, 2024.
- b) Request approval of the Board of Trustees' special meeting minutes from April 15, 2024.
- c) Request approval of the April 15, 2024 Board of Trustees' Dangerous/Nuisance meeting minutes.
- d) Request approval of the parade and public assembly permit application submitted by the Freeport Public Schools to hold a parade on May 4, 2024 from 9:00 A.M. to 11:30 A.M., assembling at the Freeport High School, proceeding east on Pine Street, south on Bayview Avenue, west on Merrick Road, north on Brookside Avenue ending at the Freeport High School.

**2. FIRE DEPARTMENT – Raymond F. Maguire**

- a) Request approval to increase the contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York 11554 an additional \$1,900, through February 29, 2024.
- b) Request retroactive approval to enter into a contract with the Huntington Hilton Long Island, 598 Broad Hollow Road, Melville, New York 11747 for the 2024 Annual Inspection/Installation Dinner at a cost of \$145 per person for a total of \$82,360.
- c) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Angel Arroyo, Truck Co. #1.
- d) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Christopher Terranova, Truck Co. #1.
- e) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Daniel Rodriguez, Truck Co. #1
- f) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to James Permashwar-Smith, Truck Co. #1.
- g) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Michael Shaw, Engine Co. #1.
- h) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Jada Harris, Hose Co. #4.
- i) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Ramon Flores, Hose Co. #5.
- j) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Brandon Marmol, Emergency Co. #9.

**3. RECREATION CENTER – Elizabeth Comerford**

- a) Request to enter into a contract with S & S Amusements Inc., 201-B Freeman Avenue, Islip, New York 11751, to provide children’s amusement rides for the June 1, 2024 Nautical Mile Festival.
- b) Request approval of the following street closures on Saturday, June 1, 2024, from 10:00 A.M. to 8:00 P.M. for the Nautical Mile Festival:

**Street Closures:**

Woodcleft Avenue, between Front Street and Manhattan Street  
South Ocean Avenue from Ray Street Avenue south to Suffolk Street  
Front Street between Miller and Guy Lombardo Avenue  
Cedar Street between Guy Lombardo and Miller Avenue  
Adams Street between Woodcleft and Miller Avenue  
Hamilton Street between Woodcleft and Miller Avenue  
Suffolk Street between Woodcleft and Miller Avenue  
Carmen Street, between Guy Lombardo and South Ocean Avenue

**Traffic Flow:**

Traffic on Guy Lombardo Avenue south of Front Street will be modified as needed.

**Parking Restrictions:**

Guy Lombardo Avenue, no west side parking from Cedar Street to the foot of Guy Lombardo Avenue

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

- a) Request retroactive approval to enter into an Inter Municipal Agreement between the County of Nassau and the Village of Freeport for six police vehicles, in the amount of \$293,000.

**5. VILLAGE CLERK – Pamela Walsh Boening**

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$6,490.30, to be reimbursed by the property owner, for the following:
  - 11 Smith Street \$3,426.20
  - 200 W Sunrise Highway \$2,464.00
  - 17 Wilshire Court \$600.10

**6. WATER & SEWER – Robert R. Fisenne**

- a) Request to retroactively award the “2024 Furnishing of Calcium Hypochlorite (Tablet) Rebid” to Eagle Control Corporation, 23 old Dock Road, Yaphank, New York 11980, from March 1, 2024 through February 28, 2025, in the amount of \$62,475.

**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.

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

**TO:** Mayor Robert T. Kennedy

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

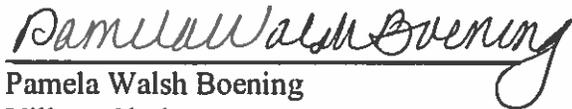
**DATE:** April 25, 2024

**RE:** Parade and Public Assembly  
Applicant: Freeport Public Schools  
Date: May 4, 2024  
Time: 9:00 A.M. – 11:30 A.M.  
Assembly Time: 8:30 A.M.

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Attached please find a copy of the request for a Parade and Public Assembly Permit Application submitted by Dr. Kishore Kuncham, on behalf of the Freeport Public Schools to hold a parade on Saturday, May 4, 2024 between the hours of 9:00 A.M. to 11:30 A.M. The participants will assemble at 8:30 A.M. at the Freeport High School, proceed east on Pine Street, south on Bayview Avenue, west on Merrick Road and north on Brookside Avenue ending at the Freeport High School.

Included in the package are the recommendations from the Police Department, Department of Public Works, Fire Department, and Claims Examiner for your review.



Pamela Walsh Boening  
Village Clerk  
Attachments

**FREEPORT POLICE DEPARTMENT**  
**PARADE AND PUBLIC ASSEMBLY PERMIT APPLICATION**

**Applicant:**

Dr. Kishore Kuncham 235 N. Ocean Ave. Freeport NY 11520  
Name Address Apt City State Zip  
516-867-5200 Freeport Public Schools  
Telephone # Business # Permit Applicant Organization Affiliation

**Organization:**

Freeport Public Schools 235 N. Ocean Ave Freeport NY 11520  
Organization Name Address City State Zip  
516-867-5200  
Telephone #

**Organization Representatives (Other than applicant):**

1) <u>Dr. Helen Kanellopoulos</u> <small>Name</small>	<u>516-867-5201</u> <small>Contact Phone#</small>	<u>Asst Superintendent</u> <small>Position</small>
2) _____ <small>Name</small>	_____ <small>Contact Phone#</small>	_____ <small>Position</small>
3) _____ <small>Name</small>	_____ <small>Contact Phone#</small>	_____ <small>Position</small>
4) _____ <small>Name</small>	_____ <small>Contact Phone#</small>	_____ <small>Position</small>

**Parade/Public Assembly:**

Date Requested: May 4, 2024 Assembly Time: 8:30  AM  PM  
 Starting Time: 9:00  AM  PM Finish Time: 11:30  AM  PM

**Route/Public Assembly Location:**

We want to assemble at Freeport High School - 50 Brookside Ave.  
Location

The parade will start at Freeport High School - 50 Brookside Ave to East on Pine Street  
Location Location

East on Pine Street to Bayview Avenue South  
Direction/Location Direction/Location

Merckle Road, West. to Brookside, North on Brookside  
Direction/Location Direction/Location

Freeport High School. to \_\_\_\_\_  
Direction/Location Direction/Location

\_\_\_\_\_ to \_\_\_\_\_  
Direction/Location Direction/Location

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

- a) All of the width will be occupied? Yes
- b) Only a portion of the width will be occupied, consisting of \_\_\_\_\_ lanes.

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 CLERK'S OFFICE  
 VILLAGE OF FREEPORT, NY

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

N/A

**Participants:**

What is the approximate number of:

- a) Persons 1000 b) Animals \_\_\_\_\_ c) Vehicles \_\_\_\_\_ d) Utility trailer float \_\_\_\_\_, which will constitute such parade? (Tractor trailer floats are discouraged)

For b) and c) above, please indicate the type of animal or description of vehicles: N/A.

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

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

For your Parade/Public Assembly, are any public facilities or equipment to be utilized: \_\_\_\_\_ Yes No  
If yes, please describe and attach all related correspondence or permits that authorize their use.

What is the estimated number of spectators or Public Assembly visitors? 0

**Insurance Requirement Notice: (if required)**

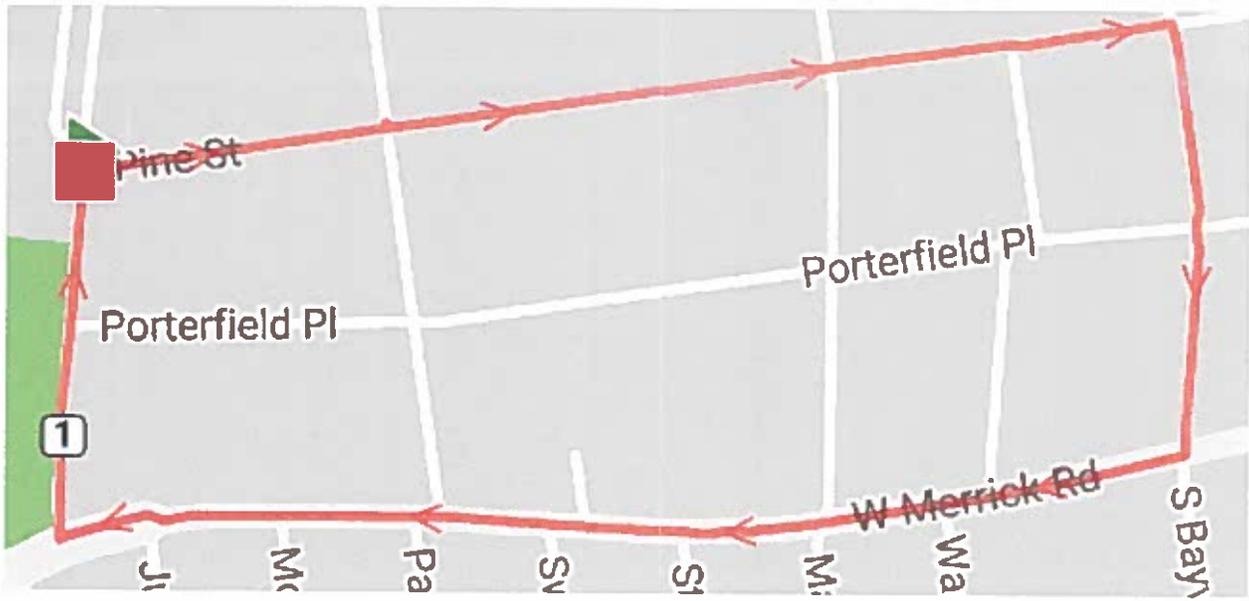
**You are informed that you must meet the following insurance requirements for this event:**

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

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

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

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







# Freeport Public Schools

235 North Ocean Avenue • Freeport, New York 11520 • 516-867-5200

March 22, 2024

**Re: Addendum to Freeport Police Department Parade/Public Assembly Permit Application for One-Day Peace March on Saturday, May 4, 2024.**

Kishore Kuncham, Ed.D.  
Superintendent of Schools  
e-mail address:  
kkuncham@freeportschools.org

516-867-5205  
516-623-4759 (fax)

## Hold Harmless Agreement

Freeport Public Schools agrees to defend and indemnify and save harmless the Incorporated Village of Freeport, its employees and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting therefrom sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of streets within the Village of Freeport by Freeport Public Schools, whether or not such injury to persons or damage to property are due or claim to be due to any negligence of Freeport Public Schools, their employees, or agents.

Dr. Helen Kanellopoulos, Freeport Public Schools

Date: March 22, 2024

### Affirmation of Understanding and Awareness:

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

Signature of Applicant

Notary

MICHELE VELASQUEZ  
Notary Public - State of New York  
Reg No 01VE6356311444261  
Qualified in Nassau County  
Commission Expires 03/27/2024 11/21/2026

# Freeport Police Department Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Freeport Public Schools 235 N Ocean Ave..

Freeport New York 11520 516-867-5200  
City State Zip Telephone #

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

EVENT: FREEPORT CARES ANNUAL PEACE MARCH

DATE: SATURDAY, MAY 4<sup>TH</sup>, 2024 Time: 9:30 A.M. TO 11:30 A.M.

Assembly Time: 8:30 A.M.

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.
2. The applicant and participants will walk the pre-determined route with police assistance. Participants will assemble at Freeport High School the march will proceed crossing S. Brookside Ave. east on Pine St. to S/B S. Bayview Ave to W/B W. Merrick Rd to N/B S. Brookside Av, thence west onto Freeport High School grounds for dispersal by 11:30 am.
3. The applicant and participants will adhere to village regulations while participating in the peace walk.
4. Applicant: Dr. Helen Kanellopoulos 516-867-5201

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

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

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

Issued by Deputy Chief Michael G. Williams 04/11/2024  
Rank Name Signature Date

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

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**INTER-DEPARTMENT CORRESPONDENCE** CLERK'S OFFICE  
VILLAGE OF FREEPORT, NY

**FREEPORT POLICE DEPARTMENT**

**Michael Smith**  
Chief of Police

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

**TO: Pamela Walsh Boening, Village Clerk**  
**FROM: Deputy Chief Michael Williams**  
**DATE: April 11, 2024**  
**RE: 2024 Freeport Public Schools Peace March Parade**

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On Saturday May 4<sup>th</sup> 2024 Freeport Public Schools will be holding its annual Peace March Parade commencing at 0930 a.m. and concluding on or before 1130 a.m. at the Freeport High School and the surrounding area. After review of the attached Public Assembly Application I am informing you that I conditionally approve this permit. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Once the Board approves; the permit is valid.

Thank you,

  
\_\_\_\_\_

**Michael Williams**  
Deputy Chief of Police

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

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TO: Pamela Walsh Boening, Village Clerk

FROM: Robert Fisenne, Superintendent of Public Works

DATE: April 10, 2024

RE: Parade and Public Assembly Permit Application  
Applicant: Dr. Kishore Kuncham / Freeport Public Schools  
Date: Saturday, May 4, 2024  
Assembly: 8:30 am  
Time: 9:30 am – 11:30 am

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I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Dr. Kishore Kuncham, on behalf of Freeport Public Schools to hold a parade. The route will begin at Freeport High School, head east on Pine Street, south on Bayview Avenue, west on Merrick Road and north on Brookside Avenue ending at the Freeport High School.

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

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

C: Ben Terzulli, Assistant Superintendent of Public Works

## Pamela Boening

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**From:** Raymond Maguire  
**Sent:** Tuesday, April 23, 2024 11:20 AM  
**To:** Pamela Boening  
**Subject:** RE: 5.4.2024 Parade and Public Assembly Freeport Schools

I have reviewed the Parade & Public Assembly Permit application for May 4, 2024 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. Being that they will be occupying the street, Event Coordinator(s) should be cognizant of moving the participants if Emergency Vehicles are approaching.

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

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

Ray Maguire

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

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Monday, April 22, 2024 1:33 PM  
**To:** Raymond Maguire <rmaguire@freeportny.gov>  
**Cc:** Madelyn de la Fe <mdelafe@freeportny.gov>  
**Subject:** FW: 5.4.2024 Parade and Public Assembly  
**Importance:** High

Please send recommendation.

This is on the upcoming BOT agenda.

*Pamela Walsh Boening*  
Village Clerk

46 N. Ocean Avenue  
Freeport, NY 11520

516-377-2254

## Pamela Boening

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**From:** Christine Maguire  
**Sent:** Tuesday, April 9, 2024 3:54 PM  
**To:** Pamela Boening  
**Cc:** Conor Kirwan  
**Subject:** RE: 5.4.2024 Parade and Public Assembly

Hi Pam,

The insurance is approved for the Freeport public schools parade and public assembly on 5/4/24.

Regards,

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

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**From:** Pamela Boening <pboening@freeportny.gov>  
**Sent:** Tuesday, April 9, 2024 3:35 PM  
**To:** Smith, Chief Michael J. <SmithM@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>  
**Cc:** Michael Williams <williamsm@freeportpolice.org>; Muldowney, Mary Clerical <MuldowneyM@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>  
**Subject:** 5.4.2024 Parade and Public Assembly

Please send recommendation.

*Pamela Walsh Boening*  
Village Clerk

46 N. Ocean Avenue  
Freeport, NY 11520

516-377-2254

**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

**April 20, 2024**

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

**Re: South Shore Fire & Safety Equipment Distributors Inc.**

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On February 6, 2023, the Board adopted a Directive to enter into a contract for the repair and maintenance of the equipment used by the Freeport Fire Department (see attached). This includes but was not limited to our Self Contained Breathing Apparatus (SCBA). The contract is with South Shore Fire & Safety Equipment Distributors, Inc (SSFSED). They are located at 579 East Meadow Ave, East Meadow, NY and have trucks passing through Freeport daily. This greatly affects our ability to expedite the pickup, repair and delivery of our equipment. We have had positive results in our dealings with SSFSED and find them to be very dependable. This Company has been servicing Freeport and other Fire Departments across Long Island for over 50 years. SSFSED is a certified factory repair representative for most of the Manufacturers of Fire and Safety Equipment we utilize.

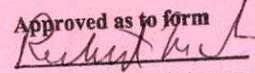
Due to the complexity of the equipment we use and the need to immediately return it to service, it prohibits us from quoting these repairs. Furthermore, our SCBA's are currently 17 years old. The replacement of 1 SCBA is in excess of \$ 10,000.00, we currently have 120 in service. We feel that by performing proper maintenance and by staying up on the repairs, we will prolong the useful life of one our most important pieces of equipment. Unfortunately, the fact that these units are 17 years old is having an impact on necessary repairs. We have unfortunately experienced an influx in required repairs to our current SCBA's which has exhausted the contract amount we approved of \$ 25,000.00.

Therefore, we ask that you consider increasing the contract by \$ 1,900.00 through February 29, 2024. This will allow us to satisfy the outstanding invoices we currently have.

The funding for this contract will come through a transfer into Account A341004 542800 to keep the actual overall budget from a negative balance.

Sincerely,

  
Raymond F. Maguire  
Executive Director

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on February 6, 2023, the Board renewed the contract with South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York 11554, for a term effective March 1, 2023 through February 29, 2024, with a not to exceed amount of \$25,000.00; with no increase in price; and

**WHEREAS**, the repairs and maintenance of the equipment includes the Self Contained Breathing Apparatus (SCBA); and

**WHEREAS**, the Fire Department has unfortunately experienced an influx in required repairs to the current SCBA's which has exhausted the contract amount that was approved of \$25,000; and

**WHEREAS**, due to the complexity of the equipment utilized by the Fire Department and the need to expedite equipment repairs, the Freeport Fire Department is unable to obtain quotes; and

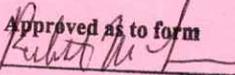
**WHEREAS**, the Department is requesting Board approval to increase the contract for an additional \$1,900.00 for a retroactive term from March 1, 2023 through February 29, 2024; and

**WHEREAS**, the funding for this contract will come through a transfer into Account A341004 542800 to keep the actual overall budget from a negative balance; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of the Freeport Volunteer Fire Department, the Board approves and that the Mayor be and hereby is authorized to increase the current contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York 11554, for an additional \$1,900.00 for a retroactive term from March 1, 2023 through February 29, 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

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

**DIRECTIVE**

**TO:** Raymond F. Maguire, Executive Director, FFD February 7, 2023

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

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

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

**WHEREAS**, on February 7, 2022, the Board awarded a contract for the repair and maintenance of the Village of Freeport's Volunteer Fire Department equipment, including the Self Contained Breathing Apparatus to South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 for a term effective March 1, 2022 through February 28, 2023, with a not to exceed amount of \$25,000 for fiscal year 2023; and

**WHEREAS**, this Company has been servicing Freeport and other Fire Departments across Long Island for over 50 years and is a certified factory repair representative for most of the Manufacturers of Fire and Safety Equipment the Department utilize; and

**WHEREAS**, due to the complexity of the equipment utilized by the Fire Department and the need to expedite equipment repairs, the Freeport Fire Department is unable to obtain quotes; and

**WHEREAS**, the Executive Director of the Fire Department is requesting Board approval to renew the contract with South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 for a term effective March 1, 2023 through February 29, 2024, with a not to exceed amount of \$25,000, with no increase in price; and

**WHEREAS**, the cost of the contract will be charged to Account A341004 542800; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of the Freeport Volunteer Fire Department, that the Mayor be and hereby is authorized to renew the contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 from March 1, 2023 through February 29, 2024, with a not to exceed amount of \$25,000.

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

**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

**April 23, 2024**

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

**Re: 2024 Annual Inspection/Installation Dinner**

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I have attached quotes we received for the 2024 and 2025 Annual Inspection/Installation Dinner. As you are aware due to the size of our event we have limitations on where we can host it. From our review, the presentation submitted by the Huntington Hilton was, again, the most fiscally responsible for the IVF. The funding will be from the following budget line.

A341004 547400 – Annual Inspection Dinner

The per plate price, all-inclusive for 2024 was \$145.00. We had reduced the guarantee from 600, as in past years to 500.

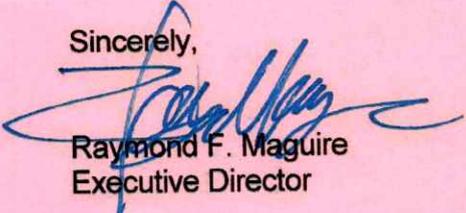
We would appreciate your consideration in entering into an agreement with the Huntington Hilton 598 Broad Hollow Rd, Melville, NY 11747 for the 2024 Annual Inspection/Installation Dinner not to exceed \$ 82,360.00 (see invoice attached).

The Inspection dinner expenses last year (2023) were \$ 93,758.75 (see spreadsheet attached). The expenses for this year's (2024) Inspection dinner are \$ 93,254.00 (see spreadsheet attached).

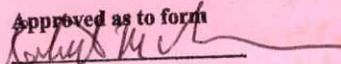
As this is being proposed after the event, we are respectfully requesting a retroactive approval to April 20, 2024.

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

Sincerely,

  
Raymond F. Maguire  
Executive Director

*Attachments*

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Fire Department typically has an annual Inspection/Installation Dinner; and

**WHEREAS**, on the April 20, 2024 event, the final count invoiced was 568 people for a total of \$82,360.00; and

**WHEREAS**, the Executive Director of the Fire Department is requesting Board approval to retroactively approve the Freeport Fire Department's 2024 Annual Inspection/Installation Dinner agreement between the Village of Freeport and the Huntington Hilton Long Island, 598 Broad Hollow Rd, Melville, NY 11747, in the amount of \$82,360.00 for the April 20, 2024 event; and

**WHEREAS**, this expenditure will be charged to A341004 547400 – Annual Inspection Dinner; and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Freeport Fire Department Executive Director Raymond F. Maguire, the Board approves and the Mayor be and is hereby authorized to sign any and all documents which are necessary to retroactively approve the Freeport Fire Department's 2024 Annual Inspection/Installation Dinner agreement between the Village of Freeport and the Huntington Hilton Long Island, 598 Broad Hollow Rd, Melville, NY 11747, in the amount of \$82,360.00 for the April 20, 2024 event.

The Clerk polled the Board as follows:

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

Approved/as to form  
  
Deputy Village Attorney

**FREEMPORT FIRE DEPARTMENT**  
**INSTALLATION DINNER 2024/2025**  
**HYATT REGENCY and HILTON HUNTINGTON**

HYATT	HILTON
COCKTAIL HOUR:	COCKTAIL HOUR:
HORS D' PICK	HORS D' PICK
COLD STATIONS	COLD STATIONS PICK
ICE SCULPTURE	ICE SCULPTURE
HOT STATIONS :	HOT STATIONS PICK
ITALIAN PASTA W/CALAMARI	
CARVING	
DINNER: COMBO	DINNER: COMBO
DESSERT: ICE CREAM BAR	DESSERT: ICE CREAM BAR
VIENNESE PLATTER	FRESH FRUIT PLATTER
COFFEE-TEA	COFFEE-TEA
<hr/>	
COST (INCL OF ADMIN FEE)	COST (INCL OF ADMIN FEE)
2024 \$152	2024 \$145
2025 \$152	2025 \$152
<hr/>	
HOSPITALITY ROOM (BEFORE/AFTER)	



**2023 Freeport FD Inspection Dinner**

ORG	OBJECT	DESCRIPTION	YEAR	PO/REFZ	AMOUNT	CHECK #	VDR NAME/ITEM DESC	COMMENTS
A341004	547400	ANNUAL INSPECTION DINNER	2023		\$ 280.00	75689	BANK OF AMERICA	CUSTOM AWARDS 7/21/23
A341004	547400	ANNUAL INSPECTION DINNER	2023	20242368	\$ 3,391.00	75389	KNR PLAQUES AND AWARDS	Plaques - Invoice #20230104 04
A341004	547400	ANNUAL INSPECTION DINNER	2023	20240884	\$ 3,000.00	74245	PRECISION SOUNDS ENTERTAINMENT & PRODUCTION, INC	Entertainment for Installation
A341004	547400	ANNUAL INSPECTION DINNER	2023	20240972	\$ 83,125.00	74244	HUNTINGTON HILTON	Annual Installation Dinner Inv
A341004	547400	ANNUAL INSPECTION DINNER	2023	20240327	\$ 3,962.75	74258	CUSTOM PIN & DESIGN	Drinkware (Dispensers) - Insta
					<b>\$ 93,758.75</b>			

**2024 Freeport FD Inspection Dinner**

A341004	547400	ANNUAL INSPECTION DINNER	2024	\$ 200.00	Custom Awards	Life Membership Cards
A341004	547400	ANNUAL INSPECTION DINNER	2024	\$ 3,039.00	KNR PLAQUES AND AWARDS	Plaques and Badges
A341004	547400	ANNUAL INSPECTION DINNER	2024	\$ 3,500.00	2nd to None	Entertainment for Installation
A341004	547400	ANNUAL INSPECTION DINNER	2024	\$ 82,360.00	HUNTINGTON HILTON	Annual Installation Dinner Inv
A341004	547400	ANNUAL INSPECTION DINNER	2024	\$ 4,425.00	Empire	Gifts
				\$ 93,524.00		

**2023 we had 7 - 50 year men 2024 we had 5 but only 4 attended. There were 36 extra people (3 tables) for this category**

**FREEPORT FIRE DEPARTMENT**

**15 BROADWAY**

**FREEPORT, NEW YORK 11520**

April 18, 2024

Hon. Mayor Robert T. Kennedy and Board of Trustees  
Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

Please be advised that the following new members have been approved by the Freeport Fire Council into the Freeport Fire Department subject to the approval of the Board of Trustees:

**Angel Arroyo – Truck Co. #1**

**Christopher Terranova – Truck Co. #1**

**Daniel Rodriguez – Truck Co. #1**

**James Permashwar-Smith – Truck Co. #1**

**Michael Shaw – Engine Co. #1**

**Jada Harris – Hose Co. #4**

**Ramon Flores – Hose Co. #5**

**Brandon Marmol – Emergency Co. #9**

Thank you for your courtesy and consideration herein.

Very truly yours,

*Jerry Cardoso*

Jerry Cardoso  
Secretary to the Fire Council  
Freeport Fire Department

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

To: Mayor Robert T. Kennedy  
From: Elizabeth Comerford, Manager - Recreation Center  
Date: April 18, 2024

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**Re: Freeport Nautical Festival - Rides**

The Annual Freeport Nautical Festival on Woodcleft Avenue is scheduled for Saturday, June 1, 2024

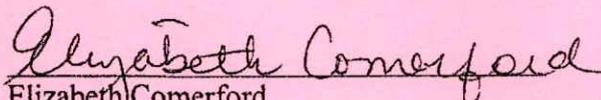
At this time, we are requesting that the Village enter into an agreement with S&S Amusements Inc, located at 201-B Freeman Ave. Islip, NY 11751. Telephone # is 516-705-3056. S & S will provide the eight children's amusement rides for the Nautical Festival in the parking lot adjacent to the museum on Woodcleft Avenue.

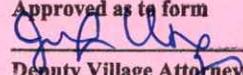
S & S agrees to pay Freeport the sum of twenty-five percent (25%) of the gross ride receipts. The (unsigned) agreement is attached with this memo. Upon approval, this agreement will be signed. S & S Amusements will provide a current Certificate of Insurance. The policy will be for \$2,000,000 and will list the VOF as additionally insured.

S & S Amusements will begin the break down process at 9:00pm on Saturday, June 1, 2024, and all rides/equipment will be removed by Monday, June 3, 2024.

If the above information meets with your authorization, I request that this item is presented at the next Village Board Meeting for final approval.

Thanking you in advance for your attention to this matter.

  
Elizabeth Comerford  
Manager, 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 Annual Nautical Festival on Woodcleft Avenue is scheduled for Saturday, June 1, 2024; and

**WHEREAS**, the Village wishes to provide children's amusement park rides for the Nautical Festival in the parking lot adjacent to the museum on Woodcleft Avenue; and

**WHEREAS**, S&S Amusements Inc., 201-B Freeman Avenue, Islip, NY 11751, is a company that is qualified to provide amusement rides for the Nautical Mile Festival; and

**WHEREAS**, S&S Amusements will pay the Village the sum of twenty-five percent (25%) of the gross ride receipts revenue; and

**WHEREAS**, S&S Amusements will provide a current Certificate of Insurance, and the policy will be for \$2,000,000 and will list the Village as additionally insured; and

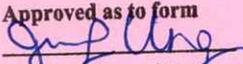
**WHEREAS**, the rides will be in operation on Saturday, June 1, 2024, from 10:00 AM until 8:00 PM; and

**WHEREAS**, S&S Amusements will begin the breakdown process with all rides and events at 9:00 PM, on Saturday, June 1, 2024; and all rides/equipment will be removed by Monday, June 3, 2024; and

**NOW THEREFORE BE IT RESOLVED**, that the Board approve and the Mayor be and hereby is permitted to execute any documentation necessary to enter into an agreement between the Village of Freeport and S&S Amusements Inc., 201-B Freeman Avenue, Islip, NY 11751, for the 2024 Nautical Mile Festival, from June 1, 2024 until June 3, 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

**Amusement Company**  
**AGREEMENT**

**THIS AGREEMENT**, is entered into on the \_\_\_ day of April, 2024, by and between S&S Amusements Inc, located at 201-B Freeman Avenue, Islip, New York 11751, hereinafter known as **S&S** and the Incorporated Village of Freeport, a municipal corporation having offices at 46 N. Ocean Avenue, Freeport, New York, 11520, hereinafter known as "IVF."

**WITNESSETH:**

**WHEREAS, S&S**, has the expertise and experience to be the amusement ride and game vendor at the Freeport Nautical Festival, and is willing and able to provide said services to the Incorporated Village of Freeport as follows:

1. **S&S** agrees to present its amusement assembly consisting of quality entertainment shows, riding devices, music, games, carnival food concessions, in the Village of Freeport, State of New York, for a period of 1 day, Saturday, June 1, 2024.
2. **S&S**, at its cost, shall furnish tickets, ticket boxes, and full cooperation with IVF in making the event a success.
3. IVF, at its cost, hereby agrees to furnish and obtain all necessary state and local permits and all licenses and to pay taxes as required by law, water, police protection, posters and newspaper advertising, as well as a suitable location of grounds, known as Municipal Parking Lot, Museum, Woodcleft Avenue.
4. **S&S** shall have the exclusive privilege of providing all riding devices and as room allows will provide 6 - 8 kiddie ride attractions, carnival games and carnival food.
5. Definition of words which apply to this contract:

**Professional:** Any person or group of people that derive personal monetary profit from their operation, services or work;

**Non-professional:** Any individual or group of individuals that receive no monetary reward from their services or work;

**Game:** Any device, paraphernalia or personal involvement that uses premiums or money as a reward;

**Ride or riding devices:** Any device or group of devices that people ride on, in or about; be it animal or material;

**Show:** Midway type, Professional Shows. Any type of exhibit be it freak, exhibitory or so-called educational that either charges or receives monetary remuneration by ticket or donation. (Excluding grandstand shows);

**Concession:** Selling food and/or non alcoholic drinks.

6. As consideration of the above mentioned, **S&S** agrees to pay IVF the sum of Thirty (25%) percent of the gross receipts from the operation of all rides. Payments shall be made on account of daily receipts from rides and shows by the following A.M.

7. In the event of sickness or death of any performer, then S&S shall have a reasonable time to replace such act or performer, and if unable to do so, will be relieved of providing same. In the event of railroad or truck accident, delay, strikes, labor shortages, fire, flood, cyclone, epidemic, other acts of God or public enemy, or should any other unforeseen occurrence over which S&S has no control preventing S&S from performing this agreement, the said agreement shall be deemed null and void with no liability of either party to the other.

**8. HOLD HARMLESS AGREEMENT**

Notwithstanding the obligation of S&S to provide and maintain insurance in the amount of a \$2,000,000 liability insurance, to the fullest extent permitted by law shall also save, hold harmless and indemnify the Incorporated Village of Freeport, its trustees, agents, servants and employees, from and against any and all actions, suits, claims, losses, costs and damages of any kind or nature (including but not limited to all fees and charges of attorneys and other professionals and all Court or arbitration or other dispute resolution costs) caused by or arising out of or in any way resulting from the performance of the services rendered by S&S.

9. Hours for all events: Saturday, June 1, 2024; 10am to 8pm. All ticket sales are to cease ½ hour prior to the day's event closing.

10. This agreement shall not be binding on party of the first part until accepted in writing by its president.

**IN WITNESS WHEREOF**, the parties hereto have set their hands this \_\_\_\_\_ day of April, 2024.

\_\_\_\_\_

By: S&S Amusements Inc.

Owner

**INCORPORATED VILLAGE OF FREEPORT**

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

Approved as to form  
  
Deputy Village Attorney

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

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To: Mayor Robert T. Kennedy  
From: Elizabeth Comerford, Manager Recreation Center  
Date: April 10, 2024

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**Re: Freeport Nautical Festival - Emergency Access**

With public safety being a Nautical Festival priority, Board approval is requested for the following street closures and traffic modifications to be put in place for this year's event, scheduled for Saturday June 1, 2024 from 10am to 8pm. The restrictions will ensure the entrance/departure of emergency vehicles if deemed necessary. The Freeport Police Department has assessed the traffic conditions and has made the following recommendations regarding traffic flow, parking, and street closures;

**Street Closures:**

Woodcleft Avenue, between Front Street and Manhattan Street  
South Ocean Avenue from Ray Street south to Suffolk Street  
Front Street between Miller and Guy Lombardo Avenue  
Cedar Street between Miller and Guy Lombardo Avenue  
Adams Street between Woodcleft and Miller Avenue  
Hamilton Street between Woodcleft and Miller Avenue  
Suffolk Street between Woodcleft and Miller Avenue  
Carmen Street, between Guy Lombardo and South Ocean Avenue

**Traffic Flow:**

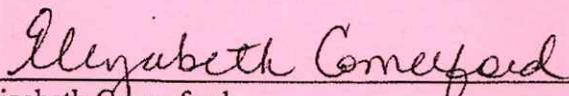
Traffic on Guy Lombardo Avenue south of Front Street will be modified as needed.

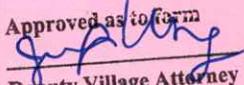
**Parking Restrictions:**

Guy Lombardo Avenue, no west side parking from Cedar Street to the foot of Guy Lombardo Avenue;

**\*All intersections will be attended by Freeport Police or Recreation Center staff that will be advised on this Village policy set for the day.**

**\*\*All restrictions will be in place from 10am – 8pm on June 1, 2024**

  
Elizabeth Comerford  
Manager, Recreation Center

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport is sponsoring its annual “Nautical Festival” on June 1, 2024, from 10:00 AM to 8:00 PM; and

**WHEREAS**, the Police Department has decided that the following road closures are necessary from 10 AM until 8 PM in order to ensure a safe and orderly festival, especially in the event an emergency response is required during the event:

- Woodcleft Avenue, between Front Street and Manhattan Street
- South Ocean Avenue from Ray Street south to Suffolk Street
- Front Street between Miller and Guy Lombardo Avenue
- Cedar Street between Miller and Guy Lombardo Avenue
- Adams Street between Woodcleft and Miller Avenue
- Hamilton Street between Woodcleft and Miller Avenue
- Suffolk Street between Woodcleft and Miller Avenue
- Carmen Street, between Guy Lombardo and South Ocean Avenue

**WHEREAS**, the following temporary parking restrictions have been determined to be necessary in order to allow unencumbered emergency access to festival events in the event an emergency response is necessary:

Guy Lombardo Avenue, no west side parking from Cedar Street to the foot of Guy Lombardo Avenue.

**WHEREAS**, the following designated flow of traffic has been determined to be necessary in order to facilitate a safe and orderly festival:

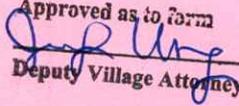
Traffic on Guy Lombardo Avenue south of Front Street will be modified as needed.

**WHEREAS**, these road closures, parking restrictions and flow of traffic designations will be effective June 1, 2024 only; and

**NOW THEREFORE BE IT RESOLVED**, that the preceding road closures, parking restrictions and flow of traffic designations be and hereby are approved and in effect for June 1, 2024, from 10:00 AM to 8:00 PM for the Nautical Festival.

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 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 Sanchez, seconded by Deputy Mayor Ellerbe that the following resolution be adopted:

**WHEREAS**, the Village of Freeport is sponsoring its annual "Nautical Festival" on June 3, 2023 from 10:00 AM to 8:00 PM; and

**WHEREAS**, the Police Department has decided that the following road closures are necessary from 10 AM until 8 PM in order to ensure a safe and orderly festival especially in the event an emergency response is required during the event:

Woodcleft Avenue between Front Street and Richmond Street  
South Ocean Avenue between Ray Street and Richmond Street south to Suffolk Street  
Front Street between Miller Avenue and Guy Lombardo Avenue  
Cedar Street between Guy Lombardo Avenue and Miller Avenue  
Adams Street between Woodcleft Avenue and Miller Avenue  
Hamilton Street between Woodcleft Avenue and Miller Avenue  
Suffolk Street between Woodcleft Avenue and Miller Avenue  
Carmen Street, between Guy Lombardo Avenue and South Ocean Avenue; and

**WHEREAS**, the following temporary parking restrictions have been determined to be necessary in order to allow unencumbered emergency access to festival events in the event an emergency response is necessary:

Guy Lombardo Avenue, no west side parking from Cedar Street to the foot of Guy Lombardo Avenue; and

**WHEREAS**, the following designated flow of traffic has been determined to be necessary in order to facilitate a safe and orderly festival:

Traffic on Guy Lombardo Avenue south of Front Street will be modified as needed; and

**WHEREAS**, these road closures, parking restrictions and flow of traffic designations will be effective June 3, 2023 only; 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.

**NOW THEREFORE BE IT RESOLVED**, that the preceding road closures, parking restrictions and flow of traffic designations be and hereby are approved and in effect for June 3, 2023 from 10:00 AM to 8:00 PM for the Nautical Festival.

The Clerk polled the Board as follows:

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

cc:

---

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

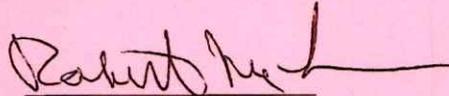
**INCORPORATED VILLAGE OF FREEPORT**  
**Inter-Department Correspondence**  
**Village Attorney's Office**

TO: Robert T. Kennedy, Mayor  
FROM: Howard E. Colton, Village Attorney  
DATE: April 18, 2024  
RE: Inter Municipal Agreement County of Nassau and Village of Freeport

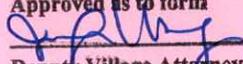
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Our office is requesting that the Village Board retroactively approve the attached Inter Municipal Agreement with the County of Nassau. The Inter Municipal agreement provides for a payment of \$293,000.00 from the County of Nassau for the purpose of purchasing and outfitting 6 police vehicles.

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



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

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 is requesting that the Village Board retroactively approve the attached Inter Municipal Agreement (IMA) with the County of Nassau, 1550 Franklin Avenue, Mineola, New York 11501; and

**WHEREAS**, under all applicable rules of public bidding and procurement, the Village will undertake a project (the "Project") to purchase and outfit six (6) police vehicles and related items, all with a useful life of no less than five (5) years; and

**WHEREAS**, the Project will enable the Village to protect, respond to and serve residents and will be used for public safety purposes that will also benefit all Nassau County residents; and

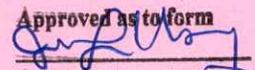
**WHEREAS**, the County shall provide TWO HUNDRED NINETY-THREE THOUSAND DOLLARS (\$293,000.00) ("Funds") to the Village for the purchase of goods and services in connection with the Project; and

**WHEREAS**, this Agreement is in effect retroactive to September 26, 2023; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board of Trustees hereby authorizes the Mayor to enter into an Inter-Municipal Agreement between the Village and the County of Nassau, 1550 Franklin Avenue, Mineola, New York 11501, for an effective date retroactive to September 26, 2023, to purchase and outfit six (6) police vehicles and related items funded by the County in the amount of \$293,000.

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

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE  
INCORPORATED VILLAGE OF FREEPORT IN RELATION TO INTERMUNICIPAL  
COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the (i) County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"); and the (ii) Incorporated Village of Freeport, having its principal offices at 46 North Ocean Avenue, Freeport, New York 11520 ("VILLAGE" or "CONTRACTOR").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the VILLAGE to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the VILLAGE to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the VILLAGE each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the VILLAGE, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the VILLAGE will undertake a project (the "Project") to purchase and outfit six (6) police vehicles and related items, all with a useful life of no less than five (5) years. The Project will enable the VILLAGE to protect, respond to and serve residents and

will be used for public safety purposes that will also benefit all Nassau County residents. The VILLAGE represents and warrants that it has completed its review of the Project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide TWO HUNDRED NINETY-THREE THOUSAND DOLLARS (\$293,000.00) ("Funds") to the VILLAGE for the purchase of goods and services in connection with the Project. Payment shall be made to the VILLAGE in arrears and on a reimbursement basis and shall be contingent upon (i) the VILLAGE submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The VILLAGE shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The VILLAGE shall (i) as between the County and the VILLAGE, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the VILLAGE for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the VILLAGE shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The VILLAGE shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The VILLAGE shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the VILLAGE shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the VILLAGE is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable

orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The VILLAGE shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The VILLAGE shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the VILLAGE or any agent of the VILLAGE in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The VILLAGE shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the VILLAGE's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the VILLAGE shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The VILLAGE shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the VILLAGE, or between the VILLAGE and any officer, employee, servant, agent or independent

contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

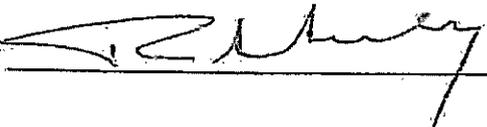
Section 13. This Agreement represents the full and entire understanding and agreement between the County and the VILLAGE with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the VILLAGE hereby represents and warrants that the undersigned is an officer, director or agent of the VILLAGE with full legal rights, power and authority to sign this Agreement on behalf of the VILLAGE and to bind the VILLAGE with respect to the obligations enforceable against the VILLAGE in accordance with its terms.

IN WITNESS WHEREOF, the VILLAGE and the County have executed this Agreement as of the Effective Date.

INCORPORATED VILLAGE OF FREEPORT

By  Date 9/26/23

Print Name ROBERT T. KENNEDY

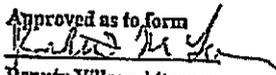
Title Mayor

COUNTY OF NASSAU

By \_\_\_\_\_ Date \_\_\_\_\_  
Deputy County Executive

Print Name \_\_\_\_\_

EXECUTE IN BLUE INK.

Approved as to form  
  
Deputy Village Attorney



## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d. The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 10I of Local Law No. 14-2002, including the granting of Subcontracts.
- e. The Contractor shall, in its advertisements and solicitations for Subcontractors,

indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

- f. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE

compliant or considered breach of the County Contract.

1. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
  - m. The Contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be

required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

**VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy  
From: Pamela Walsh Boening, Village Clerk  
Date: April 17, 2024  
Re: Miscellaneous Sidewalk Resolution  
Location: Various  
Contractor: Aventura Construction Corp. Total: \$6,490.30

---

**WHEREAS**, official notice was served in conformity with the law, upon the property owners to install sidewalks, curbs and/or aprons, and

**WHEREAS**, said installation work not having been made within the time specified in official notice, namely, 30 days from the date of service thereof, and

**WHEREAS**, under authority conferred by law, the Board of Trustees thereupon caused the same to be installed at the expenditure as noted above, and as shown below.

**NOW THEREFORE, BE IT RESOLVED**, that there shall be assessed upon the lands affected or improved, the amount as noted above which is found to be just and reasonable and not exceeding the amount stated in the notice, and be it,

**FURTHER RESOLVED** that the Board of Trustees hereby authorizes that the amount thus assessed, if not paid within thirty (30) days hereafter, will be included in the next annual tax levies of the aforesaid premises unless the property owner selects the option of payment with interest over a five (5) year period.

Sidewalk Survey # MSW 108-2022

**Owner:** Nazzareno Policaro  
11 Smith Street  
Freeport, NY 11520  
11 Smith Street  
Sec, Blk., Lot (s): 62-054-10  
**Location:** 11 Smith Street  
**Contractor:** Aventura Construction Corp.  
**Charges:** \$3,426.20

\*\*\*

Sidewalk Survey # MSW 10-2023

**Owner:** Medallia Associates LLC  
720 Northern Blvd.  
Great Neck, NY 11021

**200 W. Sunrise Highway**  
Freeport, NY 11520  
Sec, Blk., Lot (s): 54-073-125  
**Location:** 200 W Sunrise Highway  
**Contractor:** Aventura Construction Corp.  
**Charges:** \$2,464.00

\*\*\*

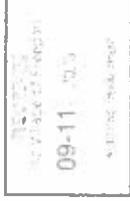
Sidewalk Survey # MSW 595-2020  
**Owner:** Doris Collins  
17 Wilshire Court  
Freeport, NY 11520  
**17 Wilshire Court**  
Freeport, NY 11520  
Sec, Blk., Lot (s): 62-093-889  
**Location:** 17 Wilshire Court  
**Contractor:** Aventura Construction Corp.  
**Charges:** \$600.10

\*\*\*

*Pamela Walsh Boening*  
Pamela Walsh Boening, Village Clerk



SERVICE INVOICE# 8687 61  
Job # 1421



1101 Waverly Avenue  
Holtsville NY 11742

1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVAL & DISPOSAL CONC SW, HC RAMPS &/OR CONC	4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW,DW APRONS,OR	INSTALL 6" THICK CONCRETE CURBING	INSTALL 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB&2.5' WIDE GUTTER	SC CURB SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8687	8/24/2023	61	11 Smith Street		196		112	84.6									3,426.20

Sales Tax 0.00  
Amount Due 3,426.20

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

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

DATE: March 19, 2024

RE: **Hazardous Sidewalk – 11 Smith Street**

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

**11 Smith Street**

Work Completed  Work Not Completed \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Was inspected and found to be satisfactorily completed YES.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: Alan Luna

Date: 03/22/24

**SIDEWALK INSPECTION FORM**

DATE: 01/29/24

ADDRESS: 11 Smith Street

DATE INSPECTION REQUESTED: 08/16/22

INSPECTION REQUESTED BY: Clerk's Office

REASON FOR INSPECTION: Alleged hazardous sections of sidewalk

INSPECTION REVEALED: Hazardous sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 

	<u>4" SW</u>	<u>6" SW</u>
	<u>112 sf</u>	<u>84.6 sf</u>

CURB TO BE REPLACED: -

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

DEBRIS IN STREET: -

OTHER: Revision from 08/16/2022

AREAS MARKED OUT FOR REPLACEMENT:

4" 12x4, 8x4, 8x4 6" 11.4x4, 13x3 SAWCUTTING -

INSPECTION PERFORMED BY:  DATE 01/29/24

REVIEWED BY:  DATE 2/6/24



1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639

SERVICE INVOICE # 8696-69  
JOB # 1421

W/O	Date	Status	LOC	Compz/Address	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LS	TOTAL	
8696	11/9/2023	Completed	023 54-073	69 200 W Sunrise Highway	1.00	1.00	7.00	16.00	17.00	30.00	32.00	35.00	40.00	5.00	2.00	6.00	10k		
					REMOVE & DISP EXIST CONC SW, CURB	REMOVE & DISP EXIST CONC SW, CURB	REMOVAL OF EXIST CONC SW, CURB	INSTALL 4" CONC SW	ALLOWANCE FOR MISC MASONRY WORK										
					CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)	CONC APRONS (4" THICK)		
					142	142	142	142	142	142	142	142	142	142	142	142	142		
					10	10	10	10	10	10	10	10	10	10	10	10	10		
																			2,464.00

2,464.00

01-08-24

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW  
FROM: Samantha Scalley, Deputy Registrar  
DATE: December 28, 2023  
RE: Hazardous Sidewalk – 200 W. Sunrise Highway

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

**200 W. Sunrise Highway**

Word Completed ✓ Work Not Completed \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: Alan Luna \_\_\_\_\_.

Date: 12/29/23 \_\_\_\_\_.

**SIDEWALK INSPECTION FORM**

DATE: 11/09/23

ADDRESS: 200 W. Sunrise Hwy

DATE INSPECTION REQUESTED: 10/01/19

INSPECTION REQUESTED BY: Clerk's Office

REASON FOR INSPECTION: Alleged hazardous sections of sidewalk

INSPECTION REVEALED: Hazardous sections of sidewalk

	4" SW	6" SW
TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:	142 sf	-

CURB TO BE REPLACED: -

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

DEBRIS IN STREET: -

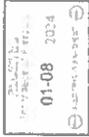
OTHER: -

AREAS MARKED OUT FOR REPLACEMENT:

4" 13x4, 16x4, 4x4 6" - SAWCUTTING 10 lf  
4x2.5

INSPECTION PERFORMED BY: Alm Lm DATE 11/14/23

REVIEWED BY: RDF DATE 11/22/23



SERVICE INVOICE # 8665-14  
JOB # 1421

1421- Freepport Curb & Sidewalk 2023 23-01-PBWK-639

W/O	Date	Status	LOC	Owner/Address	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LF	SF	LS	#####	
8665	8/9/2023	Paid	2020 62-093 14	17 Wilshire Court	1.00	1.00	7.00	16.00	17.00	30.00	32.00	35.00	40.00	5.00	2.00	6.00	600.10						
					REMOVE & DISP EXIST CONC SW, CONC CURB	REMOVE & DISP EXIST CONC SW, CONC CURB	REMOVAL & DISP OF EXISTING GUTTER	INSTALL OF 4" THICK CONC SW	INSTALL OF 1' WIDE CONC GUTTER	INSTALL OF CONC CURB	INSTALL OF 1' WIDE CONC GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	SC CONC SW, APR, HC RAM, CURBS/ GUTTERS	RESET EXISTING BRICK PAVERS	PURCH& INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK						

600.10

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, DPW  
FROM: Samantha Scalley, Deputy Registrar  
DATE: March 19, 2024

RE: **Hazardous Sidewalk – 17 Wilshire Court**

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

**17 Wilshire Court**

Work Completed  Work Not Completed \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: Alan Luna

Date: 03/22/24

**SIDEWALK INSPECTION FORM**

DATE: 3/16/21

ADDRESS: 17 WILSHIRE Court.

DATE INSPECTION REQUESTED: 2/12/21

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS  
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS  
OF SIDEWALK

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

CURB TO BE REPLACED: \_\_\_\_\_

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: \_\_\_\_\_

DEBRIS IN STREET: \_\_\_\_\_

OTHER: \_\_\_\_\_

AREAS MARKED OUT FOR REPLACEMENT:  
4" 6'6" x 4' 6" 12' x 4' SAWCUTTING  
2'4" x 4'

DATE RETURNED TO SENDER: \_\_\_\_\_

INSPECTION PERFORMED BY: Robert McCormick DATE 3/16/21

REVIEWED BY: [Signature] DATE 3/29/21

**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: April 18, 2024

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

Eighteen (18) bids were distributed and three bids were received for the April 16, 2024 bid opening for the referenced purchase contract. This contract provides a unit price for calcium hypochlorite tablets. Water Plant Operators use calcium hypochlorite in the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement.

Eagle Control Corporation, 23 Old Dock Road, Yaphank, NY 11980 was the low bidder in the amount of \$62,475.00. We have reviewed and checked the bid and find them in good order. Attached is a copy of the bid tabulation for your use. Eagle Control Corporation is currently the supplier of calcium hypochlorite tablets for the Village.

Funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals. (WE96004 541210)

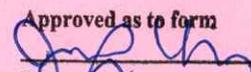
The contract will be for a term of one year retroactively beginning March 1, 2024, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

Accordingly, it is recommended that the contract,  
**2024 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET) REBID**  
be awarded to the lowest responsible bidder,

Eagle Control Corporation  
23 Old Dock Road  
Yaphank, NY 11980

in the amount of **\$62,475.00** for this contract total bid effective retroactively March 1, 2024 through February 28, 2025.

  
\_\_\_\_\_  
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**, on March 20, 2024, the bid received on February 13, 2024, for the “2024 Furnishing of Calcium Hypochlorite (Tablet)” was rejected; and on March 20, 2024, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2024 Furnishing of Calcium Hypochlorite (Tablet) Rebid”; and

**WHEREAS**, eighteen (18) bids were distributed and three (3) bids were received for the April 16, 2024, bid opening for the referenced purchase contract; and

**WHEREAS**, Eagle Control Corporation, 23 Old Dock Road, Yaphank, NY 11980, was the lowest bidder in the amount of \$62,475.00; and they are the current supplier of calcium hypochlorite tablets for the Village; 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, all unit prices shall remain in effect for the extension of the contract; and

**WHEREAS**, funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals. (WE96004 541210); 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 effectuate any documentation necessary to award the “2024 Furnishing of Calcium Hypochlorite (Tablet) Rebid” to Eagle Control Corporation, 23 Old Dock Road, Yaphank, NY 11980, in the amount of \$62,475.00 for a retroactive term from March 1, 2024 to February 28, 2025, with an option for two (2) one-year extensions if mutually accepted.

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 FREEPO  
ENGINEERING DIVISION**

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

**DATE: April 16, 2024**

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

**NEW ENGLAND IMPORTERS LI  
611 MAIN STREET UNIT 302  
WINCHESTER, MA 01890**

**TWIN-COUNTY SWIMMING POOL  
797 CONKLIN STREET  
FARMINGDALE, NY 11735**

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	BID QUANTITY	EAGLE CONTROL CORP.		NEW ENGLAND IMPORTERS LI		TWIN-COUNTY SWIMMING POOL	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	CALCIUM HYPOCHLORITE (TABLET) FOR FREEPORT WATER DEPARTMENT	50 LB. CONTAINERS	350	12	\$ 178.50	\$62,475.00	\$ 210.00	\$ 73,500.00	\$ 368.00	\$ 128,800.00
<b>TOTALS</b>						<b>\$62,475.00</b>		<b>\$ 73,500.00</b>		<b>\$ 128,800.00</b>

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 March 25, 2024

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 20, 2024:

It was moved by Trustee Squeri, seconded by Trustee Martinez 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; and

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

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

**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	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	Excused
Mayor Kennedy	In Favor

cc:

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

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 March 25, 2024

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 20, 2024:

It was moved by Trustee Squeri, seconded by Trustee Martinez 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) 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	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**April 29, 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.