

4. GRANTS ADMINISTRATOR –

- a) Request retroactive approval to submit an application for the 2025 DollarWise Innovation Grant Program for the anticipated amount of \$10,000.

5. PUBLIC WORKS – Robert R. Fisenne

- a) Request to award the “Demolition of Residential Houses” to S&M Prompt Rubbish Removal Service Inc., 425 West Sunrise Highway, Freeport, New York 11520, the lowest responsible bidder meeting bid specifications, in the amount of \$240,396.
- b) Request approval to extend the requirements contract “2023 Annual Catch Basin and Road Panel Contract” with Nicolino Construction Co., Inc., 555 Southside Avenue, Freeport, New York 11520, from March 1, 2025 through February 28, 2026, in the amount of \$326,700, with no increase in prices.
- c) Request approval to extend the “2023 Annual Fence Contract” with Island Fence Co., 964 Front Street, Uniondale, New York 11553, from March 1, 2025 through February 28, 2026, in the amount of \$54,275, with no increase in prices.
- d) Request approval to extend the “2021 Disposal Services for Municipal Solid Waste” contract with Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, New York 11590, from March 1, 2025 through February 28, 2027, in the amount of \$320,000, with no increase in prices.
- e) Request to advertise a Notice to Bidders for “Woodcleft Canal Drainage Improvement Project Phase 2” in the Freeport Herald on November 21, 2024, with a return date of December 10, 2024.
- f) Request to advertise a Notice to Bidders for “Woodcleft Canal Drainage Improvement Project Phase 3” in the Freeport Herald on November 21, 2024, with a return date of December 10, 2024.

6. VILLAGE ATTORNEY – Howard E. Colton

- a) Request to amend the vehicle and traffic regulations as follows:
Sec. 42. Two-hour parking at all times unless otherwise indicated.

No person shall park a vehicle for a period longer than two consecutive hours in the following places, at any time or at the times indicated:

ADD:

Porterfield Place, south side, from the westerly curblineline of South Long Beach Avenue west for a distance of 252 feet.

7. WATER & SEWER – Robert R. Fisenne

- a) Request approval to extend the “2024 Furnishing of Calcium Hypochlorite (Tablet) Rebid with Eagle Control Corp., 23 Old Dock Road, Yaphank, New York 11980, from

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

- March 1, 2025 through February 28, 2026, in the amount of \$62,475, with no increase in prices.
- b) Request approval to extend the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2024” contract #2 with T. Mina Supply Inc., 17 Expressway Drive North, Medford, New York 11763, from March 1, 2025 through February 28, 2026, with no increase in prices.
 - c) Request approval to extend the “2023 Furnishing of Sodium Hexametaphosphate” with Chemrite Inc., 5202 Belle Wood Court, Suite 104, Buford, Georgia 30518, from March 1, 2025 through February 28, 2026, in the amount of \$107,600

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.

5:30 PUBLIC HEARING

To consider an amendment to Chapter 138 of the Village Code.

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

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: November 6, 2024

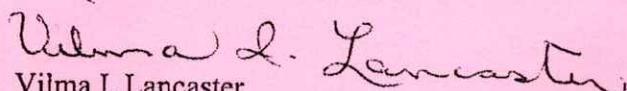
RE: Remove Exemptions from 2022/2023 to 2024/2025 Final Assessment Roll

A retro-active permission is requested for the Assessor to remove from 2022/2023 to 2024/2025 based on the years exemptions as stated below of the Final Assessment Rolls exemptions related to Veteran Owned Property. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 524 / 18	20 West End Ave	41101 Veteran / Eligible Funds	2024 – 3,050 2023 – 3,050 2022 – 3,050	Property Sold 10/07/2016
62 / C / 473 Unit 901	1 Anchorage Way	41131 Veteran War Time / Combat	2024 41131 - 506	Deceased 04/29/2024
62 / 187 / 816	61 Bryant St	41131 Veteran War Time / Combat	2024 – 780 2023 – 900 2022 - 906	Deceased 09/04/2015

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2024/2025 corrected property tax bill.


Vilma I. Lancaster
Village Assessor

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

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

WHEREAS, the below list consists of changes to assessed tax value after the adoption of the 2022/2023 to 2024/2025 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 524 / 18	20 West End Ave	41101 Veteran / Eligible Funds	2024 – 3,050 2023 – 3,050 2022 – 3,050	Property Sold 10/07/2016
62 / C / 473 Unit 901	1 Anchorage Way	41131 Veteran War Time / Combat	2024 41131 - 506	Deceased 04/29/2024
62 / 187 / 816	61 Bryant St	41131 Veteran War Time / Combat	2024 – 780 2023 – 900 2022 - 906	Deceased 09/04/2015

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

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

NOW THEREFORE BE IT RESOLVED that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2022/2023 to 2024/2025 Final Assessment Rolls and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez

VOTING
VOTING

Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: October 29, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Hold Harmless Agreement in Lieu of Insurance
Woodward Children's Center, 201 W. Merrick Rd., Freeport, NY 11520

Greg Ingino, Executive Director of the Woodward Children's Center, 201 W. Merrick Rd., Freeport, NY 11520 and member of the Freeport Chamber of Commerce met with the Electric Department regarding preparing holiday lights for village wide installation. Maintenance of the lights is typically performed by one of the Chamber of Commerce's licensed electrical contractors. However, none of the electricians are available. As part of a community outreach initiative, the Chamber would like to use some of Woodward's students to perform the bulb replacements and repairs to prepare the holiday lights for installation.

The lights are stored in the Chamber of Commerce's shed at Power Plant 1 adjacent to the new generator. The plan is to have three or four high school aged students along with the Executive Director or other supervisory personnel from Woodward School make the needed preparations. The students will not be left unsupervised.

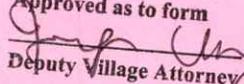
The Electric Department is scheduled to begin installing the lights on the poles on November 12th. The Chamber would like to begin maintenance on October 31, 2024. In order to facilitate this holiday lights maintenance and protect the interests of the Village, Woodward Children's Center executed a Hold Harmless Agreement in Lieu of Insurance. Attached for your review is the executed Hold Harmless Agreement in Lieu of Insurance.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the Hold Harmless Agreement in Lieu of Insurance executed by Woodward Children's Center, 201 W. Merrick Rd., Freeport, NY 11520 for holiday light maintenance on Village property during October/November 2024.



Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Approved as to form

Deputy Village Attorney

Attachment

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

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

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the executed Hold Harmless Agreement in Lieu of Insurance with Woodward Children’s Center, 201 W. Merrick Rd., Freeport, New York, 11520, for holiday light maintenance on Village property during October and November of 2024, retroactive to October 28, 2024; and

WHEREAS, Greg Ingino, Executive Director of the Woodward Children’s Center, 201 W. Merrick Rd., Freeport, New York, 11520, and Member of the Freeport Chamber of Commerce met with the Electric Department regarding preparing holiday lights for village wide installation; and

WHEREAS, as part of a community outreach initiative, the Chamber would like to use some of Woodward’s students to perform the bulb replacements and repairs to prepare the holiday lights for installation; and

WHEREAS, the lights are stored in the Chamber of Commerce’s shed at Power Plant 1 adjacent to the new generator; and

WHEREAS, the plan is to have three (3) or four (4) high school aged students along with the Executive Director or other supervisory personnel from Woodward School make the needed preparations; the students will not be left unsupervised; and

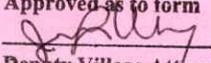
WHEREAS, the Electric Department is scheduled to begin installing the lights on the poles on November 12, 2024; the Chamber would like to begin maintenance retroactive to October 31, 2024; and

WHEREAS, in order to facilitate this holiday lights maintenance and protect the interests of the Village, Woodward Children’s Center executed a Hold Harmless Agreement in Lieu of Insurance; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves the executed Hold Harmless Agreement in Lieu of Insurance with Woodward Children’s Center, 201 W. Merrick Rd., Freeport, New York, 11520, for holiday light maintenance on Village property during October and November of 2024, retroactive to October 28, 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

HOLD HARMLESS AGREEMENT IN LIEU OF INSURANCE

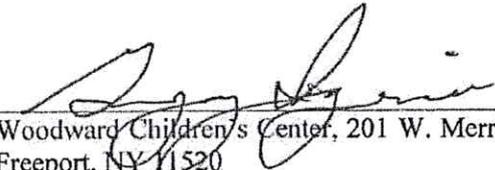
Re: Preparing Holiday Lights for Installation in October/November 2024 at Power Plant 1, 220 West Sunrise Hwy., Freeport, NY by Woodward Children's Center, 201 W. Merrick Rd., Freeport, NY 11520

Woodward Children's Center, 201 W. Merrick Rd., Freeport, NY 11520 (hereinafter Woodward) acknowledges that the Village of Freeport normally requires individuals who are not employed by the Village and are involved in activities on Village property in this case Freeport Power Plant 1 to carry General Liability insurance in which the Village of Freeport is named as additional insured by the user.

Woodward represents to the Village of Freeport that it is self-insured and in lieu of the provision by the Village of a certificate of insurance, Woodward agrees to save harmless and indemnify the Village of Freeport against and from all liabilities, obligation, damages, penalties, claims costs, charges and expenses, including without limitation reasonable attorney's fees which may be incurred by the Village of Freeport; by reason of any matter, cause or thing arising out of Woodward's use of any Village of Freeport property, proximately caused by Woodward, its employees, members or students; and to contribute to the Village of Freeport such sums as would have been recoverable by the Village of Freeport had Woodward maintained General Liability insurance of:

Bodily Injury and Property Damage one million dollars (\$1,000,000) per occurrence.

Dated: October 28, 2024


Woodward Children's Center, 201 W. Merrick Rd.,
Freeport, NY 11520

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: November 5, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Esri Maintenance Contract (Geographic Information System and Mapping Software)
3/1/2025 – 2/28/2026

Attached is a Software Maintenance Contract for the Village of Freeport's GIS and Mapping Software provided by Esri, Inc. This contract is necessary to ensure that the Village has licensing, map updates and software support for its Geographic Information System. This is required to support our versions of GIS mapping software and to be compatible with the Nassau County system. Several departments within the Village use this software extensively for various daily processing.

On March 30, 2023, the Board approved a five year contract with Esri. The annual price was fixed at \$9,300.00. However, due to high demand for GIS service, we are purchasing an additional desktop ArcMap license. This results in an annual price increase of \$1,006.73. Under NY Centralized Contract No. PM67345/Esri Contract No. 305303, the cost for the March 1, 2025 to February 28, 2026 contract period is a total of \$10,306.73.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the GIS and Mapping Software Maintenance Contract with Esri, Inc., 380 New York Street, Redlands, California 92373, from March 1, 2025 to February 28, 2026, at an annual cost of \$10,306.73. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available in this account to cover this cost.



Eric Rosmarin
Superintendent of Electric Utilities

Approved as to form



Deputy Village Attorney

ER:db
Attachment

Cc Howard Colton, Village Attorney
Taylor D'Orta, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Alvin McDaniel, Comptroller

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

WHEREAS, the Village of Freeport Electric Utility utilizes a Geographic Information System (GIS) and Mapping Software; and

WHEREAS, a maintenance contract is necessary to ensure that the Village has the appropriate licensing, map updates, and software support for the GIS System; and

WHEREAS, on March 30, 2023, the Board approved a contract with ESRI, Inc., 380 New York Street, Redlands, California 92373, for a term effective March 1, 2023 ending February 29, 2028 at a total cost of \$9,300.00; and

WHEREAS, due to high demand for GIS service, the Superintendent of Electric Utility is requesting Board approval for the purchase an additional desktop ArcMap license, an annual price increase of \$1,006.73; and

WHEREAS, under New York State Centralized Contract (PM67345/ESRI Contract No. 305303) with ESRI, Inc., 380 New York Street, Redlands, California, 92373, the GIS and Mapping Software contract will be for a term from March 1, 2025 to February 28, 2026, for a total of \$10,306.73; and

WHEREAS, the service will be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network) and there are sufficient funds to cover such expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate the GIS and Mapping Software contract between the Village of Freeport and ESRI, Inc., 380 New York Street, Redlands, California 92373, for a term from March 1, 2025 to February 28, 2026, for a total of \$10,306.73.

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



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 11/01/2024
To: Frank Prisciandaro
Organization: Village of Freeport
Fax #: 516-377-2247 **Phone #:** 516-377-2245

From: Pete Bennett
Fax #: 909-307-3083 **Phone #:** + 19093692063 Ext. 2063
Email: pbennett@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26247428
Document Date: 11/01/2024

**** Budgetary Quote****

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

Date: 11/01/2024

Quotation Number: 26247428

Contract Number: 305303

Village of Freeport
46 N Ocean Ave
Freeport NY 11520-3023
Attn: Frank Prisciandaro
Email: mis@freeportny.gov
Phone: 516-377-2245

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Pete Bennett

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 107352

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
For customers purchasing from the State of New York Centralized Contract No. PM67345/Esri Contract No. 305303, supplemental licensing terms and conditions for the Esri products also apply and can be found here http://www.esri.com/legal/software-license				
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 03/01/2025 End Date: 02/28/2026 Subscription ID: 9132938299	1,662.38	1,662.38
1010	2	86500 ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 03/01/2025 End Date: 02/28/2026 Subscription ID: 9132938299	1,329.90	2,659.80
2010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 03/01/2025 End Date: 02/28/2026	443.30	443.30

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

Page 2

Date: 11/01/2024

Quotation Number: 26247428

Contract Number: 305303

Item	Qty	Material#	Unit Price	Extended Price
Subscription ID: 9132938299				
3010	1	161328	5,541.25	5,541.25
ArcGIS Enterprise Standard Up to Four Cores Maintenance				
Start Date: 03/01/2025				
End Date: 02/28/2026				

Item Subtotal	10,306.73
Estimated Tax	0.00
Total	USD 10,306.73

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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380 New York St
Redlands, CA 92373-8118
Phone: + 190936920632063
Fax #: 909-307-3083

Quotation

Page 3

Date: 11/01/2024 **Quotation No:** 26247428 **Customer No:** 107352 **Contract No:** 305303

Item	Qty	Material#	Unit Price	Extended Price
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Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities March 31, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Village of Freeport Electric Utility utilizes GIS and Mapping Software; and

WHEREAS, a maintenance contract is necessary to ensure that the Village has the appropriate licensing, map updates, and software support for the GIS System; and

WHEREAS, under New York State Centralized Contract (PM67345/ESRI Contract No. 305303) with ESRI, Inc., 380 New York Street, Redlands, California, 92373, the price is \$9,300.00 (no increase from the previous year); and

WHEREAS, the service will be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network) and there are sufficient funds to cover such expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate the agreement between the Village of Freeport and ESRI, Inc., 380 New York Street, Redlands, California 92373, for a term effective March 1, 2023 ending February 29, 2028 at a total cost of \$9,300.00.

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 4, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Oracle America, Inc.
Software Update License and Support
3/1/2025 – 2/28/2026

Attached is the ordering document for the renewal of Oracle Database Licensing – technical support service number 1729401 (\$8,019.79). This order covers 2 processors used by the enQuesta V6 database. Oracle America, Inc. (Oracle) is a sole source provider so competitive quotes are not available. The database licensing must be renewed in order for the Systems & Software enQuesta billing system to be maintained. The licensing period runs from March 1, 2025, to February 28, 2026. There is an increase of \$594.06 (8%) in maintenance from this current fiscal year.

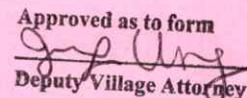
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the software update license and support service agreement with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448 at a cost of \$8,019.79 for the period March 1, 2025, to February 28, 2026. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this service. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available to cover this cost.



Eric Rosmarin
Superintendent of Electric Utilities

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 22, 2024, the Board approved the software update license and support service renewal with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448, for a cost of \$7,425.73 for a term from March 1, 2024 to February 28, 2025; and

WHEREAS, the Village of Freeport Electric Utility maintains and operates the enQuesta system for billing throughout the Village, software that is vital to the day-to-day operations of the Village; and

WHEREAS, the ordering documents for the renewal of Oracle Database Licensing – technical support service number 1729401 (\$8,019.79), and these documents cover 2 processors used by the enQuesta V6 database; and

WHEREAS, Oracle America, Inc. (Oracle) is a sole source provider, so competitive quotes are not available, and the database licensing must be renewed in order for the Systems & Software enQuesta billing system to be maintained; and

WHEREAS, this service was previously part of the Systems and Software contract but is now being billed separately by Oracle America, Inc., P.O. Box 203448, Dallas, Texas 75320-3448, a sole source provider (as previously determined by the Board on January 4, 2016); and

WHEREAS, the licensing period runs from March 1, 2025 to February 28, 2026, for a cost of \$8,019.79 (an increase of \$594.06 (8%) in maintenance from this current fiscal year); and

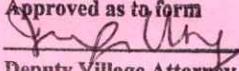
WHEREAS, this service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network); and

THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Mayor and Board of Trustees approve the software update license and support service renewal with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448, for a cost of \$8,019.79 for a term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney



1-Nov-24

Dear Frank Prisciandaro

Your technical support services are due for renewal.

Support Service Number: 1729401

Support Start Date: 1-Mar-25

Amount Due: USD 8,019.79 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 30-Jan-25.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



Technical Support Services Renewal Order

General Information

Customer: VILLAGE OF FREEPORT

Support Service Number: 1729401

Offer Expires: 28-Feb-25

Oracle: Oracle America, Inc.

Oracle Contact Information:

Oracle Premier Support Renewal Center

Call 1-888-545-4577

[Chat on My Support Renewals](#)

[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

Customer Quote To

Frank Prisciandaro

VILLAGE OF FREEPORT

220 W Sunrise Hwy

FREEPORT

NY 11520

United States

516.377.2490

fprisciandaro@freeportny.gov

Customer Bill To

AUDITOR'S OFFICE

INCORPORATED VILLAGE OF FREEPORT

46 N Ocean Ave

FREEPORT

NY 11520

United States

AUDITOR@FREEPORTNY.GOV

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

Service Details

Program Technical Support Services**Service Level:** Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Standard Edition - Processor Perpetual	13466188	2		FULL USE	1-Mar-25	28-Feb-26	8,019.79

Program Technical Support Fees: USD 8,019.79**Total Price: USD 8,019.79**

Excluding applicable tax

Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

Technical Support Services Terms

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, VILLAGE OF FREEPORT represents that Customer has authorized VILLAGE OF FREEPORT to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. VILLAGE OF FREEPORT agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. VILLAGE OF FREEPORT agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of INCORPORATED VILLAGE OF FREEPORT to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-2855725 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If VILLAGE OF FREEPORT is a tax exempt organization and is not an U.S. federal government entity, a copy of VILLAGE OF FREEPORT's tax exemption certificate must be submitted with VILLAGE OF FREEPORT's purchase order, credit card, or other acceptable form of payment.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If VILLAGE OF FREEPORT is a tax exempt organization, a copy of VILLAGE OF FREEPORT's tax exemption certificate must be submitted with VILLAGE OF FREEPORT's purchase order, check, credit card or other acceptable form of payment.

Payment Details

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 1729401
- Total Price: USD 8,019.79 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, VILLAGE OF FREEPORT agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

PayPal

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

eCheck

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 1729401
- Total Price: USD 8,019.79 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, VILLAGE OF FREEPORT agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- VILLAGE OF FREEPORT does not issue purchase orders.
- VILLAGE OF FREEPORT does not require a purchase order for the services ordered hereto.

VILLAGE OF FREEPORT certifies that the information provided above is accurate and complies with VILLAGE OF FREEPORT's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, VILLAGE OF FREEPORT agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms VILLAGE OF FREEPORT's commitment to pay for the services ordered in accordance with the terms of this renewal order.

VILLAGE OF FREEPORT

Authorized Signature

Name

Title

Signature Date



Please contact Oracle per the General Information section above to issue Your Payment Confirmation.

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

DIRECTIVE

TO: Al Livingston Jr, Superintendent of Electric Utilities January 24, 2024
FROM: Lisa DeBourg, Deputy Village Clerk

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

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

WHEREAS, on January 9, 2023, the Board of Trustees approved the software update license and support service renewal with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448, at a cost of \$11,552.78 for the period March 1, 2023, to February 29, 2024; and

WHEREAS, the Village of Freeport Electric Utility maintains and operates the enQuesta system for billing throughout the Village, software that is vital to the day-to-day operations of the Village; and

WHEREAS, the ordering documents for the renewal of Oracle Database Licensing – technical support service number 1729401 (\$7,425.73), and these documents cover 2 processors used by the enQuesta V6 database; and

WHEREAS, Oracle America, Inc. (Oracle) is a sole source provider, so competitive quotes are not available, and the database licensing must be renewed in order for the Systems & Software enQuesta billing system to be maintained; and

WHEREAS, this service was previously part of the Systems and Software contract but is now being billed separately by Oracle America, Inc., P.O. Box 203448, Dallas, Texas 75320-3448, a sole source provider (as previously determined by the Board on January 4, 2016); and

WHEREAS, the licensing period runs from March 1, 2024 to February 28, 2025, for a cost of \$7,425.73 (a decrease in maintenance cost as the Village is retiring the enQuesta V4 database server); and

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

THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Mayor and Board of Trustees approve the software update license and support service renewal with Oracle America, Inc., P.O. Box 203448, Dallas, TX 75320-3448, for a cost of \$7,425.73 for a term from March 1, 2024 to February 28, 2025.

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

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 6, 2024
To: Mayor Robert T. Kennedy
From: Keith Muchnick, Acting Superintendent of Electric Utilities
Re: Systems & Software, Inc.
Software Maintenance and Support
3/1/2025 – 2/28/2026

Attached is the cost quotation for the Annual Software Maintenance and Support Agreement with Systems & Software, Inc., for the period March 1, 2025 to February 28, 2026. This expense is necessary to ensure that the Village has enQuesta maintenance support. Since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies.

The total cost for the period March 1, 2025 to February 28, 2026 is \$ \$121,020.88. This amount includes the cost for enQuesta support and 3rd Party Software Maintenance. The cost for these two items in the current fiscal year is \$115,000.00. The price for the new fiscal year is \$118,020.49, an increase of \$3,020.49 (a 2.6% increase). The addition of bill prints for Electric and Water and the AMI Integration maintenance module added in 2024 increased the price by \$3000.39.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the Annual Software Maintenance and Support Agreement with Systems & Software, Inc., 10 E. Allen St, Suite 201, Winooski, VT 05404 at a cost of \$121,020.88 from March 1, 2025 to February 28, 2026. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this service. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available in this account to cover this cost.


Keith Muchnick
Acting Superintendent of Electric Utilities

KM:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 8, 2024, the Board approved the service of enQuesta and the 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a term from March 1, 2024 to February 28, 2025, for a total cost of \$115,000.00; and

WHEREAS, the Village of Freeport requires an annual contract for the support of the enQuesta system, software that is vital for the day-to-day operations of the Village; and

WHEREAS, the enQuesta system is a proprietary software system, whose maintenance cannot be bid to outside companies, so Systems & Software, Inc. is the only company able to provide maintenance to these systems; and

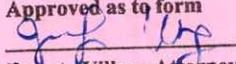
WHEREAS, the total cost for the period March 1, 2025 to February 28, 2026 is \$121,020.88; (this amount includes the cost for enQuesta support and 3rd Party Software Maintenance; the price for the support and maintenance in the new fiscal year is \$118,020.49, an increase of \$3,020.49 (a 2.6% increase); the additional cost of bill prints for Electric and Water and the AMI Integration maintenance module added in 2024 increased the price by \$3,000.39); and

WHEREAS, this expense will be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network]; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any and all documents necessary and proper to effectuate Annual Software Maintenance and Support Agreement with the service of enQuesta and the 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a term from March 1, 2025 to February 28, 2026, for a total cost of \$121,020.88.

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



October 31, 2024

Village of Freeport
46 North Ocean Ave.
Freeport, NY 11520
Attn: Frank Prisciandaro

RE: 2025/26 Maintenance – enQuesta

Dear Frank,

We appreciate you as a valued customer!

Your annual maintenance ensures that you have access to support staff to answer questions and address issues every weekday from 8:00am to 6:00pm, eastern time, and after-hours pager support. S&S also provides defined support levels to prioritize your business needs, access to training sessions, regular updates on functionality, and our annual HCTC conference (to be held in San Diego next year).

S&S is always enhancing our product, and this past year has been an emphasis on security. As part of your maintenance, we have improved many of the offerings for managed services (hosted) customers. Along with the IT Management offering we now have a complete compliance and cybersecurity program. This includes fully tested disaster recovery plan, incident response plan, vulnerability management, monthly patch management, system event and notification, among others.

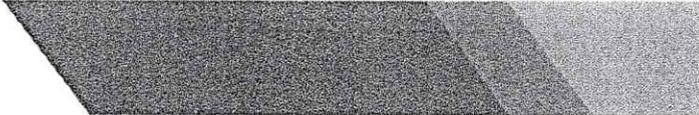
We also offer extended services that can be tailored to your needs:

- Enhanced Disaster Recovery - We can offer an enhanced DR service to meet your specific recovery time objective and recovery point objectives.
- Enhanced Backup Retention - We can work with you to meet your specific backup retention requirements over and above the baseline service offering.
- Customer Focused Disaster Recovery Testing - We will work with you directly to test the disaster recovery plan to ensure each customers unique DR needs are addressed.
- Audit Assistance - We will work with you to address any auditing related requirements that have to do with the managed services offerings.

Contact your Account Manager if you are interested in more information on the extended services described above.

The yearly maintenance amount from March 1, 2025, to February 28, 2026, is the following:

Product	Support Period		Total Invoice
enQuesta Support	3/1/2025	2/28/2026	100,183.98
Third Party Maintenance	3/1/2025	2/28/2026	17,836.51
Existing Water and Electric Bill Prints Modification (CQ-143	3/1/2025	2/28/2026	429.51
AMI Integration (CS-27785)	3/1/2025	2/28/2026	2,570.88
Total 2025 Renewal			\$121,020.88



S&S Terms and Conditions:

1. This quote is valid for all current services as of March 1, 2025, to February 28, 2026, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
3. Please provide an authorized signature indicating your acceptance of this quote for 2025/26 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Customer Success Manager.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below:

Customer/Organization: **Village of Freeport**

Date: _____

_____ Customer

Date: 10/31/2024

Michelle Gamble

Michelle Gamble, Director of Customer Success

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities January 10, 2024
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on November 29, 2021, the Board approved the September 1, 2021 addendum to the agreement with Systems & Software, 10 East Allen Street, Suite 201, Winooski, Vermont 05495, for the upgrade to enQuesta Version 6.1, at a cost of \$181,460.00; and on March 30, 2023, the Board approved to contract for the procurement of enQuesta and 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a period running retroactively from March 1, 2023 through February 29, 2024, at a cost of \$102,522.18; and

WHEREAS, the Village of Freeport requires an annual contract for the support of the enQuesta system, software that is vital for the day-to-day operations of the Village; and

WHEREAS, the enQuesta system is a proprietary software system, whose maintenance cannot be bid to outside companies, so Systems & Software, Inc. is the only company able to provide maintenance to these systems; and

WHEREAS, the maintenance and support contract will be for a term from March 1, 2024 to February 28, 2025, for a total cost of \$115,000.00 (an increase of \$12,477.82); and

WHEREAS, this expense will be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network]; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any and all documents necessary and proper to effectuate this service of enQuesta and the 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a term from March 1, 2024 to February 28, 2025, for a total cost of \$115,000.00.

The Clerk polled the Board as follows:

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

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

Trustee Sanchez
Mayor Kennedy

In Favor
In Favor

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

Board & Comm.

X Claims Examiner

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

OTHER

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: October 29, 2024

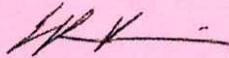
To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Legal Services Agreement
Duncan, Weinberg, Genzer & Pembroke, P.C.
March 1, 2025 – February 28, 2026

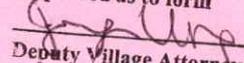
Attached is a legal services agreement for Duncan, Weinberg, Genzer & Pembroke, P.C. to continue to provide the Inc. Village of Freeport with legal services related to the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and matters that may arise from time to time such as the various issues associated with the LM6000 at Freeport's Power Plant 2. The not to exceed amount of the existing contract is \$100,000.00. The amount expended for the period March 1, 2024 to date is \$55,537.07. Attorney fees for the new fiscal year increased by \$10.00 per hour based on title.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Village enter into a legal services agreement with Duncan, Weinberg, Genzer & Pembroke, P.C. of 1667 K Street, N.W., Suite 700, Washington, DC 20006 for a not-to-exceed cost of \$100,000.00, payable at the rates contained in the agreement, for the term March 1, 2025 through February 28, 2026. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement. This service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense).



Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, the Village of Freeport's Electric Utility requires the performance of specialized legal services related to the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and other matters that may arise from time to time; and

WHEREAS, the Village of Freeport has been represented by the law firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. since approximately 1990; and

WHEREAS, the firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. is qualified to provide the services required; and

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

WHEREAS, the Superintendent of Electric Utilities has recommended that the Village continue to retain the services of Duncan, Weinberg, Genzer, & Pembroke, P.C.; and

WHEREAS, the Superintendent of Electric Utilities recommends that the contract be entered into from March 1, 2025 through February 28, 2026, for a not-to-increase cost of \$100,000.00; and

WHEREAS, attorney fees for the new fiscal year increased by \$10.00 per hour based on title; and

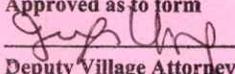
WHEREAS, this service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to execute any documentation necessary to effectuate the agreement for legal services between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street N.W., Suite 700, Washington, DC 20006, for a term effective March 1, 2025 through February 28, 2026, at a not-to-exceed cost of \$100,000.00 payable at the rates contained in the letter of agreement.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities November 28, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 27, 2023:

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

WHEREAS, the Village of Freeport's Electric Utility requires the performance of specialized legal services related to the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and other matters that may arise from time to time; and

WHEREAS, the Village of Freeport has been represented by the law firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. since approximately 1990; and

WHEREAS, the firm of Duncan, Weinberg, Genzer, & Pembroke, P.C. is qualified to provide the services required; and

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

WHEREAS, the Superintendent of Electric Utilities has recommended that the Village continue to retain the services of Duncan, Weinberg, Genzer, & Pembroke, P.C.; and

WHEREAS, the Superintendent of Electric Utilities recommends that the contract be entered into from March 1, 2024 until February 28, 2025, for a not-to-increase cost of \$100,000.00; and

WHEREAS, the hourly fees increased for all titles for the March 1, 2024 agreement; and the attorney fee increases ranged from \$10.00 to \$25.00 per hour based on title; and

WHEREAS, this service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to execute any documentation necessary to effectuate the agreement for legal services between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street N.W., Suite 700, Washington, DC 20006, for a term effective March 1, 2024 through

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

February 28, 2025 at a not-to-exceed cost of \$100,000.00 payable at the rates contained in the letter of agreement.

The Clerk polled the Board as follows:

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

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	



JEFFREY C. GENZER, ESQ.
Shareholder
1667 K Street, NW, Suite 700
Washington, DC 20006
Mobile: (202) 714-9724
Direct: (202) 791-3602
Office: (202) 467-6370
jcg@dwgp.com

October 28, 2024

VIA E-MAIL

Eric Rosmarin
Superintendent of Electric
Utilities Freeport Electric
Incorporated Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

Re: Legal Services Agreement (March 1, 2025 – February 28, 2026)

Dear Eric:

This Agreement is effective when executed, between Duncan, Weinberg, Genzer & Pembroke, P.C. (“Firm”), a District of Columbia professional corporation (EIN 52-1073544), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, and the Incorporated Village of Freeport, relating to representation associated with Freeport Electric (“Client” or “Village”). This Agreement will cover the annual period beginning March 1, 2025. The Client will be solely responsible for compensating the Firm of its fees and costs.

The Firm hereby agrees to perform legal services for and on behalf of Client and Client hereby authorizes the Firm to perform legal services with regard to matters as may be mutually agreed. We have directly represented the Village since at least 1990 and we look forward to continuing that representation. For our work for the Village, our estimate of fees for the period ending February 28, 2026, is \$100,000. This estimate excludes the cost of a rate case before the New York Public Service Commission.

The Firm will be compensated for professional services at the following hourly rates through February 28, 2026, with the new rates (in parentheses) in effect from March 1, 2025:

Principals/Of Counsel	\$405/hr (\$415)
Senior Associates	\$355/hr (\$365)
Associates	\$325/hr(\$335)

Non-Attorney Staff	\$265/hr
Senior Paralegal Staff	\$215/hr
Other Paralegal Staff and Law Clerks	\$195/hr

The Firm may assign other attorneys at comparable hourly rates as set forth above. The Firm will submit monthly itemized bills, due upon receipt, for professional legal service fees at the above rates, and reimbursable expenses which may include, but are not limited to: travel expenses, long distance telephone charges, on-line computer research, photocopying charges, postage and delivery costs, filing fees, word processing charges, transcript costs, support staff overtime and notary fees, and the cost and expenses, if any, of consultants retained by the Firm with the approval of the Client.

Either Client or Firm may terminate this Agreement, with or without cause, by giving a written termination notice to the other, any such termination to be effective upon receipt of the notice. In the event of such termination, any unpaid amount due to the Firm for professional services rendered and expenses incurred prior to termination, shall remain due and payable. Further, the Firm may exercise such right of termination only to the extent and under terms and conditions consistent with the obligations of the Firm under the Code of Professional Responsibility applicable in the District of Columbia.

We appreciate the continued opportunity to work with the Incorporated Village of Freeport, Freeport Electric. Please indicate your agreement by signing below and forward one copy for our files. We have also attached our Standard Terms of Engagement for Legal Services, which are incorporated by reference herein.

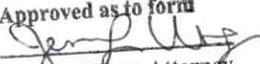
Sincerely,

/s/ Jeffrey C. Genzer

Jeffrey C. Genzer

Agreed:

On behalf of the Incorporated Village of Freeport

Approved as to form

 Deputy Village Attorney

Dated: _____

cc: Donna Barr

DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.

Standard Terms of Engagement for Legal Services

We appreciate your selection of Duncan, Weinberg, Genzer & Pembroke, P.C. ("DWGP" or "Firm") to represent you. The purpose of this document is to provide you with important information about the scope of this engagement, our fees and billing policies, and other terms that will govern our relationship. It has been our experience that this document is helpful to both the client and the Firm as a way of clarifying our relationship. This agreement is with Incorporated Village of Freeport ("Client"). The Client will be solely responsible for compensating the Firm for its fees, costs and expenses.

Unless modified by the Legal Services Agreement forwarded along with this enclosure, this document sets forth the standard terms of our engagement as your lawyers. We therefore ask that you carefully review it to ensure that you understand and agree to our respective responsibilities. If you have any questions concerning the matters discussed below, please contact us promptly so that we may address them with you. We suggest that you retain a copy of this document with your signed copy of the accompanying Legal Services Agreement, as these terms will be an integral part of our agreement with you.

Scope of Engagement

The accompanying Legal Services Agreement describes the work we are to perform on your behalf. We want you to have a clear understanding of the legal services we will provide and encourage you to review the letter and to discuss with us any questions you may have concerning these services.

We will at all times act on your behalf to the best of our ability. The Firm provides personal attention to each client's needs and maintains a flexible approach to achieving desired results in the most cost-effective manner. During the course of our representation, you may seek our professional opinion regarding the likely outcome of your legal matters. Any expressions (solicited or otherwise) on our part concerning such possible outcomes are expressions of our best professional judgment, but are not guarantees.

We continually evaluate whether there are any conflicts of interest that would interfere with our representation of a client's interests. Should we determine in the course of our representation that a conflict has arisen, we will promptly notify you. We similarly ask you to notify us if you become aware of any potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

We wish to emphasize that DWGP provides a wide array of legal services to many clients throughout the country. These services include legislative and administrative representation on matters that may directly or indirectly affect the Client's interests. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in our accompanying Legal Services Agreement, our clients waive objection to any conflict of interest that might be

deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on their behalf. Your waiver will permit us to represent another client in advocating a change in law or policy in areas such as environmental law, energy and utility law, communications law, municipal law, and intellectual property law, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests. It is also possible that some of our current or future clients will have disputes with you during the time we are representing you. We therefore also ask each of our clients to agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such clients in those unrelated matters are directly adverse to yours.

In the event the Client's interests and one or more of our other current clients' interests diverge, or at any time either our representation of the Client or one of our other current clients will be or is likely to be adversely affected because of a conflict of any kind, we reserve the right to withdraw as the Client's representative. In the event of such withdrawal, you consent on behalf of the Client to the Firm's continued representation of other clients in the capacity in which we currently represent them. The Client may experience possible extra expense, inconvenience, or other disadvantages if an actual conflict of position should later arise that requires the lawyer to terminate the representation. In all cases, we will preserve the confidentiality of all non-public information that the Client provides us. Your signature on the attached Legal Services Agreement will constitute the Client's agreement to the waivers requested in this and the prior paragraphs.

How Fees Will Be Set

Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the codes of professional responsibility for the jurisdictions in which we practice. Fees will be based primarily on our standard hourly billing rates in effect at the time the work is performed and the numbers of hours worked. Each attorney, legal assistant (paralegal), and law clerk is assigned a standard hourly billing rate, based on the person's experience, years of practice, special expertise, and professional achievement. The accompanying Legal Services Agreement details the current billing rates for these categories of legal professionals. The Firm typically adjusts these rates on an annual basis to reflect current levels of legal experience, changes in overhead costs, and other factors.

Time for which a client will be charged will include, but are not limited to telephone and office conferences with the client, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigations; legal research; preparation of responses to clients' requests for us to provide information to their auditors; drafting of letters, pleadings, briefs, memoranda, and other documents; travel time; and time in depositions, other discovery proceedings, and in court. We charge our time in units of one tenth of an hour.

Costs and Expenses

The Firm will submit monthly itemized bills, due upon receipt, for professional legal service fees at the above rates and reimbursable expenses, which may include, but are not limited to travel expenses, telephone conference call charges, on-line computer research, photocopying charges, postage and delivery costs, filing fees, transcript costs, support staff overtime and notary fees, and the cost and expenses, if any, of consultants retained by the Firm with the approval of the Client.

The Firm does not accept liability for the fees, costs, or expenses of any other consultants or contractors that Client may retain. However, as a convenience to the Client and as may be required for the representation the Firm undertakes, the Firm in certain circumstances may serve as a pass-through of such non-DWGP fees and payments on behalf of Client. Where the Firm serves as a conduit for the pass-through of the consultant's/contractor's fees, costs, or expenses to the Client, the consultant/contractor must agree, in a separate written agreement between the Firm and the consultant/contractor, that the latter will be paid only when the Client pays the Firm's invoice in full, and that any failure to pay the consultant's/contractor's invoice will be a dispute solely between consultant/contractor and Client and not between the Firm and Client nor between the Firm and consultant/contractor.

In those situations in which we agree to allow Client's outside consultant/contractor fees, costs, and expenses to be passed through the Firm's invoices, such pass-through will be allowed only if (1) consistent with all applicable Bar rules, (2) expressly addressed in both a written agreement between the Firm and the Client and in a written agreement between the Firm and the consultant/contractor, and (3) the language of such agreements states that consultant's/contractor's passed-through fees, costs, and expenses will be paid by our Firm only to the extent paid by the Client and that the Firm retains the right to withhold payment of such passed-through fees, costs, and expenses until the Client pays 100% of the Firm's own fees, costs, and expenses.

We reserve the right to make (at the Client's expense), and retain, copies of all documents generated or received by us in the course of our representation. When the Client requests documents from us, copies that we generate shall also be made at your expense, including both professional fees for time expended in reviewing files to be copied and reproduction costs.

Billing Arrangements and Terms of Payment

Our invoices are payable upon receipt, but in no event later than 30 days after the invoice date. Please be advised that the Firm will impose a service charge, at the rate of 1.5% per month (i.e., an annual percentage rate of eighteen percent (18%)) on unpaid amounts that have been delinquent for thirty (30) days or longer. This service charge will be added to any balance due on the date of the next billing, and any payments made by you on this balance due will first be credited to any accrued service charges, then to the oldest outstanding principal balance.



We will notify you promptly if your account becomes delinquent, and you agree to bring current the amounts due when so notified. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to postpone or defer providing additional services or to withdraw from the representation and pursue collection of your account. If collection activities are necessary, you agree to pay to us any costs we may incur in collecting the debt, including court costs, filing fees, and a reasonable attorney's fee.

The Firm requires a retainer from new clients equal to the expected fees and expenses projected for a month or two. The Firm deposits all amounts received from clients for retainers in a DC Bar Association sanctioned trust account, with the interest earned on that account being retained by the DC Bar Foundation for charitable purposes. Please note that the Firm does not intend for clients to use the retainer to pay for the bills rendered by the Firm. Rather, the retainer functions much like a security deposit, representing a guarantee of funds available to the Firm if payment is not received from the client, in which case the Firm will draw funds from the retainer as needed to cover the amount outstanding of that client's bill. To the extent the Firm draws down a client's retainer due to non- or insufficient payment, the client will be expected to restore the retainer to its required amount. The Firm will return the unused portion of the retainer, without interest, to the client upon the termination of the representation and the client's payment of all outstanding bills.

Termination of Representation

Upon our notification, you may terminate our representation at any time, with or without cause. As a result of such termination, upon your request, we will promptly return to you any papers or property that you have given to us, subject to our rights, where permitted by applicable rules of professional conduct, to retain such papers or property as security for the payment of any outstanding fees, costs or expenses. We will retain our own work-product pertaining to the case for a reasonable period of time after such termination. Your termination of our services will not affect your responsibility for payment of legal services rendered and costs and expenses incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example nonpayment of fees or costs; misrepresentation of, or failure to disclose, material facts; action contrary to our advice; conflict of interest with another client; or, if in our judgment, any fact or circumstance would render our continuing representation unlawful or unethical. If withdrawal ever becomes necessary, we will take all reasonable measures to ensure a smooth transition to new counsel. Your signature on the Legal Service Agreement accompanying this document constitutes your agreement not to contest our motion to withdraw from any court or administrative proceeding in these circumstances.

Document Retention

You are entitled upon written request to any files in our possession relating to the legal services performed by us to you, excluding our internal accounting records and other documents not reasonably necessary to your representation, subject to our right to make and maintain copies

of any files withdrawn by you. We will maintain electronic copies of your files to the extent required by contract or legal requirement and our ethical responsibilities. We will provide you with completed documents or file those documents with the appropriate authorities, in which case we will no longer be responsible for maintaining those documents. Once your matter is concluded, we will close your file, and you will receive notice thereof.

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 1, 2024

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Bid #23-03-ELEC-655 – 300,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55
Extension of Bid Term

The Board of Trustees awarded Bid #23-03-ELEC-655 – 300,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55 to Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801 on May 1, 2023, for a two year term ending February 28, 2025. In accordance with the contract terms, the Village reserved the right to extend the contract for one additional year. The Superintendent of Electric Utilities wishes to exercise the extension option. The kerosene is needed to run the engine at Power Plant 2.

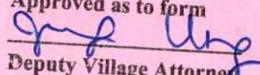
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees approve the one year extension (March 1, 2025 to February 28, 2026) of Bid #23-03-ELEC-655 – 300,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55 awarded to Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801 for the same rate as the original proposal. Further, that the Mayor be authorized to execute any and all documents necessary to effectuate this agreement. The cost of the kerosene will be charged to Account #E7141006 510000. The Electric Department has sufficient funds in this account for this expense.



Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

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

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 May 1, 2023, the Board awarded the bid for the 300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55, Bid #23-03-ELEC-655, to Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, for the Argus New York Harbor Barge ULSK #1 + \$0.7046/gallon delivered to Freeport for a contract term running from May 1, 2023 to February 28, 2025 with a one-year extension option subject to the mutual consent of both parties; and

WHEREAS, the Superintendent of Electric Utilities wishes to exercise the extension option to extend the contract for one (1) additional year; and

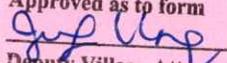
WHEREAS, the one-year extension term with Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, will begin on March 1, 2025 to February 28, 2026, for the same rate as the original proposal; and

WHEREAS, the cost for the fuel oil will be charged to Account #E 7141006 510000 – Production Expense for the Combustion Turbine (LM6000) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the 300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55, Bid #23-03-ELEC-655, with Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, for the Argus New York Harbor Barge ULSK #1 + \$0.7046/gallon delivered to Freeport for the one-year extension term from March 1, 2025 to February 28, 2026.

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



October 1, 2024

Mr. Joseph S. Smith
Vice President
Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801

**RE: Incorporated Village of Freeport – Letter Agreement
Bid #23-03-ELEC-655 - 300,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55**

Dear Mr. Smith

This Letter Agreement relates to the above-referenced bid for 300,000 Gallons, More or Less, Fungible Aviation Kerosene, Grade 55 (hereinafter referred to as Kerosene Bid) approved by the Incorporated Village of Freeport's Board of Trustees on May 1, 2023. As set forth in the Kerosene Bid agreement, the term of the agreement runs from May 1, 2023 to February 28, 2025. However, the Village reserves the right to extend the contract for one additional year, upon mutual consent of the Parties. The Village would like to extend the contract term to February 28, 2026. Therefore, the Inc. Village of Freeport is requesting that Sprague Operating Resources LLC agree to extend the Agreement to February 28, 2026.

All other terms of the Village's Kerosene Bid agreement shall remain in effect. Please have this Letter Agreement signed by a duly authorized officer of Sprague Operating Resources LLC and return the executed version by email.

Sincerely,
INC. VILLAGE OF FREEPORT

By: _____
Robert T. Kennedy
Mayor

**Accepted and Agreed
As of the Date First Written Above:**

SPRAGUE OPERATING RESOURCES LLC

By: JOSEPH S. SMITH
JOSEPH S. SMITH (Oct 31, 2024 08:58 EDT)
Joseph S. Smith, Vice President
October 31, 2024

First in Value First in Service
Village of Freeport
46 North Ocean Avenue, Freeport, New York 11520
Tel: 516-377-2220 Fax: 516-377-2359 www.freeportelectric.com

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities 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 Squeri, seconded by Deputy Mayor Ellerbe that the following resolution be adopted:

WHEREAS, on February 27, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders, for “300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55”, Bid #23-03-ELEC-655; and

WHEREAS, at the bid opening on March 28, 2023, the Electric Department received one (1) bid response for the referenced contract; and

WHEREAS, the sole responsible bidder was submitted by Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, for the Argus New York Harbor Barge ULSK #1 + \$0.7046/gallon delivered to Freeport; and

WHEREAS, the term of this contract is a term running from May 1, 2023 to February 28, 2025 with a one-year extension option subject to the mutual consent of both parties; and

WHEREAS, the cost for the fuel oil will be charged to Account #E 7141006 510000 – Production Expense for the Combustion Turbine (LM6000) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55, Bid #23-03-ELEC-655, to Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, for the Argus New York Harbor Barge ULSK #1 + \$0.7046/gallon delivered to Freeport for a contract term running from May 1, 2023 to February 28, 2025 with a one-year extension option subject to the mutual consent of both parties.

The Clerk polled the Board as follows:

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

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

Mayor Kennedy

In Favor

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

Board & Comm.

X Claims Examiner

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

OTHER

VILLAGE OF FREEPORT

INTERDEPARTMENT CORRESPONDENCE

To: Mayor Robert Kennedy
From: Alvin McDaniel  
Date: October 31, 2024
Re: 2025 DollarWise Innovation Grant Program

Permission is requested to retroactively authorize the approval to apply for the 2025 DollarWise Innovation Grant Program. The grant application is due November 15, 2024. The total cost of the project is anticipated to be \$10,000.00. The documents filed for this project describe the Village's intent to submit a funding request in the approximate amount of \$10,000.00.

The program will award seven \$10,000.00 grants to cities or their designated nonprofits to promote innovation in advancing economic mobility in their city. Every year they welcome applications from a broad variety of economic mobility programs. This year they are particularly interested in the following categories:

- Programs for returning citizens
- **Programs to expand childcare services**
- Programs that assist immigrant populations
- Programs that remove specific barriers to mobility (e.g.: driver's license restoration, record expungement, transportation costs)

The purpose of the **DollarWise Innovation Grant program** is to promote replicable innovation in any of the above categories.

Therefore, I request that the following resolution be adopted:

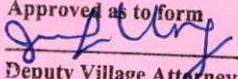
WHEREAS, the Village is submitting a 2025 DollarWise Innovation Grant Program in the amount of \$10,000.00; and

WHEREAS, the deadline to submit the grant is, November 15, 2024, thus making this request retroactive;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees for the Incorporated Village of Freeport hereby determines that Mayor Robert T. Kennedy is the representative

authorized to act on behalf of the Board of Trustees for the Incorporated Village of Freeport in all matters related to grant funding; and

BE IT FURTHER RESOLVED, that the Mayor is also hereby authorized to submit a grant application to apply to the 2025 DollarWise Innovation Grant Program and otherwise act for the Board of Trustees for the Incorporated Village of Freeport, its governing body, in all matters related to the Project.

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village is submitting a 2025 DollarWise Innovation Grant Program in the amount of \$10,000.00; and

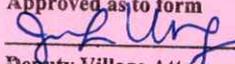
WHEREAS, the deadline to submit the grant is, November 15, 2024, thus making this request retroactive; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees for the Incorporated Village of Freeport hereby determines that Mayor Robert T. Kennedy is the representative authorized to act on behalf of the Board of Trustees for the Incorporated Village of Freeport in all matters related to grant funding; and

BE IT FURTHER RESOLVED, that the Mayor is also hereby authorized to submit a grant application to apply to the 2025 DollarWise Innovation Grant Program and otherwise act for the Board of Trustees for the Incorporated Village of Freeport, its governing body, in all matters related to the Project retroactive to November 15, 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



THE UNITED STATES
CONFERENCE OF MAYORS

2025 DollarWise Innovation Grant Application

Mayor and Contact Information

The Application Period for the United States Conference of Mayors "DollarWise" Economic Mobility Grants is now open. The program will award seven \$10,000 grants to cities or their designated nonprofits to promote innovation in advancing economic mobility in their city.

Every year we welcome applications from a broad variety of economic mobility programs. This year we are particularly interested in the following categories:

- Programs for returning citizens
- Programs to expand childcare services
- Programs that assist immigrant populations
- Programs that remove specific barriers to mobility (e.g.: driver's license restoration, record expungement, transportation costs)

The purpose of the **DollarWise Innovation Grant program** is to promote replicable innovation in any of the above categories.

We anticipate that the application process should only take 30 minutes to complete. We encourage answers to be informative but concise. Winners will be announced at the US Conference of Mayors Winter meeting, January 17-19, 2025, in Washington DC. The application deadline is **Friday, November 15th, 2024, at 5 pm ET.**

If you have any questions, please contact U.S. Conference staff Mar'Quon Frederick at mfrederick@usmayors.org

Who is filling out this survey? *

- I am the Mayor

I am filling it out on behalf of the Mayor

Mayor Information *

Mayor's Name: *

City *

State *

Next

0%

Alvin McDaniel

From: Aaron Klein <aaronkleinmba@gmail.com>
Sent: Thursday, October 31, 2024 10:56 AM
To: Robert T. Kennedy; Howard Colton
Cc: Alvin McDaniel
Subject: (External E-mail)Re: (External E-mail)2025 DollarWise Innovation Grant Program

Hello,

I submitted the application for Rec Center, saying we could do expanded childcare hours. Alvin is putting together an Agenda item for the 11/18 Board of Trustees meeting.

Thank you,
Aaron

From: Robert T. Kennedy <rkennedy@freeportny.gov>
Sent: Wednesday, October 16, 2024 6:53 PM
To: Aaron Klein <aaronkleinmba@gmail.com>; Howard Colton <hcolton@freeportny.gov>
Subject: Fwd: (External E-mail)2025 DollarWise Innovation Grant Program

[Get Outlook for iOS](#)

From: Tom Cochran <actionalert@usmayors.org>
Sent: Wednesday, October 16, 2024 4:29 PM
To: Robert T. Kennedy <rkennedy@freeportny.gov>
Subject: (External E-mail)2025 DollarWise Innovation Grant Program

[View this email in your browser](#)

DollarWise Economic Mobility Grant is now open. The program will award seven **\$10,000 grants** to cities or their designated n

APPLY HERE

bility programs. This year, we are particularly interested in the following categories:

tion, record expungement, transportation costs)

pplicable innovation in the economic mobility field.

ie Bank of America Charitable Foundation, DollarWise's founding sponsor.

complete. We encourage answers to be informative but concise. Winners will be announced at the U.S. Conference of May

@usmayors.org





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

To: Mayor Robert T. Kennedy

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

Date: November 6, 2024

RE: DEMOLITION OF RESIDENTIAL HOUSES

Nineteen (19) bids were distributed and four (4) bids were received on October 29, 2024 for the referenced contract. The project calls for the demolition of the following properties that are in a state of disrepair and abandoned:

170 Whaley Street, Freeport, NY 11520
188 Independence Avenue, Freeport, NY 11520
313 Nassau Avenue, Freeport, NY 11520
122 Sportsmans Avenue, Freeport, NY 11520

Funding for this project will come from the Village General Fund (A149004 540130). It is anticipated that the Village Treasurer's office will need to do a budget transfer to this account to ensure there is funding to cover the expenditures. The Village will bill the property owner for all work performed along with an administrative fee. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use.

It is recommended that the following contracts and costs:

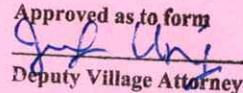
Contract	Address	Total Bid
Contract A	170 Whaley Street, Freeport, NY 11520	\$51,706.00
Contract B	188 Independence Avenue, Freeport, NY 11520	\$61,991.00
Contract C	313 Nassau Avenue, Freeport, NY 11520	\$78,999.00
Contract D	122 Sportsmans Ave., Freeport, NY 11520	\$47,700.00

be awarded to the lowest responsible bidder.

Accordingly, it is recommended that the contract "**DEMOLITION OF RESIDENTIAL HOUSES**" be awarded to the lowest responsible bidder, **S&M Prompt Rubbish Removal Service Inc., 425 West Sunrise Highway, Freeport, New York 11520**, in the total amount of **\$240,396.00**. total bid for all four contracts.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Board authorized the Village Clerk to publish a Notice to Bidders for the “Demolition of Residential Houses”; and

WHEREAS, nineteen (19) bids were distributed and four (4) bids were received on October 29, 2024 for the referenced contract; and

WHEREAS, the project calls for the demolition of the following residences that are in a state of disrepair and are now considered nuisance buildings:

170 Whaley Street
188 Independence Avenue
313 Nassau Avenue
122 Sportsmans Avenue

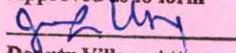
WHEREAS, the lowest and responsible bidder was submitted by S&M Prompt Rubbish Removal Service Inc., 425 West Sunrise Highway, Freeport, New York 11520, in the total amount of \$240,396.00; for all four contracts; and

WHEREAS, funding for this project will come from the Village General Fund (Account # A149004 540130); it is anticipated that the Village Treasurer’s office will need to do a budget transfer to this account to ensure there is funding to cover the expenditures; the Village will bill the property owner for all work performed along with an administrative fee; 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 sign all documents necessary to award the for the “Demolition of Residential Houses” to S&M Prompt Rubbish Removal Service Inc., 425 West Sunrise Highway, Freeport, New York 11520, in the total amount of \$240,396.00; for all four contracts.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: DEMOLITION OF RESIDENTIAL HOUSES

BID

DATE: October 29, 2024

S&M PROMPT RUBBISH REMOVAL SERVICE INC 425 WEST SUNRISE HIGHWAY FREEPORT, NY 11520	CAPITOL RENOVATION CORP 1596 VESTRY ROAD WANTAGH, NY 11793
------------------------------------------------------------------------------------------	------------------------------------------------------------------

ITEM NO.	DESCRIPTION	BID QUANTITY	TOTAL COST	TOTAL COST
CONTRACT "A"	DEMOLITION OF 170 WHALEY STREET FREEPORT, NY 11520	1 LS	\$51,706.00	\$114,110.00
CONTRACT "B"	DEMOLITION OF 188 INDEPENDENCE AVENUE FREEPORT, NY 11520	1 LS	\$61,991.00	\$97,860.00
CONTRACT "C"	DEMOLITION OF 313 NASSAU AVENUE FREEPORT, NY 11520	1 LS	\$78,999.00	\$118,110.00
CONTRACT "D"	DEMOLITION OF 122 SPORTSMANS AVENUE FREEPORT, NY 11520	1 LS	\$47,700.00	\$84,110.00
TOTALS			\$240,396.00	\$414,190.00

**INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION**

PROJECT: DEMOLITION OF RESIDENTIAL HOUSES

BID DATE: October 29, 2024

WATRAL BROTHERS, INC
45 SOUTH 4TH STREET
BAY SHORE, NY 11706

COSTAS CONSTRUCTION
401 SAW MILL RIVER ROAD
YONKERS, NY 10701

ITEM NO.	DESCRIPTION	BID QUANTITY	TOTAL COST	TOTAL COST
CONTRACT "A"	DEMOLITION OF 170 WHALEY STREET FREEPORT, NY 11520	1 LS	\$139,500.00	\$143,500.00
CONTRACT "B"	DEMOLITION OF 188 INDEPENDENCE AVENUE FREEPORT, NY 11520	1 LS	\$123,400.00	\$139,000.00
CONTRACT "C"	DEMOLITION OF 313 NASSAU AVENUE FREEPORT, NY 11520	1 LS	\$118,200.00	\$149,000.00
CONTRACT "D"	DEMOLITION OF 122 SPORTSMANS AVENUE FREEPORT, NY 11520	1 LS	\$129,600.00	\$175,000.00
TOTALS			\$510,700.00	\$606,500.00

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

To: Mayor Robert T. Kennedy

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

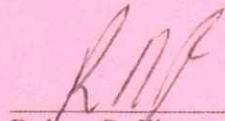
Date: October 29, 2024

Re: 2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT

At the Village Board of Trustees meeting on February 6, 2023, the referenced requirements contract was awarded to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 for \$326,700.00. The Contract was set up as a one-year contract expiring on February 29, 2024, with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on November 13, 2023, the contract was extended for the first one-year term from March 1, 2024 until February 28, 2025. Fiscal year to date, we have spent \$152,317.68 under this contract. Funding for this work will come from various Village accounts, depending on where the work is performed.

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

Accordingly, we are recommending that the contract "2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT" be extended for an additional year, from March 1, 2025 until February 28, 2026, to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520, with no increase in the unit prices.



Robert R. Fisenne, P.E.

Approved as to form

Deputy Village Attorney

Encl.

c.

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

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

WHEREAS, on February 6, 2023, the Board awarded the 2023 Annual Catch Basin and Road Panel Contract to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 in the amount of \$326,700.00 for a term of one year beginning March 1, 2023 and ending on February 29, 2024, with an option for two one-year extensions if mutually accepted; and on November 13, 2023, the Board awarded to extend the contract for the “2023 Annual Catch Basin and Road Panel Contract” with Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520, for the first one-year extension term beginning on March 1, 2024 and ending February 28, 2025, with no increase in the unit prices; and

WHEREAS, fiscal year to date, the Village has spent \$152,317.68 under this contract; and

WHEREAS, the Superintendent of Public Works is requesting Board approval for the second and final one-year extension of the 2023 Annual Catch Basin and Road Panel Contract with Nicolino Construction from March 1, 2025 to February 28, 2026; and

WHEREAS, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension, with no increase in the unit prices; and

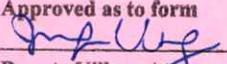
WHEREAS, funding for this work will come from various Village accounts, depending on where the work is performed; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the “2023 Annual Catch Basin and Road Panel Contract” with Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520, for the second and final one-year extension term beginning on March 1, 2025 and ending on February 28, 2026, with no increase in the unit prices.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT

CONTRACTOR: Nicolino Construction Co. Inc.

DATE: October 9, 2024

ITEM#	ITEM AND DESCRIPTION OF CHANGES	<u>PRICE</u> DECREASE	<u>PRICE</u> INCREASE
1	Extension of contract for one year March 1, 2025 to February 28, 2026		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: Stephen A. Nicolino DATE: Oct 20, 2024
(CONTRACTOR)

ACCEPTED BY: RAP DATE: 10/25/24
(ENGINEER)

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 7, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on December 12, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders, for the “2023 Annual Catch Basin and Road Panel Contract”; and

WHEREAS, twenty (20) bids were distributed and four (4) bids were received on January 10, 2023 for the referenced requirements contract; and

WHEREAS, the bids ranged from a high bid of \$872,300.00 to a low bid of \$326,700.00, and the Village has reviewed and checked all bids and find them in good order; and

WHEREAS, the lowest responsible bidder was submitted by Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 in the amount of \$326,700.00; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Annual Catch Basin and Road Panel Contract to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 in the amount of \$326,700.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

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

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

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

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

WHEREAS, on February 6, 2023, the Board awarded the 2023 Annual Catch Basin and Road Panel Contract to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 in the amount of \$326,700.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

WHEREAS, to date, we have spent \$63,109.00 under this contract; and

WHEREAS, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the 2023 Annual Catch Basin and Road Panel Contract with Nicolino Construction from March 1, 2024 to February 28, 2025; and

WHEREAS, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension, with no increase in the unit prices; and

WHEREAS, funding for this work will come from various Village accounts, depending on where the work is performed; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the "2023 Annual Catch Basin and Road Panel Contract" with Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520, for the first one-year extension term beginning on March 1, 2024 and ending February 28, 2025, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

**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

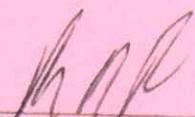
Date: October 30, 2024

Re: 2023 ANNUAL FENCE CONTRACT

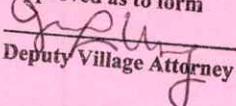
At the Village Board of Trustees meeting of February 6, 2023, the referenced Public Works contract was awarded to Island Fence Co., 964 Front Street, Uniondale, NY 11553 for \$54,275.00. This contract provides contractual unit prices for the removal, replacement, installation and repair of fencing. The Contract was set up as a one-year contract expiring on February 29, 2024, with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on October 16, 2023, the contract was extended for the first one-year extension term, from March 1, 2024 until February 28, 2025. Fiscal Year to date we have spent approximately \$40,134.00 under this contract. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

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

Accordingly, it is requested that the **2023 ANNUAL FENCE CONTRACT** be extended for an additional year, from March 1, 2025 until February 28, 2026, to Island Fence Co., 964 Front Street, Uniondale, NY 11553, with no increase in the unit prices.



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

Approved as to form

Deputy Village Attorney

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
T. D'Orta, Purchasing Agent
A. McDaniel, Comptroller

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

WHEREAS, on February 6, 2023, the Board awarded the 2023 Annual Fence Contract to Island Fence Co., 964 Front Street, Uniondale, NY 11553 in the amount of \$54,275.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

WHEREAS, on October 16, 2023, the Board approved the first one-year contract extension for the 2023 Annual Fence Contract with Island Fence Co., 964 Front Street, Uniondale, NY 11553, for a term beginning March 1, 2024 and ending February 28, 2025, with no increase in the contract prices; and

WHEREAS, fiscal Year to date the Village has spent approximately \$40,134.00 under this contract; and

WHEREAS, the Superintendent of Public Works is requesting Board approval for the second and final one-year extension of the Contract with Island Fence Co., 964 Front Street, Uniondale, NY 11553, with no increase in the contract prices, for a term of one year beginning March 1, 2025 and ending February 28, 2026; and

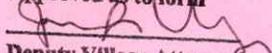
WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

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 sign any paperwork necessary to effectuate the second and final one-year contract extension for the 2023 Annual Fence Contract with Island Fence Co., 964 Front Street, Uniondale, NY 11553, in the amount of \$54,275.00, with no increase in the contract prices, for a term of one year beginning March 1, 2025 and ending February 28, 2026.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

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

WHEREAS, on December 12, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders, for the "2023 Annual Fence Contract"; and

WHEREAS, twenty-two (22) bids were distributed and six (6) bids were received on January 10, 2023 for the referenced requirements contract; and

WHEREAS, the bids ranged from a high bid of \$180,060.00 to a low bid of \$54,275.00, and the Village has reviewed and checked all bids and find them in good order; and

WHEREAS, the lowest responsible bidder was submitted by Island Fence Co., 964 Front Street, Uniondale, NY 11553 in the amount of \$54,275.00; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Annual Fence Contract to Island Fence Co., 964 Front Street, Uniondale, NY 11553 in the amount of \$54,275.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

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

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: November 5, 2024

Re: 2021 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE

At the Village Board of Trustees meeting on January 25, 2021, the referenced requirements contract was awarded to Omni Recycling of Westbury Inc., Westbury, NY 11590 for \$289,168.75 per year. Due to the volume of material disposed of, the contract was increased to \$320,000.00 at the Board of Trustees meeting on February 27, 2023. This contract provides contractual unit prices for the disposal of Solid Waste, Commingled Containers, Commingled Papers, Yard Waste, Bulk Waste, and Construction and Demolition Debris. The Contract was set up to expire on February 28, 2025, with two optional two-year extensions with no annual increase in contract prices. Fiscal Year to date we have spent approximately \$213,656.97 under this contract. Funding for the disposal is included in Refuse Account A816004 564600.

The Department of Public Works has requested to exercise the first extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract “**2021 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE**” be extended for an additional two years, from March 1, 2025 until February 28, 2027, to **Omni Recycling of Westbury Inc., Westbury, NY 11590** with no increase in the unit prices.

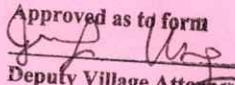


Robert R. Fisenne, P.E.

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
T. D’Orta, Purchasing Agent
A. McDaniel, Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 25, 2021, the Board awarded the bid for the 2021 Disposal Services of Municipal Solid Waste (Recyclables) to Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 at a total cost of \$289,168.75 per year to commence March 1, 2021 through February 28, 2025, with an option for two (2) two-year extensions; and

WHEREAS, on February 27, 2023, the Board approved to increase the contract annually for the 2021 Disposal Services of Municipal Solid Waste (Recyclables) with Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 from \$289,168.75 to \$320,000.00 per year for the remaining terms of the contract; and

WHEREAS, fiscal Year to date the Village has spent approximately \$213,656.97 under this contract; and

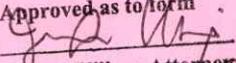
WHEREAS, the Superintendent of Public Works is requesting Board approval for the first two-year extension of the Contract with Omni Recycling of Westbury Inc., Westbury, NY 11590, with no annual increase in the unit prices, for a term from March 1, 2025 until February 28, 2027; and

WHEREAS, funding for the disposal is included in the Refuse Account A816004 564600; 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 sign any paperwork necessary to effectuate the first (2) two-year contract extension for the 2021 Disposal Services of Municipal Solid Waste (Recyclables) with Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, NY 11590, at the cost of \$320,000 per year, with no annual increase in the unit prices, for a term from March 1, 2025 until February 28, 2027.

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

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 27, 2023:

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

WHEREAS, on January 25, 2021, the Board awarded the bid for the 2021 Disposal Services of Municipal Solid Waste (Recyclables) to Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 at a total cost of \$289,168.75 to commence March 1, 2021 through February 28, 2025, with an option for two two-year extensions; and

WHEREAS, the Village pays for the disposal of recyclables based on the tonnage and due to unanticipated additional disposal, the total cost for municipal solid waste disposal for FYE 2023 will exceed the contract amount by approximately \$30,000.00; and

WHEREAS, the Superintendent of Public works is requesting Board approval to increase the contract annually with Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 from \$289,168.75 to \$320,000.00 for the remaining terms of the contract; and

WHEREAS, funding for the disposal is included in the Refuse Account A816004 546400 and there are sufficient funds in this this account; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to increase the contract annually for the 2021 Disposal Services of Municipal Solid Waste (Recyclables) with Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 from \$289,168.75 to \$320,000.00 for the remaining terms of the contract.

The Clerk polled the Board as follows:

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

cc:

Auditor

Electric Utilities

Registrar

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 January 27, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 25, 2021:

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

WHEREAS, the Department of Public Works for the Village of Freeport solicited bids for the 2021 Disposal Services of Municipal Solid Waste (Recyclables), which provides contractual unit process for the disposal of Commingled Containers, Commingled Papers, Yard Waste, Bulk Waste and the Construction and Demolition Debris, with bidders given the option of bidding on one or more items; and

WHEREAS, thirteen (13) bids were distributed and two (2) bids were received for the October 27, 2020 bid opening; and

WHEREAS, Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 was the lowest bidder for recyclables disposal at a total cost of \$289,168.75; and

WHEREAS, funding for the disposal is included in the Refuse Account A816004 564600 and there are sufficient funds in this this account; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2021 Disposal Services of Municipal Solid Waste (Recyclables) to Omni Recycling of Westbury Inc., 7 Portland Avenue, Westbury, N.Y. 11590 at a total cost of \$289,168.75 to commence March 1, 2021 through February 28, 2025, with an option for two two-year extensions.

The Clerk polled the Board as follows:

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

cc:

X <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>

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

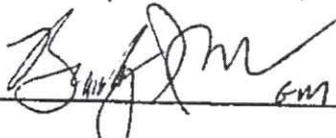
PROJECT: 2021 DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE

CONTRACTOR: OMNI RECYCLING OF WESTBURY INC.

DATE: OCTOBER 24, 2024

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for two years March 1, 2025 to February 28, 2027.		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

Omni Recycling of Westbury, Inc.

ACCEPTED BY:  DATE: 10/31/24
(CONTRACTOR)

ACCEPTED BY: _____ DATE: _____
(ENGINEER)

**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: November 12, 2024

RE: WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT PHASE 2 (INSTALLATION OF PUMPS AND FITTINGS)

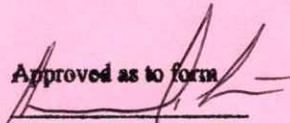
Plans and specifications for the above-referenced project are completed. This project was previously bid however it is believed that the Village will see a decreased cost if we bid the project in several phases. Phase 2 of the project calls for the installation of pumps and fittings at four locations on Woodcleft Avenue and one location on Miller Avenue. The installation of the pumps and fittings at these locations will reduce the nuisance flooding from tidal waters on these streets.

The estimated cost for this project is \$300,000.00. Funding for this project will come from a bond resolution authorized by the Village Board of Trustees on February 26, 2024.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on November 21, 2024. Bid documents will be available from November 25, 2024 through December 6, 2024 Bids will have a returnable date of December 10, 2024 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Village Attorney
11/12/2024

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

WHEREAS, the Superintendent of Public Works is requesting the Board to authorized the Village Clerk to advertise a Notice to Bidders for the “Woodcleft Canal Drainage Improvement Project Phase 2 (Installation of Pumps and Fittings)”;

WHEREAS, phase 2 of the project calls for the installation of pumps and fittings at four (4) locations on Woodcleft Avenue and one (1) location on Miller Avenue; and

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

WHEREAS, the estimated cost for this project is \$300,000.00; and

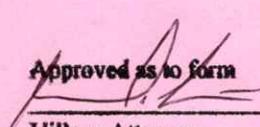
WHEREAS, funding for this project will come from a bond resolution authorized by the Village Board of Trustees on February 26, 2024; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to publish a Notice to Bidders for the “Woodcleft Canal Drainage Improvement Project Phase 2 (Installation of Pumps and Fittings)” in the Freeport Herald and other relevant publications of general circulation on November 21, 2024, with bid documents available from November 25, 2024 through December 6, 2024, with a return date of December 10, 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


Village Attorney

11/12/2024

NOTICE TO BIDDERS

WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT PHASE 2 (INSTALLATION OF PUMPS AND FITTINGS)

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for “**WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT PHASE 2 (INSTALLATION OF PUMPS AND FITTINGS)**” until 11:00 A.M. on **December 10, 2024** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, **from 9:00 A.M. on November 25, 2024 until 4:00 P.M. December 6, 2024**. There is no fee for a set of contract documents.

Each bid must be accompanied by a bidder's bond in the amount of not less than five (5%) percent of the bid insuring to the benefit of the Village of Freeport, or a certified check of not less than five (5%) percent of the bid, made payable to the Village of Freeport, to assure the entering of the successful bidder into an acceptable contract.

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

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

Taylor D'orta
Village Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 21, 2024

**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: November 12, 2024

RE: WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT PHASE 3 (ELECTRICAL INSTALLATION)

Plans and specifications for the above-referenced project are completed. This project was previously bid however it is believed that the Village will see a decreased cost if we bid the project in several phases. Phase 3 of the project calls for the installation electrical services at four locations on Woodcleft Avenue and one location on Miller Avenue. The installation of the electrical services at these locations will power pumps to reduce the nuisance flooding from tidal waters on these streets.

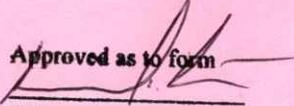
The estimated cost for this project is \$250,000.00. Funding for this project will come from a bond resolution authorized by the Village Board of Trustees on February 26, 2024.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on November 21, 2024. Bid documents will be available from November 25, 2024 through December 6, 2024 Bids will have a returnable date of December 10, 2024 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.



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

Approved as to form


Village Attorney

11/12/2024

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

WHEREAS, the Superintendent of Public Works is requesting the Board to authorized the Village Clerk to advertise a Notice to Bidders for the “Woodcleft Canal Drainage Improvement Project Phase 3 (Electrical Installation)”;

WHEREAS, phase 3 of the project calls for the installation electrical services at four (4) locations on Woodcleft Avenue and one (1) location on Miller Avenue; and

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

WHEREAS, the estimated cost for this project is \$250,000.00; and

WHEREAS, funding for this project will come from a bond resolution authorized by the Village Board of Trustees on February 26, 2024; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to publish a Notice to Bidders for the “Woodcleft Canal Drainage Improvement Project Phase 3 (Electrical Installation)” in the Freeport Herald and other relevant publications of general circulation on November 21, 2024, with bid documents available from November 25, 2024 through December 6, 2024, with a return date of December 10, 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

Village Attorney

11/12/2024

NOTICE TO BIDDERS

WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT PHASE 3 (ELECTRICAL INSTALLATION)

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for “**WOODCLEFT CANAL DRAINAGE IMPROVEMENT PROJECT PHASE 3 (ELECTRICAL INSTALLATION)**” until 11:00 A.M. on **December 10, 2024** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, **from 9:00 A.M. on November 25, 2024 until 4:00 P.M. December 6, 2024**. There is no fee for a set of contract documents.

Each bid must be accompanied by a bidder's bond in the amount of not less than five (5%) percent of the bid insuring to the benefit of the Village of Freeport, or a certified check of not less than five (5%) percent of the bid, made payable to the Village of Freeport, to assure the entering of the successful bidder into an acceptable contract.

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

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

Taylor D'orta
Village Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 21, 2024

VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: October 28, 2024

RE: Parking Restrictions on Porterfield Place

The Department of Public Works has received a request to establish parking restrictions on Porterfield Place at the intersection of South Long Beach Avenue. We have reviewed this request and approve of the change.

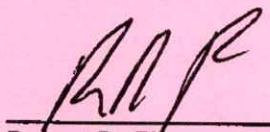
Therefore it is recommended that Counsel's office prepare the necessary documentation to revise the Vehicle and Traffic Regulations as follows:

Sec. 42. Two-hour parking at all times unless otherwise indicated.

No person shall park a vehicle for a period longer than two consecutive hours in the following places, at any time or at the times indicated:

ADD:

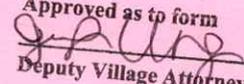
Porterfield Place, south side, from the westerly curbline of South Long Beach Avenue west for a distance of 252 feet



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

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent

Approved as to form

Deputy Village Attorney

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

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, that the VEHICLE AND TRAFFIC REGULATIONS Article III Parking Restrictions be amended as follows:

Sec. 42. Two-hour parking at all times unless otherwise indicated.

No person shall park a vehicle for a period longer than two consecutive hours in the following places, at any time or at the times indicated:

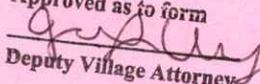
ADD:

Porterfield Place, south side, from the westerly curblineline of South Long Beach Avenue west for a distance of 252 feet

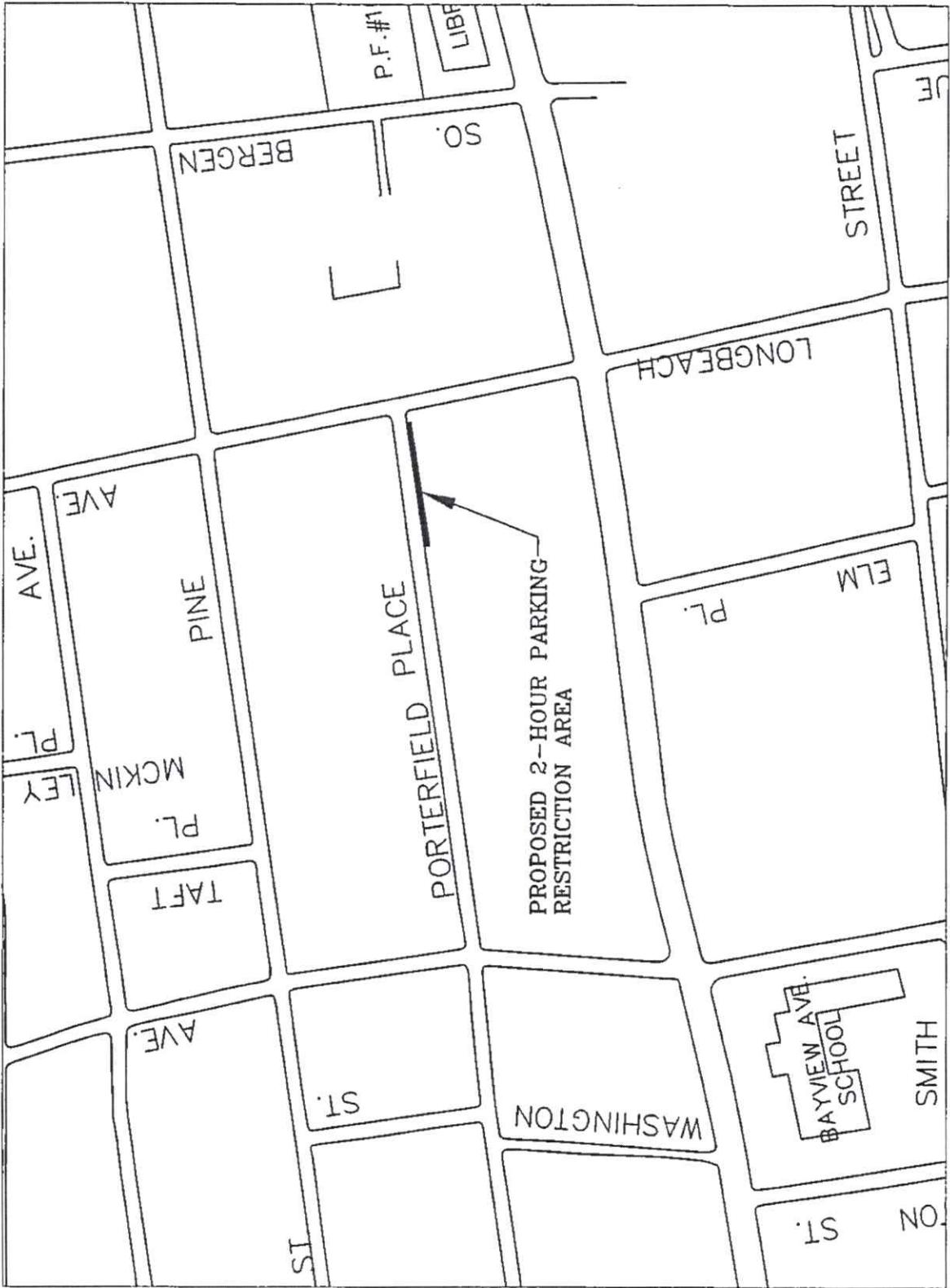
The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 4th day of November, 2024.

Approved as to form

Deputy Village Attorney

PARKING RESTRICTION FOR PORTERFIELD PLACE



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

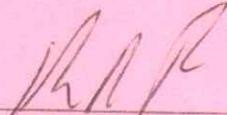
To: Mayor Robert T. Kennedy
From: Robert R. Fisenne, P.E., Superintendent of Public Works
Date: October 30, 2024

Re: 2024 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET) REBID

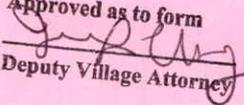
At the Village Board of Trustees meeting on March 20, 2024, the referenced purchase contract was awarded to Eagle Control Corp., 23 Old Dock Road, Yaphank, N.Y. 11980, in the amount of \$62,475.00. The first term of the contract is set to expire on February 28, 2025, with an option for two one-year extensions at no increase in the contract prices. Funding for this purchase is from the Water Department Operating Budget (WE96004 541210).

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

Accordingly, we are recommending that the contract "**2024 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET) REBID**" be extended for an additional year, from March 1, 2025 until February 28, 2026, to Eagle Control Corp., 23 Old Dock Road, Yaphank, N.Y. 11980, with no increase in the unit prices.



Robert R. Fisenne, P.E.

Approved as to form

Deputy Village Attorney

- Encl.
- c. P. Lester, Secretary to the Mayor
 - P. Boening, Village Clerk
 - T. D'Orta, Purchasing Agent
 - M. Quinton, Superintendent of Water
 - A. McDaniel, Comptroller

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

WHEREAS, on April 29, 2024, the Board awarded 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; and

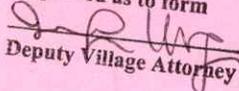
WHEREAS, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the Contract with Eagle Control Corporation, 23 Old Dock Road, Yaphank, NY 11980, with no increase in the contract prices, for a term from March 1, 2025 until February 28, 2026;

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 sign any documentation necessary to effectuate the first one-year contract extension for the “2024 Furnishing of Calcium Hypochlorite (Tablet) Rebid” with Eagle Control Corporation, 23 Old Dock Road, Yaphank, NY 11980, with no increase in the contract prices, for a total cost of \$62,475.00, for a term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2024 FURNISHING OF CALICUM HYPOCHLORITE (TABLET)

CONTRACTOR: Eagle Control Corporation

DATE: October 9, 2024

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2025 to February 28, 2026		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: [Signature] DATE: 10/09/24
(CONTRACTOR)

ACCEPTED BY: _____ DATE: _____
(ENGINEER)

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 April 30, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 29, 2024:

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

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

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

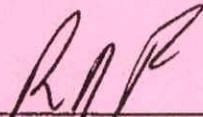
Date: October 29, 2024

**Re: FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS,
REPAIR FITTINGS & INCIDENTALS – 2024 (CONTRACT #2)**

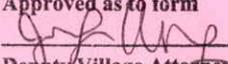
At the Village Board of Trustees meeting on February 26, 2024, the referenced requirements contract was awarded to T. Mina Supply Inc., 17 Expressway Drive North, Medford, NY 11763. The Contract was set up as a one-year contract expiring on February 28, 2025, with two optional one-year extensions at no increase in the contract price. Funding is included in the Water Department Operating Budget (WE97004 547710).

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

Accordingly, we are recommending that the contract “**FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS, REPAIR FITTINGS & INCIDENTALS – 2024 (CONTRACT #2)**” be extended for an additional year, from March 1, 2025 until February 28, 2026, to T. Mina Supply Inc., 17 Expressway Drive North, Medford, NY 11763, with no increase in the unit prices.



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

Approved as to form

Deputy Village Attorney

Encl.

- P. Lester, Secretary to the Mayor
- P. Boening, Village Clerk
- T. D’Orta, Purchasing Agent
- A. McDaniel, Comptroller

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

WHEREAS, on February 26, 2024, the Board awarded the bid for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024” (Contract #2) to T. Mina Supply, Inc., 17 Expressway Drive North, Medford, NY 11763, for a total cost of \$137,270.00 for a term from March 1, 2024 to February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the Contract with T. Mina Supply, Inc, 17 Expressway Drive North, Medford, NY 11763, for a total cost of \$137,270.00, with no increase in the unit prices, for a term from March 1, 2025 to February 28, 2026; and

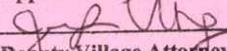
WHEREAS, funding for this purchase will come out of the Water Department operating budget (WE97004 547710); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate the first one-year extension of the Contract for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024” (Contract #2) with T. Mina Supply, Inc., 17 Expressway Drive North, Medford, NY 11763, for a total cost of \$137,270.00 for a term from March 1, 2025 to February 28, 2026.

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: Robert R. Fisenne, Superintendent of Public Works February 29, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 26, 2024:

It was moved by Trustee Squeri, seconded by Deputy Mayor Ellerbe 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 “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024”; and

WHEREAS, thirteen (13) bids were distributed and two (2) bids were received on February 13, 2024 for Contract #2 which provides for the purchase of fire hydrants for the Water Department; and

WHEREAS, T. Mina Supply, Inc, 17 Expressway Drive North, Medford, NY 11763, was the lowest qualified bidder for Contract #2, for a total bid of \$137,270.00; and

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

WHEREAS, funding for this purchase will come out of the Water Department operating budget (WE97004 547710); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024” (Contract #2) to T. Mina Supply, Inc, 17 Expressway Drive North, Medford, NY 11763, for a total cost of \$137,270.00 for a 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	In Favor
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc:

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: FURNISHING OF FIRE HYDRANTS, GATE VALVES AND REPAIR
COUPLINGS (CONTRACT #2 - FIRE HYDRANTS)

CONTRACTOR: T. Mina Supply

DATE: October 9, 2024

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2025 to February 28, 2026		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: _____



(CONTRACTOR)

DATE: _____

10/22/24

ACCEPTED BY: _____



(ENGINEER)

DATE: _____

10/30/24

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

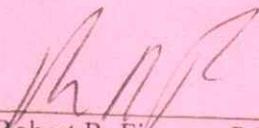
Date: October 30, 2024

Re: 2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE

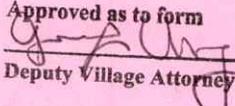
At the Village Board of Trustees meeting on February 6, 2023, the referenced requirements contract was awarded to Chemrite Inc., 5202 Belle Wood CT, Suite 104, Buford, Georgia 30518 for \$107,600.00. The Contract was set up as a one year contract expiring on February 29, 2024, with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on October 16, 2023, the contract was extended for the first one-year extension term, from March 1, 2024 until February 28, 2025. Fiscal Year to date, we have spent a total of \$35,508.00 under this contract. Funding for this purchase is from the Water Department Operating Budget (WE96004 541310).

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

Accordingly, we are recommending that the contract "2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE" be extended for an additional year, from March 1, 2025 until February 28, 2026, to Chemrite Inc., 5202 Belle Wood CT, Suite 104, Buford, Georgia 30518 with no increase in the unit prices.



Robert R. Fisenne, P.E.

Approved as to form

Deputy Village Attorney

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
T. D'Orta, Purchasing Agent
A. McDaniel, Comptroller

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

WHEREAS, on February 6, 2023, the Board awarded the 2023 Furnishing of Sodium Hexametaphosphate to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518, in the amount of \$107,600.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, on October 16, 2023, the Board approved to extend the contract for the 2023 Furnishing of Sodium Hexametaphosphate to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518, for a first one-year extension term beginning March 1, 2024 and ending February 28, 2025, with no increase in the unit prices; and

WHEREAS, fiscal Year to date, the Village has spent a total of \$35,508.00 under this contract; and

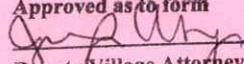
WHEREAS, the Superintendent of Public Works is requesting Board approval for the second and final one-year extension of the Contract with Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518, in the amount of \$107,600.00, with no increase in the unit prices, for a term beginning March 1, 2025 and ending February 28, 2026; and

WHEREAS, funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541310); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate the second and final one-year extension for the 2023 Furnishing of Sodium Hexametaphosphate with Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518, in the amount of \$107,600.00, with no increase in the unit prices, for a term beginning March 1, 2025 and ending February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE

CONTRACTOR: Chemrite Inc.

DATE: October 9, 2024

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2025 to February 28, 2026		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:


(CONTRACTOR)

DATE: 10/16/2024

ACCEPTED BY _____

(ENGINEER)

DATE _____

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works February 7, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on November 28, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the "2023 Furnishing of Sodium Hexametaphosphate"; and

WHEREAS, eight (8) bids were picked up and four (4) bids were received for the December 20, 2022 bid opening for the referenced purchase contract; and

WHEREAS, the bids range from a high bid of \$154,464.29 to a low bid of \$107,600.00, and the Village has reviewed and checked all bids and find them in good order; and

WHEREAS, the lowest responsible bidder was submitted by Chemrite, Inc., 5202 Belle Wood Ct, Suite 104, Buford, GA 30518, in the amount of \$107,600.00; and

WHEREAS, the contract will begin on March 1, 2023 and end on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted, with all unit prices remaining 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 541310); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Furnishing of Sodium Hexametaphosphate to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104, Buford, GA 30518, in the amount of \$107,600.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

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

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

AGENDA

BOARD OF TRUSTEES' MEETING

November 18, 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.

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

AGENDA

BOARD OF TRUSTEES' MEETING

November 18, 2024

5:30 PUBLIC HEARING

To consider an amendment to Chapter 138 of the Village Code.

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

DIRECTIVE

TO: Howard E. Colton, Village Attorney November 5, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 4, 2024:

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

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18th day of November 2024, at 5:30 P.M., to consider the amendment of Chapter 138 of the Village Code, entitled, Licensing of Businesses, by repealing the existing Article I entitled "General Licensing Requirements" and replacing it with a new Article I entitled "General Licensing Requirements."

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 18th day of November 2024 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 4th day of November 2024.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
November 4, 2024

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

The Clerk polled the Board as follows:

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

cc:

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

11/11/11

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18th day of November 2024, at 5:30 P.M., to consider the amendment of Chapter 138 of the Village Code, entitled, Licensing of Businesses, by repealing the existing Article I entitled “General Licensing Requirements” and replacing it with a new Article I entitled “General Licensing Requirements.”

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 18th day of November 2024 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 4th day of November 2024.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
November 4, 2024

11/11/11

November 7, 2024 – FREEPORT HERALD

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18th day of November 2024, at 5:30 P.M., to consider the amendment of Chapter 138 of the Village Code, entitled, Licensing of Businesses, by repealing the existing Article I entitled "General Licensing Requirements" and replacing it with a new Article I entitled "General Licensing Requirements."

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK,
COUNTY OF NASSAU,
VILLAGE OF FREEPORT,
ss: I, PAMELA WALSH
BOENING, Clerk of the
Village of Freeport,
Nassau County, New
York, do hereby certify
that the foregoing is a
true and correct copy of
said notice duly
authorized by the Board
of Trustees of the said
Village at a meeting of
the Said Board of
Trustees, calling for a
public hearing to be duly
held in the Main
Conference Room of the
Municipal Building of the

Village of Freeport, 46 N.
Ocean Avenue, Freeport,
New York on the 18th
day of November 2024 at
5:30 P.M., and of the
whole thereof, as entered
upon the minutes of the
proceedings of the said
Board kept by me as
Village Clerk.

IN WITNESS WHEREOF, I
have hereunto set my
hand and affixed the
Corporate Seal of said
Village this 4th day of
November 2024.

Pamela Walsh Boening
Village Clerk

Dated:
Freeport, New York
November 4, 2024
149904

RE: 11.18.2024 Public Hearing Chapter 138
RETURN TO: Pamela Walsh Boening

AFFIDAVIT OF POSTING

State of New York

County of Nassau

I, Brianna Montes, being duly sworn, deposes and states that on the 8th day of November, 2024 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

MUNICIPAL BUILDING	46 North Ocean Avenues
MEMORIAL LIBRARY	144 West Merrick Road

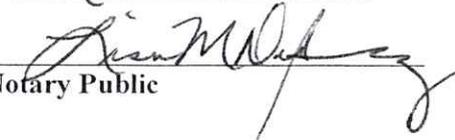
AND EMAILED/FAXED TO THE FOLLOWING LOCATIONS FOR POSTING:

RECREATION CENTER	130 E. Merrick Road
FREEPORT HOSE CO. #1	22 Southside Avenue
FREEPORT HOSE CO. #2	15 Broadway
FREEPORT HOSE CO. #3	375 South Bayview Avenue



Deponent

Sworn to before me this 8 day
of November 2024



Notary Public

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 18th day of November 2024, at 5:30 P.M., to consider the amendment of Chapter 138 of the Village Code, entitled, Licensing of Businesses, by repealing the existing Article I entitled "General Licensing Requirements" and replacing it with a new Article I entitled "General Licensing Requirements."

FURTHER RESOLVED, that the foregoing notice of public hearing shall be entered in the minutes of the Board of Trustees of the Incorporated Village of Freeport, and published in the Freeport Leader and a printed copy thereof posted conspicuously in at least three (3) public places in the Incorporated Village of Freeport, Nassau County, New York.

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 18th day of November 2024 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 4th day of November 2024.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
November 4, 2024

VILLAGE OF FREEPORT
Department of Buildings
Recommendation

Notice

x Negative Declaration

Positive Declaration

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

x The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

— The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.
(See reasons below)

Project : the amendment of Chapter 138

Building Permit

App. N/A

Location : N/A

Applicant: The Incorporated Village of Freeport

Description: To consider the amendment of Chapter 138 of the Village Code, entitled, Licensing of Businesses, by repealing the existing Article I entitled "General Licensing Requirements" and replacing it with a new Article I entitled "General Licensing Requirements."

Lead Agency: Department of Buildings
for the Board of Trustees
Village of Freeport
46 North Ocean Avenue

Agency Contact Person:
Superintendent of Buildings
(516) 377-2242

REASON(S) FOR DETERMINATION

This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) _____

B) Possible environmental effects identified:
(only if positive determination)

DATED: November 12, 2024
Freeport, New York



Sergio Mauras
Superintendent of Buildings

IMPORTANT: This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.

The Following Resolution was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is to consider the amendment of Chapter 138 of the Village Code, entitled, Licensing of Businesses, by repealing the existing Article I entitled “General Licensing Requirements” and replacing it with a new Article I entitled “General Licensing Requirements”; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community’s current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

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

The Clerk polled the Board as follows:

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

The Following Resolution was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is to consider the amendment of Chapter 138 of the Village Code, entitled, Licensing of Businesses, by repealing the existing Article I entitled "General Licensing Requirements" and replacing it with a new Article I entitled "General Licensing Requirements"; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

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

The Clerk polled the Board as follows:

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

A LOCAL LAW TO AMEND CHAPTER 138 OF THE CODE OF THE VILLAGE OF FREEPORT ENTITLED "LICENSING OF BUSINESSES", BY REPEALING EXISTING ARTICLE I ENTITLED "GENERAL LICENSING REQUIREMENTS" §138-1 TO 138-11 AND ADOPTING A NEW ARTICLE I ENTITLED "GENERAL LICENSING REQUIREMENTS" §138-1 TO 138-11

BE IT ENACTED BY THE BOARD OF TRUSTEES FOR THE INCORPORATED VILLAGE OF FREEPORT, AS FOLLOWS:

1. Chapter 138, §138-1 to 138-11, which reads as follows, is hereby repealed:

§ 138-1 When license required.

Whenever in any ordinance it is provided that a license be obtained before engaging upon any act or in any specified business, trade or occupation or before providing services for payment or hire for the convenience, comfort or entertainment of others or for any other designated purpose, it shall be a violation hereof for any person to engage upon or undertake any activity or enterprise thus specified until a license has been issued to him in compliance with the provisions of this article and of any other applicable ordinance.

§ 138-2 Application for license.

Except as otherwise specifically provided, every applicant for a license shall file a statement with the Village Clerk, which statement shall be signed and sworn to by the applicant in person if an individual, by all partners if a partnership and by the president or duly authorized officer if a corporation, showing:

A. Name. The name of the applicant.

B. Business address. His business address.

C. Home address. His home address if he is a natural person.

D. Age. If his age is 21 years or less and if less, his precise age.

E. Purpose. The precise purpose for which the license is sought.

F. Location of licensed premises. The place within the Village where the licensee will engage in the licensed activity or enterprise.

G. Criminal history. Whether or not the applicant or, in the case of a corporation, whether any officer or director thereof has been convicted of a crime or violation of any ordinance of the Village and, if so, the nature of such offense and the penalty assessed therefor.

H. Credentials from principal. Satisfactory credentials from his principal if the applicant is to act as an agent.

I. References. References or letters of recommendation by at least three reputable businessmen or property owners of the Village such as will establish, to the satisfaction of the Mayor, the good character and business responsibility of the applicant.

J. Other data. Any other data necessary to meet the requirements of any ordinance by provisions of which the license sought is required.

§ 138-3 Bond requirements.

Whenever, by the terms of any ordinance, a bond is required to protect the Village or any other person against loss because of the fault or default of a licensee, no license shall be issued until a bond in the full amount specified and in form approved by the Village Counsel has been filed with the Village Clerk and the fact of its filing, the amount of its coverage and the date of its expiration has been noted on the license.

§ 138-4 Expiration of license.

All licenses issued on an annual basis shall expire on the 31st day of July of each year unless a different expiration date is set forth in a specific section of this Code. The precise date of expiration shall be clearly marked upon each temporary license.

§ 138-5 Issuance or denial of license.

All licenses shall be issued by the Mayor to such persons as he shall deem fit and proper upon an evaluation of their qualifications and upon compliance of the applicant with the provisions of this article or any other applicable ordinance; however, licenses for circuses, theaters or other exhibitions or performances, the keeping of billiard or poolrooms, bowling alleys, shooting galleries and other similar places of amusements for money or hire or the giving of exhibitions, performances or entertainments at any place within the Village or the use of mechanically operated amusement devices shall be refused when, in the judgment of the Mayor, they shall be likely to disturb the peace and order of the Village or be immoral or improper.

§ 138-6 Application to Board of Trustees.

Any applicant who has been refused a license by the Mayor may apply for its issuance to the Board of Trustees at a meeting thereof, and the same may be granted or refused by the Board.

§ 138-7 Signing and record of licenses.

Every license issued shall be signed by the Mayor and countersigned by the Village Clerk, who shall keep a record thereof and the amount of fee to be paid therefor.

§ 138-8 Payment of license fee.

No license shall be effective until the fee therefor, as established by the Board of Trustees, shall have been paid to the Treasurer, who shall endorse his receipt of the fee upon each license which is presented to him properly signed and countersigned and accompanied by the amount of the fee.

§ 138-9 Cause for revocation.

Any license issued pursuant to the provisions of this article or any other ordinance may be revoked by the Mayor, after notice and hearing, for any of the following causes:

- A. Fraud or false statement in the application for the license.
- B. Fraud or false statement in connection with the carrying out of the business, activity or enterprise for which the license was issued.
- C. Any violation of a term of this article or of any other ordinance under whose provisions the license was issued.
- D. Conviction of the licensee of any crime.
- E. Carrying out the licensed business, enterprise or activity in an unlawful manner or in such a way as to breach the peace or constitute a menace to the health, safety or general welfare of the public.
- F. Carrying out the licensed business, enterprise or activity in such manner that the same disturbs the peace and quiet of the neighborhood.
- G. Any transfer or assignment of the license to any person, except upon written consent of the Mayor, upon due application and the presentation of information concerning the proposed transferee's qualifications, similar to those furnished by the original applicant.

§ 138-10 License renewal.

Unless specifically provided otherwise, any license duly issued may be renewed upon application by the licensee and accompanied by the appropriate fee and a continuance or renewal of bonds as provided in § 138-3 hereof.

§ 138-11 Display of license.

Every person to whom a license or permit has been issued shall have the same with him at the site or place at all times when the business or act licensed is being performed and available for inspection by a police officer or any other authorized person.

2. Chapter 138, §138-1 to 138-11, which reads as follows, is hereby adopted:

§ 138-1 License required.

It shall be a violation of this Code for any person to engage in or carry on any business, trade or calling in the Village of Freeport without first obtaining a license therefor in accordance with the provisions of this chapter.

§ 138-2 License Commissioner.

The Village Clerk is hereby designated as the License Commissioner of the Village, with the authority to make such rules and regulations and to conduct investigations in relation to the issuance, renewal, amendment, termination, cancellation, revocation and suspension of licenses or permits required by the provisions of this Code, except for those licenses or permits required by the provisions of this Code or other law to be issued by another department, division or agency.

§ 138-3 Application for license (or renewal of license); information required.

A. Except as otherwise specifically provided, every applicant for a license (or renewal of license) shall file a statement with the Village Clerk, which statement shall be signed and sworn to by the applicant in person if an individual, by all partners if a partnership and by the president or duly authorized officer if a corporation, showing:

1. Name.
2. Business address.
3. Residence address.
4. Age.
5. The precise purpose for which the license is sought.
6. Location of licensed premises.
7. Whether there are any dangerous or hazardous substances stored at the location of licensed premises.
8. Criminal history. Whether or not the applicant or, in the case of a corporation, whether any officer or director thereof has been convicted of a crime, offense or violation of any municipal ordinance or law, and if so, the municipality or jurisdiction where the offense occurred, the nature of the same and the penalty assessed therefor.
9. Photographs. Two clear photographs of the applicant taken not more than 60 days before the submission of the application, which photographs shall be two inches by two inches, showing the head and shoulders of the applicant. In case of a corporation, the officer or agent principally engaged in the activities within the Village shall furnish such photographs.

B. No application shall be considered complete unless it is accompanied by payment of the license fee. The Board of Trustees shall from time to time by resolution set the fee for any license issued pursuant to this section. This fee shall not supersede any other license fees set by the Board pursuant to other sections of the code.

C. Unless specifically provided otherwise, any license duly issued may be renewed upon application by the licensee and accompanied by the appropriate fee and a continuance or renewal of bonds as provided herewithin.

§ 138-4 Investigation.

The completed application, together with the appropriate fee, which shall be nonrefundable and shall be applied to the cost of conducting the investigation and other administrative costs in processing the application, shall be submitted to the Village Clerk, who shall thereupon cause an investigation to be made into all the facts and circumstances pertaining to the application.

§ 138-5 Issuance or denial of license.

A. After such investigation, the Village Clerk shall provide application and results of investigation to the Mayor. All licenses (and renewals) shall be issued by the Mayor to such persons as he shall deem fit and proper upon an evaluation of their qualifications and upon compliance of the applicant with the provisions of this article or any other applicable ordinance, upon a finding that the issuance (or renewal) of a license would not be detrimental to the best interests of the Village or the public. However, licenses for circuses, theaters or other exhibitions or performances, the keeping of billiard or poolrooms, bowling alleys, shooting galleries and other similar places of amusements for money or hire or the giving of exhibitions, performances or entertainments at any place within the Village or the use of mechanically operated amusement devices shall be refused when, in the judgment of the Mayor, they shall be likely to disturb the peace and order of the Village or be immoral or improper.

B. Whenever, by the terms of any ordinance, a bond is required to protect the Village or any other person against loss because of the fault or default of a licensee, no license shall be issued until a bond in the full amount specified and in form approved by the Village Counsel has been filed with the Village Clerk and the fact of its filing, the amount of its coverage and the date of its expiration has been noted on the license.

C. Every license issued shall be signed by the Mayor and countersigned by the Village Clerk. The Village Clerk shall keep a record of each license issued, including the number and date of issuance of the license, the expiration date and purpose for which it is granted and the amount of the fee paid therefor.

§ 138-6 Contents of license.

Each license shall specify the purpose and length of time for which it is granted and when it shall expire. All licenses are issued on an annual basis and shall expire on the 31st day of July each year unless a different expiration date is set forth in a specific section of the code. The precise date of expiration shall be clearly marked upon each temporary license. Licenses not renewed within one year from the date of issuance will be subject to an additional twenty-five-dollar penalty for every 30 days past the expiration date.

§ 138-7 Display of license.

Each licensee shall display the license in a conspicuous place at his place of business; however, when the licensee does not have a fixed place of business, he shall carry the license upon his person at all times while engaged in the licensed activity. Any licensee shall, upon demand of any person, display the license.

§ 138-8 Notification of change of address.

Each person holding a license issued under any provision of this chapter shall notify the Village Clerk in writing of any change of residence or place of business within seven days of such change.

§ 138-9 Denial of license application.

In the event of the denial of an application for a license or a renewal thereof, the Village Clerk shall give written notice thereof to the applicant by registered or certified mail, return receipt requested. The applicant shall have the right to appeal such decision to the Board of Trustees, provided that a notice of appeal is filed, in writing, with the Village Clerk and actually received by the Village Clerk within 10 days from the mailing of the notice denying the application.

§ 138-10 Grounds for suspension or revocation.

The grounds for the suspension or revocation of a license issued pursuant to this chapter are as follows:

- A. A misrepresentation or false statement contained in the application for a license.
- B. Fraud, misrepresentation or false statement made in the course of carrying on any business or activity which is licensed.
- C. The violation of any provision of this chapter or the provisions of this Code or other ordinance or local law or any statute regulating the licensed activity.
- D. Conviction of the licensee of any crime.
- E. Conducting any business activity which is regulated by the provisions of this Code or any other law requiring the license in such a manner as to constitute a breach of the peace or to endanger the health, safety or general welfare of the public.
- F. Any series of occurrences which cumulatively has the effect of disturbing the tranquility of the Village or a part thereof or causes reasonable apprehension of there being a disturbance of such tranquility.
- G. Violation of any stipulation or condition imposed by the Board of Trustees upon the granting or renewal of any such license and/or any stipulation or condition imposed by any Village Board in relation to the use and occupancy of the property.

§ 138-11 Suspension or revocation of license.

A. The Village Clerk may suspend any license granted pursuant to this chapter by the giving of written notice to that effect to the licensee by registered or certified mail, return receipt requested. The Board of Trustees shall promptly hold a hearing concerning the facts and circumstances prompting the suspension and shall continue the suspension of the license for a fixed period of time or reinstate or revoke the license.

B. Any notice to be given by the Board of Trustees under this chapter shall be deemed to have been duly given when:

- (1) Served personally upon the licensed person or sent by registered or certified mail addressed to his last known address; or
- (2) In the case of a corporate licensee, served personally upon an officer of said corporate licensee or sent by registered or certified mail addressed to an officer thereof at his residence, together with a copy of the notice by ordinary mail to the address of the licensed premises; or
- (3) Served personally upon or sent by registered or certified mail to the agent designated under § 138-3; or
- (4) Served in any manner otherwise specifically provided in this chapter or in any other lawful manner.

Section 3. This local law shall take effect immediately upon filing with the Secretary of State.