

AGENDA BOARD OF TRUSTEES' MEETING December 2, 2024

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from November 18, 2024.
- b) Request approval of the Board of Trustees' sitting as the Board of Review meeting minutes from November 19, 2024.

2. ASSESSOR – Vilma I. Lancaster

- a) Request approval to renew the annual subscription with ATTOM Data, Dept., LA 24693, Pasadena, California 91185-4693, from March 1, 2025 through February 28, 2026, for a cost of \$558.90, with no increase in pricing.
- b) Pursuant to Section 1410 of the Real Property Tax Law of the State of New York, the 2025/2026 Final Assessment Roll will be filed with the Village Clerk on January 2, 2025; and request the Village Clerk publish a notice in the Freeport Herald on January 2, 2025, and that the Final Assessment Roll will be open for inspection during normal business hours and remain on file for inspection in the Village Clerk's Office and the Assessor's Office for fifteen days after publication of said notice.
- c) Request approval of the negotiated settlement for 2017/2018 through 2024/2025 Final Assessment Rolls for Section 62, Blocks 173 and 177, Lots, 316, 19-22, 23-27 and 28 a/k/a 42, 39, 43 Woodcleft Avenue and VL S/O 43 Woodcleft Avenue and for the Village Treasurer to issue a refund in the amount of \$6,413.11 to Forchelli Deegan et al.
- d) Request authorization to remove a PILOT from the 2025/2026 Tentative Assessment Roll for Section 55, Block 491, Lot 332 a/k/a 30 Commercial Street, and apply the 2025/2026 market value.
- e) Request to renew the contract with BST & Co., CPA, 10 British American Blvd., Latham, New York 12110, for tax certiorari proceedings, from March 1, 2025 through February 28, 2026, with no increase.
- f) Request to renew the contract with Real Estate Assessment Group, Inc., 11 Buchanan Street, Freeport, New York 11520, from March 1, 2025 through February 28, 2026, not to exceed \$119,701, an increase of 2%.

3. ELECTRIC DEPARTMENT – Eric Rosmarin

- a) Request to award Bid #24-11-ELEC-716 "Furnishing of Aqueous Ammonia" to Tanner Industries, Inc., 735 Davisville Road, Southampton, PA 18966, the lowest responsible bidder meeting bid specifications, from March 1, 2025 through February 28, 2026, not to exceed \$35,000 per year.
- b) Request to award RFP #24-11-ELEC-717 "Furnishing of Electrical Engineering Services to Freeport Electric" to David A. Yigdal, P.E., Consulting Engineer, 158

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

Shady Lane, Westbury, New York 11590, the sole responsive and responsible proposer meeting specification, from March 1, 2024 through February 28, 2026, not to exceed \$124,200.

- c) Request approval of the software maintenance and support services provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, Maine 04105, from March 1, 2025 through February 28, 2026 (Financial System Support and Maintenance, ExecuTime Module and Time Attendance), and May 1, 2025 through February 26, 2026 for Touchscreen 7, for a total cost of \$169,418.01, an increase of \$8,090.60.
- d) Request approval of the Planned Annual Continuing Education training subscription based service provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, Maine 04105, from May 1, 2025 through April 30, 2026, for a cost of \$7,886.50, an increase of \$375.56.
- e) Request approval to extend the rate case legal representation agreement with Duncan, Weinberg et al., 1667 K Street N.W., Suite 700, Washington, DC 20006, from March 1, 2025 through February 28, 2026, in the amount of \$71,960.06.
- f) Request to increase the contract with Duncan, Weinberg, et al, 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, an additional \$38,000, for legal services related to the New York Power Authority (NYPA) rate modification plan, for the period March 1, 2024 through February 28, 2025.
- g) Request to increase the contract with Whitfield Russell Associates, 4232 King Street, Alexandria, Virginia 22302, an additional \$33,250, for consulting services associated with the New York Power Authority (NYPA) rate modification plan, for the period March 1, 2024 through February 28, 2025.

4. HUMAN RESOURCES – **Conor Kirwan**

- a) Request authorization for the fiscal year ending 2026 funding of HRA debit cards, administered by Clarity Benefit Solutions, 77 Brant Avenue, Suite 206, Clark, New Jersey 07066, in the amount of \$190,000.00, with no increase.

5. PUBLIC WORKS – **Robert R. Fisenne**

- a) Request to advertise a notice to bidders for “Disposal of Inorganic Materials 2025” in the Freeport Herald on December 5, 2024 with a return date of January 7, 2025.
- b) Request to advertise a notice to bidders for “2025 Furnishing Calcium Hypochlorite (Tablet) for Freeport Village Pools” on December 5, 2024, with a return date of January 7, 2025.
- c) Request to advertise a notice to bidders for “2025 Annual Tree Removal Contract” in the Freeport Herald on December 5, 2024, with a return date of January 7, 2025.

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- d) Request to award “Purchase of Miscellaneous Hardware – Rebid” to Atlantic Hardware, 165 Atlantic Avenue, Freeport, New York 11520, the lowest responsible bidder meeting bid specifications, through February 28, 2026, not to exceed \$80,000.
- e) Request retroactive approval to increase the contract with Innovista LLC., d/b/a Softline Solutions, 2100 Scott Lake Road, Waterford, Michigan 48328 for the Installation of Playground Safety Surfacing, from \$771,325 to \$789,493.75.

6. PURCHASING DEPARTMENT – Taylor Dorta

- a) Request to extend the “2023 Furnishing of Village Uniforms” with Express Press, 1860 E. St Louis Street, Springfield, Missouri 65802, from March 1, 2025 through February 28, 2026, in the amount of \$39,039.17, with no increase in unit pricing.
- b) Request to extend the “2024 Contract for Printing Services” with Minute Man Press, 255 Sunrise Highway, Merrick, New York 11566, from March 1, 2025 through February 28, 2026, in the amount of \$30,932, with no increase in unit pricing.

7. RECREATION CENTER – Elizabeth Comerford

- a) Request approval of the annual subscription and hosting fees with RecDesk, 300 Middlesex Plaza, Middletown, Connecticut 06457, from March 1, 2025 through February 28, 2026, in the amount of \$16,500.
- b) Request approval to renew the personal services agreement with Tanya Adamovich for fencing classes, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$3,400, with no increase.
- c) Request approval to renew the personal services agreement with Defense Concepts, Inc. for karate classes, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$15,000, with no increase.
- d) Request approval to renew the agreement with the Freeport Police Athletic League, Inc. from March 1, 2025 through February 28, 2026, in an amount not to exceed \$10,000, with no increase.
- e) Request approval to renew the personal services agreement with Shawn Garnier for dance classes, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$7,000, with no increase.
- f) Request approval to renew the personal services agreement with Cheryl Gayle for tumbling classes, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$6,000, with no increase.
- g) Request approval to renew the agreement with the Long Island Arts Council from March 1, 2025 through February 28, 2026, in the amount of \$20,000, with no increase.

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- h) Request approval to renew the personal services agreement with Elvis Maduro for pickleball classes, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$3500, with no increase.
 - i) Request approval to renew the personal services agreement with Linda Morales for Kids Yoga, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$5,000, with no increase.
 - j) Request approval to renew the personal services agreement with Carol Murphy for Aquacise classes, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$6,500, with no increase.
 - k) Request approval to renew the personal services agreement with Hayat Pineiro for Adult Zumba classes, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$3,000, with no increase.
 - l) Request approval to renew the personal services agreement with Deborah Stecker for chair yoga classes, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$3,000, with no increase.
 - m) Request approval to renew the personal services agreement with Robyn Workman for acting, singing, and dancing classes, from March 1, 2025 through February 28, 2026, in an amount not to exceed \$3,500, with no increase.
- 8. WATER & SEWER – Robert R. Fisenne**
- a) Request to advertise a notice to bidders for “Furnishing of Water Meters 2025” in the Freeport Herald on December 5, 2024, with a return date of January 7, 2025.

COMMENTS PERMITTED ON AGENDA ITEMS

Incorporated Village of Freeport
INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: November 22, 2024
RE: Annual Subscription Renewal for 3/1/25 to 2/28/26 of ATTOM DATA Acquired
GeoData Plus, LLC on 7/7/2021

The Assessment Department has a need to renew a property sales program that covers Nassau County. The Freeport property information will be used as a tool in decisions relative to property sales comparable, detail property reports, liens, listings, property zoning map and aerial photographs as part of the recertification process and also aid in the grievance process. The total cost of the annual subscription is \$558.90 and no increase for the 2025/2026 fiscal year and it will be charged to A135504 542800 Service Contracts & Repairs.

The agreement is with ATTOM DATA, Dept. LA 24693, Pasadena, CA 91185-4693


Vilma I. Lancaster
Assessor

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

WHEREAS, the Assessment Department has a need to renew a property sales program that covers Nassau County; and the Freeport property information will be used as a tool in decisions relative to property sales comparisons, detail property reports, liens, listings, property zoning maps, and used as part of the recertification process and grievance process; and

WHEREAS, this service is provided by ATTOM DATA, Dept. LA 24693, Pasadena, CA 91185-4693, in the amount of \$558.90; and

WHEREAS, the licensing period will run from March 1, 2025 through February 28, 2026 at a cost of \$558.90; with no increase for the 2025/2026 year; and

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

THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Assessor, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary for the subscription renewal with ATTOM DATA, Dept. LA 24693, Pasadena, CA 91185-4693, in the amount of \$558.90 for a period running from March 1, 2025 through 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

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: December 02, 2024
RE: 2025/2026 Final Assessment Roll

Pursuant to Section 1410 of the Real Property Tax Law of the State of New York, the 2025/2026 Final Assessment Roll of the Incorporated Village of Freeport will be filed on Thursday, January 2, 2025.

The roll will be open for inspection during normal business hours and remain on file for fifteen days in the Village Clerk's office and Assessor's office after publication of said notice.

It is requested that the Mayor and Board of Trustees direct the Village Clerk to post and publish the required legal notice in the Freeport Herald edition dated Thursday, January 2, 2025



Vilma I. Lancaster
Assessor

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

WHEREAS, pursuant to §1410 of the Real Property Tax Law of the State of New York, the 2025-2026 Final Assessment Roll of the Incorporated Village of Freeport will be filed on January 2, 2025; and

WHEREAS, the roll will be open for inspection during normal business hours and remain on file for fifteen days in the Village Clerk's office and Assessor's office after publication of said notice; and

NOW THEREFORE BE IT RESOLVED, that the Board authorize the Village Clerk to post and publish the required legal notice in the Freeport Herald edition dated January 2, 2025.

The Clerk polled the Board as follows:

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

NOTICE OF COMPLETION OF
ASSESSMENT ROLL
VILLAGE OF FREEPORT

TAKE NOTICE that the 2025/2026 Final Assessment Roll for the Village of Freeport, New York, for the Year 2025 has been completed and will be filed in the office of the Village Clerk and Assessor's Office on Thursday, January 2, 2025 where it will remain open to the public for fifteen (15) days after the date of this notice.

Pamela Walsh Boening
Village Clerk

Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma Lancaster, Village Assessor
 DATE: November 19, 2024
 RE: Tax Certiorari Negotiated Settlement

Permission is requested from the Board to approve the recommended negotiated settlement for the property listed below.

Petitioner Attorney: **Forchelli Deegan Terrana, LLP**

Petitioner: HFI Realty LLC
 Property Addressess / SBL: 42 Woodcleft Ave
 62 / 173 / 316
 39 Woodcleft Ave
 62 / 177 / 19-22
 43 Woodcleft Ave
 62 / 177 / 23-27
 0 V/L S/O 43 Woodcleft Ave
 62 / 177 / 28

Total Refund: 2017/2018 to 2024/2025 – Total Refund: **\$6,413.11** – Total AV: **18,200** going forward 2025/2026, 2026/2027, and 2027/2028.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2017/18	0.0181	22,231	22,231	0	0.62296	\$0.00
2018/19	0.0180	22,231	22,231	0	0.62296	\$0.00
2019/20	0.0172	22,231	22,231	0	0.62296	\$0.00
2020/21	0.0162	22,231	22,231	0	0.62296	\$0.00
2021/22	0.0151	22,231	21,140	1,091	0.62296	\$679.65
2022/23	0.0150	22,231	21,000	1,231	0.62296	\$766.86
2023/24	0.0130	22,231	18,200	4,031	0.61649	\$2,485.07
2024/25	0.0122	22,231	18,200	4,031	0.61561	\$2,481.52

Refund: \$6,413.11

The Current 2025 Market Value of \$1,822,213 was settled at \$1,491,803 based on the EQ Rate of 1.22.

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in 2025 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

Permission is further requested that the Village Treasurer issue a refund to the petitioner's attorney for the above property.



Vilma I. Lancaster
Village Assessor

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

WHEREAS, the Assessor has negotiated tax certiorari settlements for the Assessment Years listed below; and

Petitioner Attorney: Forchelli Deegan Terrana, LLP

Petitioner: HFI Realty LLC
 42 Woodcleft Ave
 62 / 173 / 316
 39 Woodcleft Ave
 62 / 177 / 19-22
 43 Woodcleft Ave
 62 / 177 / 23-27
 0 V/L S/O 43 Woodcleft Ave
 62 / 177 / 28

Total Refund: 2017/2018 to 2024/2025 – Total Refund: \$6,413.11 – Total AV: 18,200 going forward 2025/2026, 2026/2027, and 2027/2028.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2017/18	0.0181	22,231	22,231	0	0.62296	\$0.00
2018/19	0.0180	22,231	22,231	0	0.62296	\$0.00
2019/20	0,0172	22,231	22,231	0	0.62296	\$0.00
2020/21	0.0162	22,231	22,231	0	0.62296	\$0.00
2021/22	0.0151	22,231	21,140	1,091	0.62296	\$679.65
2022/23	0.0150	22,231	21,000	1,231	0.62296	\$766.86
2023/24	0.0130	22,231	18,200	4,031	0.61649	\$2,485.07
2024/25	0.0122	22,231	18,200	4,031	0.61561	\$2,481.52

Refund \$6,413.11

WHEREAS, the Stipulation of Settlement will be prepared for the above-referenced matter; and

WHEREAS, permission is requested giving the Village Attorney authorization to sign the stipulation of settlement; and

NOW THEREFORE BE IT RESOLVED, that the above-listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2017/2018 through the 2024/2025 Final Assessment Rolls and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$6,413.11.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

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

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma I. Lancaster, Village Assessor
 DATE: November 12, 2024
 RE: Request to Terminate a PILOT from 2025/2026 Tentative Assessment Roll

A permission is hereby requested to remove a PILOT from the 2025/2026 Tentative Assessment Roll. The request is based on the agreement of the Village and IDA for the PILOT – EAS Commercial St having a termination date as of 12/31/2024.

The property listed below will now be taxed in 2025/2026 and the new market value will be calculated based on the EQ rate of 1.22 and the taxable is based on the 2024 tax rate of \$61.561.

S / B / L	Property Address	PILOT Owner / Exemption Code 18020	2024/2025	2025/2026
55 / 491 / 332	30 Commercial St	E A S Commercial St LLC	PILOT IDA Allocation Dollar Amount \$42,128.73 Market Value – EQ 1.30 \$5,256,615	Taxable Dollar Amount \$42,068.32 Market Value EQ 1.22 \$5,601,311


 Vilma I. Lancaster, Assessor

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

WHEREAS, permission from the Assessor is requesting Board approval to remove a PILOT from the 2025/2026 Tentative Assessment Roll; and

WHEREAS, the request is based on the agreement of the Village and IDA for the PILOT – EAS Commercial St having a termination date as of 12/31/2024; and

WHEREAS, the property listed below will now be taxed in 2025/2026 and the new market value will be calculated based on the EQ rate of 1.22 and the taxable is based on the 2024 tax rate of \$61.561; and

S / B / L	Property Address	PILOT Owner / Exemption Code 18020	2024/2025	2025/2026
55 / 491 / 332	30 Commercial St	E A S Commercial St LLC	PILOT IDA Allocation Dollar Amount \$42,128.73 Market Value – EQ 1.30 \$5,256,615	Taxable Dollar Amount \$42,068.32 Market Value EQ 1.22 \$5,601,311

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees be authorized to retroactively approve the corrections to the 2025/2026 Tentative Assessment Roll.

The Clerk polled the Board as follows:

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

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

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: November 21, 2024

Re: Renewal of BST & Co. CPA, LLP - Auditing Services

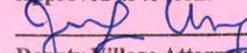
The Assessment Department 2025 renewal contract agreement from BST & Co - Auditing Services in connection with Real Property Tax Certiorari Proceedings dated June 19, 2023 will not have an increase for 2025 as listed below. This contract agreement term is from 3/1/2025 to 2/28/2026. BST & Co provides auditing services for tax certiorari petitioners' books for the purpose of substantiating the petitioners' statement of income and expenses. BST & Co qualifications to perform such services as requested from the Village of Freeport is based on BST overall knowledge and experience of services provided to municipal governments.

BST & Co fee for the engagement amount remains the same - \$2,500, no increase in advance retainer deposit that will be credited against the value of time and expense as it accumulates. The initial retainer will apply to the matter regardless of time charges incurred and is replenished when the balance of the unspent falls below \$1,000. Listed below states the years from 2023 to 2025 that BST & Co has not increased their services.

	12/31/2023	12/31/2024	12/31/2025
Partners	\$365.00-\$400.00	\$365.00-\$400.00	\$365.00-\$400.00
Senior Managers	\$305.00-\$360.00	\$305.00-\$360.00	\$305.00-\$360.00
Managers	\$260.00-\$300.00	\$260.00-\$300.00	\$260.00-\$300.00
Analysts/Senior Analysts	\$190.00-\$255.00	\$190.00-\$255.00	\$190.00-\$255.00
Other Department Staff	\$115.00-\$180.00	\$115.00-\$180.00	\$115.00-\$180.00

The expenses will be charged to Budget line A 193004 545500 and is totally reimbursable from tax certiorari bond proceeds and that the Mayor be and hereby is authorized to sign any documentation necessary to approve the contract agreement with BST & Co. The mailing address is 10 British American Boulevard, Latham, NY 12110.


Vilma I. Lancaster
Village Assessor

Approved as to form

Deputy Village Attorney

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

WHEREAS, on September 26, 2016, the Board of Trustees awarded the RFP for Auditing Services in Connection with Real Property Tax Certiorari Proceedings to BST & Co. CPA, LLP, 26 Computer Drive West, Albany, New York, 12205 and David F. Newton, CPA, 6 Roosevelt Avenue, Port Jefferson Station, New York, 11776; and

WHEREAS, said services were to be on an as-needed basis and carried a provision for a one-year renewal if mutually accepted; and

WHEREAS, since GML §103 does not require a bid for these professional services, the Village may opt to extend the contract without re-bidding the services; and

WHEREAS, the retainer fee for the engagement amount remains the same at \$2,500.00, and a minimum fee of \$1,000.00 (no increase) will apply to the matter regardless of time charges incurred, the standard hourly rates for billable travel time of this year agreement reflects an increase slightly from year to year as listed; and

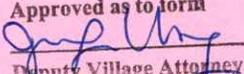
	12/31/2023	12/31/2024	12/31/2025
Partners	\$365.00-\$400.00	\$365.00-\$400.00	\$365.00-\$400.00
Senior Managers	\$305.00-\$360.00	\$305.00-\$360.00	\$305.00-\$360.00
Managers	\$260.00-\$300.00	\$260.00-\$300.00	\$260.00-\$300.00
Analysts/Senior Analysts	\$190.00-\$255.00	\$190.00-\$255.00	\$190.00-\$255.00
Other Department Staff	\$115.00-\$180.00	\$115.00-\$180.00	\$115.00-\$180.00

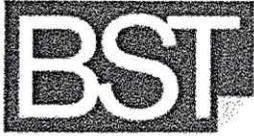
WHEREAS, these services will be charged to A193004 545500 (Judgments and Claims) and reimbursable from tax certiorari bond proceeds; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any documents necessary to approve the one-year renewal of the proposal of BST & Co. CPA, 10 British American Boulevard, Latham, NY 12110 to provide auditing services on an as-needed basis 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



November 21, 2024

Village of Freeport
c/o Robert T. Kennedy, Mayor
46 North Ocean Avenue
Freeport, NY 11520

Re: Village of Freeport – Real Property Tax Certiorari Proceedings

Dear Mr. Kennedy:

This document will outline the terms of the retention of BST & Co. CPAs, LLP (“BST”) in the above captioned matters. The engagement entails providing forensic accounting services to review the books and records of real property taxpayers for purposes of determining the reasonableness of the statements of income and expense in connection with tax certiorari proceedings from March 1, 2024 through February 28, 2025.

DOCUMENT AND INFORMATION NEEDS

A preliminary request for information that will enable us to undertake our forensic analyses will follow under separate cover, once retained. These engagements may include meeting(s) with the parties, an on-site visit of the business' or practice's offices and a possible inspection of the original financial records in order to accumulate all the information needed to arrive at our conclusions.

At times, based on the particular facts and circumstances of a case, the expertise of other professionals, such as real estate appraisers, industry experts, or compensation or vocational specialists may be warranted. To the extent the need presents itself in a particular case, we will inform you accordingly. Many cases do not require additional experts. The responsibility for retention of any additional professionals, however, shall not be borne by BST. The responsibility to retain said professionals lies with the Village of Freeport. If BST is requested to recommend an individual or firm to fulfill an assignment, BST shall not assume any responsibility for the work product of any other professionals retained in conjunction with this or any other assignment but may rely on their opinion(s) in formulating our opinion without the performance of any additional due diligence.

Robert T. Kennedy, Mayor
November 21, 2024
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By signing this retainer agreement, upon request by our office, you agree to provide us promptly, all information and documentation of which you have knowledge, or which is in the Village of Freeport's possession that we deem necessary in connection with our engagements. Additionally, the Village of Freeport represents and warrants that all information and documentation provided or to be provided by you is true, correct and complete to the best of your knowledge and belief.

LIMITING CONDITIONS

It must be understood that our findings may only be used for these particular matters and the communication or publishing of our findings for any other purpose without our written consent is expressly prohibited. If due to circumstances beyond our control it is our belief that we were not provided with information and documentation sufficient to perform the engagement, we will not render a conclusion or issue a report in conjunction with the engagement.

We will not perform an attest engagement (audit or review) as defined by the American Institute of Certified Public Accountants. Any use of such terms as "examine" or "review" etc., should not be construed within that context. Rather, we will perform only those procedures that we feel are necessary in our professional judgment to complete the engagement.

Our fees and the Village of Freeport's unconditional obligation for payment are not in any way contingent on our findings or the results of the ultimate settlement or decision of the Court.

Our conclusions may be based in part on representations and information obtained from others. We take no responsibility for the accuracy or veracity of such information beyond any customary due diligence that may be performed for purposes of our findings. Additionally, we do not take responsibility to update our report for those events or circumstances unknown to us or occurring after the date of our report(s).

All workpapers created by us will remain the property of BST. We will be liable only to produce or return those materials and documents supplied to us by you during an engagement upon your written request. We reserve the right to retain copies of documents that, in our opinion, are necessary to complete our file and support our conclusions. Any workpapers or other proprietary information developed by BST during the conduct of an engagement will only be produced in response to court order, subpoena or when requested at trial to support our expert opinion(s).



In signing this letter, the Village of Freeport further agrees to the following records retention policy. We maintain copies of those documents provided to us for a period of five (5) years from the last date of our involvement in the matter as determined by reference to our billing records. BST assumes that any documents provided us during the course of an engagement are copies and that the producing party has maintained the originals. Documents provided to us, whether in paper format, disk or other digital format, after conversion to our system, may be destroyed. BST accepts no responsibility to maintain or return documents provided to us unless a written request for the return of specific documents is submitted along with the documents produced. In that event, we will convert those documents to our system and return them to you as soon as practicable.

APPROACH TO SERVICE

Our offices will employ a client service team in providing all services under this agreement. In accordance with this approach, professionals at varying billing levels will be utilized during the course of the engagement. Each will be assigned specific tasks and/or aspects of an engagement based upon nature and complexity.

BILLING TERMS

Billings will be based on the actual time expended, plus actual disbursements. When using an automobile for travel, reimbursement will be sought at the current Federal mileage rate in effect at the time of billing. Travel time is billable at the standard hourly rates in effect for any travel time within a 50 mile radius of the office serving your case. Any travel time outside the 50 mile radius will be billed at discounted hourly rates, i.e., 40% of standard rates outlined below. Our current hourly rates are as follows:

Partners and Directors	\$365.00-\$400.00
Senior Managers	\$305.00-\$360.00
Managers	\$260.00-\$300.00
Analysts/Senior Analysts	\$190.00-\$255.00
Other Department Staff	\$115.00-\$180.00



Our standard advance retainer requirements were previously satisfied in connection with this matter and are thus waived in connection with this retainer. The fee of \$2,500 was received on July 18, 2023 and will be credited against the value of time and expense as it accumulates. Please be advised that the ultimate fee will probably exceed the retainer deposit. The initial retainer is replenishable when the balance of the unspent retainer falls below \$1,000. All charges will be billed periodically, normally not less than monthly, and payment of our invoices in excess of the balance of any retainer deposit is expected upon their receipt. All outstanding fees are payable before trial and/or the communication of our findings. The above hourly rates will remain in effect until December 31, 2025, at which time they will be redetermined. A minimum fee of \$1,000 will apply to this matter regardless of time charges incurred. Once charges are billed and paid, they are deemed final and are not subject to further modification or future disgorgement. If a matter proceeds to trial, we reserve the right to require an additional trial retainer to be applied against time and expense incurred in preparation and trial attendance. The extent of trial preparation will be based solely on our judgment.

Please carefully review all invoices. If you believe any invoices to be in error or have any objections, you shall notify our office in writing of each contested time or expense charge and the reason underlying each objection. If we do not receive such written notice of error or objection within fifteen (15) days of the date of the invoice, the invoice will be deemed final, fair and accurate in all respects and will not be subject to future dispute or modification. Our billings, and your unconditional requirement to pay them, are not in any way contingent on the ultimate resolution of a matter. All outstanding balances are immediately due and payable upon the settlement of a case or the completion of any required court testimony.

You have the unconditional right to terminate our services. In addition, we have the unconditional right to withdraw our representation immediately upon written notice. In that event, any unexpired retainer will be refunded as soon as practicable. Similarly, any unbilled time and expense will be billed and, together with any unpaid invoices, will become immediately due and payable.

We reserve the right to discontinue services if billings are not paid within 30 days of being rendered or when otherwise due sooner under this agreement. If any outstanding bills regarding a matter are turned over to a third party for collection, it is agreed that all costs related to that action will be the Village of Freeport's responsibility, including attorney's fees of the greater of \$7,500 or 15% of the outstanding balance, which is hereby agreed to be just and reasonable. Interest at the rate of 9% per annum will be added to any balance outstanding for more than 30 days. The total liability of BST including our partners and employees, for any and all claims or counterclaims related to this engagement, is limited to the total fees paid to us for work performed on this engagement.



Robert T. Kennedy, Mayor
November 21, 2024
Page 5 of 8

BST will not have any obligation to issue a report or other document, or communicate its research, analysis, or conclusions, and will not have any obligation to appear for or provide written or oral testimony or evidence at trial, deposition or elsewhere, until your account is paid in full and retainer requirements met or unless alternative payment arrangements have been mutually agreed to in writing between BST and the Village of Freeport. BST will have no liability to the Village of Freeport, or any other person, by reason of suspension of services or withdrawal, due to the Village of Freeport's failure to pay all amounts due BST.

In the event we are compelled by subpoena, court order or government regulatory agency to appear at any proceeding as a result of our involvement in a case or to provide documents received or generated in this case, even if subsequent to the resolution of the case by settlement or adjudication, the Village of Freeport agrees to reimburse us for all expenses incurred in compliance thereof, as well as compensate us at the hourly rates in effect at the time and upon the same terms and conditions provided in this retainer agreement.

By signing this agreement, the Village of Freeport agrees to immediately inform us in writing of any disposition of each case by court decision, settlement or discontinuance of the action.

ENFORCEMENT, JURISDICTION AND SEVERABILITY

This agreement is governed by the laws of New York State and any enforcement action(s) that may be necessary due to the breach of the terms of this agreement or any and all other claims which may arise regarding the services covered by this agreement, are subject to venue in Albany County, New York.

This agreement constitutes the entire agreement and cannot be modified or amended in any way unless in writing executed by all parties. Any claim of oral amendment to this agreement shall be deemed unenforceable, null and void. This agreement will remain in full force and effect between you and any successor to BST unless objected to in writing by you, the client, within 30 days written notice by BST.

If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall have no effect upon and shall not impair the enforceability of any other provision of this agreement, which shall continue to be and remain in full force and effect.



CONFIDENTIALITY

Our services are confidential. All steps deemed reasonable by BST will be taken to control access or availability of any documents and records related to this matter.

In the interest of facilitating these engagements, we routinely communicate by facsimile transmission or electronic mail (e-mail) over the Internet. Such communications may include information that is deemed confidential. If you consent to the use of facsimile and/or e-mail communications for these matters, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent. Accordingly, we take no responsibility for any unauthorized or unintended interception of these communications or access to them. Your execution of this retainer agreement will be deemed to constitute your consent to our use of these communication media.

SCHEDULING

It is agreed that our offices will be consulted by counsel prior to the setting of any conference and/or trial dates to avoid scheduling conflicts. Should such scheduling conflicts result, all reasonable efforts will be expended by all parties to resolve them. In the event that scheduling orders are issued and/or trial dates are set by the Court, our offices must be notified immediately by counsel. In any event, we will require a minimum of 30 days after receipt of all information and documentation deemed necessary by us before we can issue our reports in these matters.

CONFLICTS

We have determined that we have no known conflicts in accepting this engagement. We have, however, regular occasion to work with many lawyers. Due to our extensive forensics/litigation practice, it may be that we have been involved with the lawyers and/or their firms on other matters. We do not, however, deem such involvement or interaction a professional or ethical obstacle to accepting this engagement, and assure you that in no way would it impede our professional objectivity in this matter.

ACCEPTANCE AND CLOSING

This is a legally binding contract. By signing, you represent that you read the entire agreement, understand its terms and, if found advisable, sought the advice of counsel in executing this agreement. We recommend you do so. The written representations and terms contained herein constitute the entire agreement. Any amendments must be in writing and executed by both parties.



Robert T. Kennedy, Mayor
November 21, 2024
Page 7 of 8

We would like to thank you for this opportunity to be of service. Should the terms of the arrangement be satisfactory, please indicate your understanding and agreement of the terms contained herein by **signing the original of this agreement in the space provided** and returning it, together with the retainer amount, as soon as possible so that we may commence planning and scheduling engagements. No work will commence on these engagements until the signed agreement and retainer amount has been received. A copy of the undersigned's curriculum vitae is attached for your review.

Per our agreement and pursuant to New York State's Electronic Signatures and Records Act, you agree that a signed digital (electronic) copy of this agreement will have the same legal validity and effect as an original signed version.

Please direct all mailings to our central administrative office at 10 British American Boulevard, Latham, New York 12110, to ensure prompt attention and response.

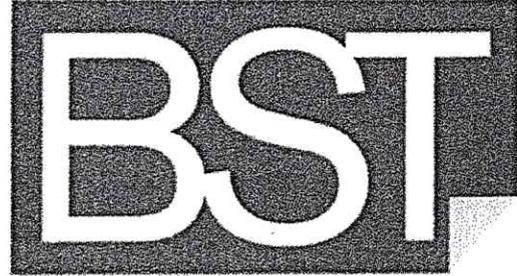
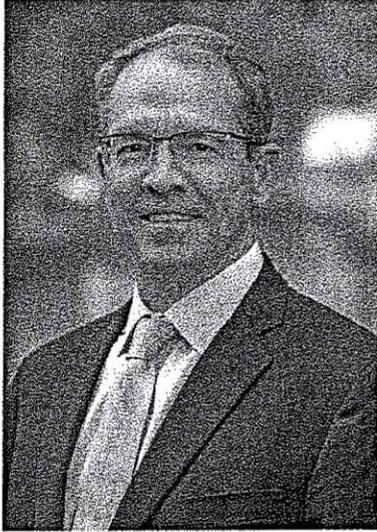
Very truly yours,

BST & Co. CPAs, LLP
Valuation, Forensic Accounting & Litigation Support


Michael J. Raymond, Partner

Enclosures





Michael J. Raymond, CPA, ABV, CFF
Partner & Practice Leader – Valuation,
Forensic Accounting & Litigation Support

Professional Experience

- Court Appointed expert in New York State Supreme Court, New York, Kings, Queens, Rockland, Westchester, Albany, Saratoga and Schenectady Counties, and The High Court of Justice, London, United Kingdom
- Testified and qualified as an expert in New York State Supreme Court, New York, Westchester, Richmond, Rockland, Orange, Albany, Rensselaer, Onondaga, Erie and Franklin Counties
- Personally involved in over one thousand (1,000) independent business, professional practice, license and advanced degree valuations prepared in connection with matrimonial matters, shareholder actions, buy/sell agreements, commercial litigation, mergers/acquisitions, estate and gift transactions
- Personally prepared appraisals of equity-based compensation awards, including stock options, restricted stock units, (RSUs) and stock appreciation rights (SARs)
- Personal involvement in numerous fraud, forensic accounting, income and asset tracing engagements
- Retained and testified as economic expert in personal injury and wrongful death matters

Positions Held

- Partner in Charge, Valuation & Litigation Services Group – BST & Co. CPAs, LLP, Albany and New York, New York, 2018 – present
- Partner – BST & Co. CPAs, LLP, Albany and New York, New York, 2003 – 2017
- Senior Manager – BST Valuation & Litigation Advisors, LLC, 2001 – 2003
- Manager- Valuation & Litigation Services Group, Bollam, Sheedy, Torani & Co., LLP, CPAs, Albany, New York, 2000 – 2001
- Senior Valuation Analyst - Bollam, Sheedy, Torani & Co., LLP, CPAs, Albany, New York, 1999 – 2000

- Manager - Financial Planning and Analysis, Kaiser Permanente – Northeast Division, national Health Maintenance Organization, 1998 – 1999
- Senior Accountant - national certified public accounting firm of Urbach, Kahn & Werlin, PC, CPAs, Glens Falls, New York and Washington, D.C., 1994 – 1997
- Staff Accountant - Urbach, Kahn & Werlin, PC, CPAs, 1993

Education

- Graduate of Siena College, Loudonville, New York, Bachelor of Business Administration in Accounting
- More than forty hours continuing professional education annually, concentrated in Business Valuation, Fraud, Forensic Accounting and Litigation Support

Professional Activities

- Member of the American Academy of Matrimonial Lawyers (AAML) Foundation, Forensic and Business Valuation Division
- Member of the National Association of Divorce Professionals (NADP) as well as the NYC Union Square/Flatiron Chapter
- Member of the Non-Lawyer Family Law Related Professionals Committee of the New York State Bar Association (NYSBA)
- Appointed to the ad hoc committee on Maintenance Guidelines legislation, 2014-2015
- American Institute of Certified Public Accountants (AICPA)
- New York State Society of Certified Public Accountants (NYSSCPA)
- Licensed Certified Public Accountant (CPA) - State of New York, April 1997
- Certificate for Educational Achievement in Business Valuation from the American Institute of Certified Public Accountants
- Certified in Financial Forensics (CFF), American Institute of Certified Public Accountants, August 2008
- Accredited in Business Valuation (ABV), American Institute of Certified Public Accountants, February 2000

Presentations

- October 2022 – “**Special Purpose Acquisition Companies (SPACs)**”, New York Chapter of the American Academy of Matrimonial Lawyers (AAML), Canandaigua, NY
- July 2022 – “**Demystifying Cryptocurrency: Identifying, Valuing and Distributing Cryptocurrency in Matrimonial Matters**”, New York State Bar Association, Family Law Section, Newport, RI
- October 2021 – “**Surfing the Waves of COVID-19, Challenges in Developing a Credible and Defensible Valuation Opinion in the Wake of the Pandemic**”, American Academy of Matrimonial Lawyers, Lake George, NY

- July 2019 – “Forensic Puzzles: Deeper Dive into Hidden Income and Assets, Lifestyle Analysis and Forensic Accounting”, New York State Bar Association, Family Law Section, Saratoga Springs, NY
- June 2019 – “Unraveling the New Tax Law’s Impact on Domestic Relations Law & Extended Updates”, New York State Bar Association, Family Law Section, Mineola, NY and Albany, NY
- May 2019 – American Academy of Matrimonial Lawyers, New York, NY
- May 2018 – Speaker and Panelist for American Academy of Matrimonial Lawyers, Continuing Legal Education Seminar, “New Tax Law Effects on Business Valuation”
- February 2018 – Speaker for BST & Co. CPAs LLP presentation to Matrimonial Attorneys in New York, New York, “Tax Law Mega-Millions, How the Law Affects You and Your Clients”
- October 2017 and March 2018 – Guest Lecturer, Siena College, Advanced Fraud and Forensic Accounting Graduate Course, “Litigation Support and Business Valuation”
- October 2017 – Speaker and Panelist for Young Associate Matrimonial Society (YAMS) Continuing Legal Education Seminar, “Matrimonial Attorneys and Forensic Accountants Working in Harmony”
- April 2017 – Speaker for the American Bar Association, Webinar, “Using Personal Tax Returns in Formulating Your Maintenance and Property Division Case”
- November 2016 – Speaker for BST & Co. CPAs LLP, Continuing Professional Education Seminar, “Financial Statement Analytics in Valuation & Litigation”
- October 2016 – Speaker and Panelist for American Academy of Matrimonial Lawyers, Continuing Legal Education Seminar, “Support and Equitable Distribution Issues in Executive Compensation: From Incentive to Severance”
- May 2016 – Speaker and Panelist for American Academy of Matrimonial Lawyers, Continuing Legal Education Seminar, “When Valuing an Interest in a Professional Practice or Personal Services Business, What is Appropriate Standard of Value and What Income is Available for Maintenance in View of the New Maintenance Guidelines?”
- April 2016 – Speaker and Panelists for New York State Bar Association, Family Law Section Continuing Legal Education Seminar, “Business Valuation in Connection with a Matrimonial Matter”
- October 2015 – Speaker and Panelist for the New York Bar Association, Family Law Section Seminar, “Using the Tax Return in Developing Your Equitable Distribution Case”
- October 2015 – Speaker for the Nassau County Bar Association Dean’s Hour, “The New Maintenance Guidelines”
- May 2015 – Speaker and Panelist for the New York State Bar Association, Family Law Section Seminar, “Divorce Anniversaries II: Valuation and Executive Compensation”
- October 2014 – Speaker SaxBST presentation, “Holistic Planning in Divorce and Separation”
- December 2013 - Speaker and Panelist for the New York State Bar Association, Family Law Section Seminar, “Matrimonial Trial Institute IV: A Mock Financial Trial”
- July 2011 - Speaker and Panelist for the American Bar Association, webinar presentation entitled, “Mining Individual, Corporate & Partnership Tax Returns”
- June 2011 - Speaker and Panelist on Statements on Standards for Valuation Services (SSVS) for American Academy of Matrimonial Lawyers (AAML), New York Chapter

- February 2011 - Speaker on Tax Return Analysis, presented for the Matrimonial Law Committee, Association of the Bar of the City of New York
- November 2009 - Guest Lecturer on Business Valuation, Albany Law School, "Introductory Accounting, Finance and Auditing for Lawyers"
- May 2005 – 2008 - Participant and Instructor at the American Bar Association Family Law Institute, Houston, Texas, May 2005, 2006, 2007 and Denver, Colorado May 2008
- February 2003 - Panelist and Speaker on "Business Valuation" at Educator's Night, Presented by The Northeast Chapter of the New York State Society of Certified Public Accountants

Publications and Other Creative Activity

- March 2015 – Prepared seminar materials for the New York State Bar Association, Family Law Section Seminar, "Divorce Anniversaries II: Valuation and Executive Compensation"
- December 2012 - Prepared seminar materials for the New York State Bar Association, Family Law Section seminar, "Matrimonial Trial Institute III: Trial Techniques and Strategies"
- October 2009 - "For Asset Managers, The Risk is in The Return", *MatAlert Volume IX*
- June 2003 - "Avoiding Duplication in Business and Enhanced Earnings Valuation, Maintenance and Child Support", Matlaw CLE Seminar "How to Try Your Divorce Case-Practice/License Valuation, Duplication Analysis and Income Reassignment Method", Rochester, New York
- January 2003 - "Small Business Valuation", The Albany & Adirondack Chapters of the Institute of Management Accountants, Albany, New York, January 2003
- September 2002 - "What Matrimonial Attorneys Should Know About Stock Options and Property Division", *New York Family Law Monthly*

Industry Appraisal Experience

- Start-up and venture capital enterprises
- Hedge Funds, Private Equity Funds and Alternative Investment Managers
- Commercial and Residential Real Estate Development, Construction, Management
- Heavy Construction
- Real Property and Other Asset Holding Enterprises
- Automobile, Boat, RV and Equipment Dealerships
- Insurance Companies, Brokerages and Agencies
- Agriculture and Cannabis
- Investment Managers, Brokers, Specialists
- Professional Service Firms – Law, Engineering, Architects, Accounting, Financial Planning
- Medical Groups, Practices, Hospitals, Surgery Centers
- Intellectual Property
- Technology Companies
- Pharmaceutical Companies
- Cosmetics
- Apparel and Accessories

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: November 21, 2024
RE: Real Estate Assessment Group Inc. Contract 3/1/2025– 2/28/2026

The Assessment Department is requesting to renew the contract for 3/1/2025-2/28/2026 Fiscal Year with Mr. Mark Davella from Real Estate Assessment Group, Inc., due to his extensive knowledge of SCAR and Tax Certiorari proceedings related to Freeport.

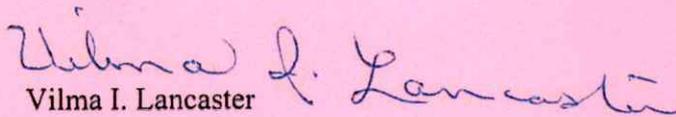
Mr. Davella has worked for the Village for the past 11 years. His extensive knowledge of Freeport and areas outside of Freeport and combined with his background and skills in commercial and residential appraisals has reduced the number of grievances and refund amounts that we pay to the legal firms and property tax reduction companies. Mr. Davella experience as a former Administrative Judge at Nassau County Supreme Court, was to make decisions relative to SCARS; as such he is able to take a stance for the Village of Freeport against the firms that have SCARS proceedings against the Village of Freeport.

Mr. Mark Davella has been successful in presenting his workups for each property by preparing five or six appraisal comparable for SCAR and workups for Tax Certioraris, in addition to income and expense analysis, market analysis, along with information on permits, sales, and leases as part of the review of the subject property. Resulting in the average amount of refunds paid back to petitioners for Tax Certioraris is approximately 20% to 25% on average.

The professional services performed by Real Estate Assessment Group Inc. are specialized skills and are therefore exempt from competitive bidding requirements of General Municipal Law. The expenses for this service are paid from account A193004 545500 - Judgments & Claims. The current contract was for twelve months to remain in line with the Village's fiscal year of 2024/2025 at \$117,357 and the request for 2025/2026 is an increase of 2% from the current fee and not to exceed \$119,704 and the contract is adjusted to state a monthly rent of \$400 for the use of his office space and REAG agrees to pay. Use of this office space shall only be for work related to this contract. The request equates to a minimum of 1,248 hours for a twelve month

period @ a rate of \$95.92 per hour and that includes various out of pocket expenses. There are no additional hours billed or paid should Real Estate Assessment Group, Inc. spend more time with the Assessment Department during the twelve months.

Request authorization for the Mayor to execute any and all documents necessary to effectuate this agreement with Real Estate Assessment Group Inc., located at 11 Buchanan Street, Freeport, NY 11520.


Vilma I. Lancaster
Village Assessor

Note: 2024/2025 Contract Attached

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

WHEREAS, every year the Village of Freeport requires a review of numerous Small Claim Assessment Review (SCAR) petitions and Tax Certiorari Petitions; and

WHEREAS, the work to be done by the Assessment Office includes the preparation of those petitions for negotiations and presentation to the Court for a decision and/or in the case of the Tax Certiorari petitions, review and sending to mediation for settlement purposes; and

WHEREAS, beginning in the 2014 Assessment Year, the Village brought these functions in-house and has reduced refunds and associated costs by 42% and will continue to do execute these functions in house going forward; and

WHEREAS, the Village requires the services of someone with a background in commercial and residential appraisals with extensive knowledge of Village properties as well as the SCAR procedure to keep these functions in-house; 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, Real Estate Assessment Group, Inc. (REAG), 11 Buchanan Street, Freeport, New York 11520, has the tools and expertise to adequately perform such services; and

WHEREAS, these services will be performed pursuant to an agreement beginning on March 1, 2025 and ending on February 28, 2026 for a fee not to exceed \$119,704 to be billed at the rate of \$95.92 per hour with a cap of 1,248 hours, an increase of 2% from the current fee; and

WHEREAS, if REAG has any conflict of interest, as determined by the Office of the Village Attorney, in which REAG or any of its officers, agents or employees are unable to perform its duties under this contract, and the Village of Freeport is required to hire or otherwise obtain the services of an outside or another vendor or the use of a Village employee, such cost shall be reduced from REAG's contract with the Village of Freeport; and

WHEREAS, for use of the office space in Village Hall, REAG agrees to pay a monthly rent of \$400; use of this office space shall only be for work related to this contract; and

WHEREAS, the expense of this service will be paid from account A193004 545500 – Judgments & Claims; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Assessor, Vilma Lancaster, the Board approves and the Mayor be and hereby is authorized to execute a Consulting Agreement with Real Estate Assessment Group, Inc., 11 Buchanan Street, Freeport, New York 11520 beginning March 1, 2025 and ending on February 28, 2026 for a not to exceed cost of \$119,704 subject to the following restriction:

1. If REAG has any conflict of interest, as determined by the Office of the Village Attorney, in which REAG or any of its officers, agents or employees are unable to perform its duties under this contract, and the Village of Freeport is required to hire or otherwise obtain the services of an outside or another vendor or the use of a Village of Freeport employee, such cost shall be reduced from REAG's contract with the Village of Freeport.
2. For use of the office space in Village Hall, REAG agrees to pay a monthly rent of \$400. Use of this office space shall only be for work related to this contract.

The Clerk polled the Board as follows:

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

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

DIRECTIVE

TO: Vilma I. Lancaster, Village Assessor December 5, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 4, 2023:

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

WHEREAS, every year the Village of Freeport requires a review of numerous Small Claim Assessment Review (SCAR) petitions and Tax Certiorari Petitions; and

WHEREAS, the work to be done by the Assessment Office includes the preparation of those petitions for negotiations and presentation to the Court for a decision and/or in the case of the Tax Certiorari petitions, review and sending to mediation for settlement purposes; and

WHEREAS, beginning in the 2014 Assessment Year, the Village brought these functions in-house and has reduced refunds and associated costs by 42% and will continue to do execute these functions in house going forward; and

WHEREAS, the Village requires the services of someone with a background in commercial and residential appraisals with extensive knowledge of Village properties as well as the SCAR procedure to keep these functions in-house; 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, Real Estate Assessment Group, Inc. (REAG), 11 Buchanan Street, Freeport, New York 11520, has the tools and expertise to adequately perform such services; and

WHEREAS, these services will be performed pursuant to an agreement beginning on March 1, 2024 and ending on February 28, 2025 for a fee not to exceed \$117,357 (\$58,678.50 per six month period), to be billed at the rate of \$94.00 per hour with a cap of 1,248 hours (624 hours per six month period), an increase of 2% (\$2,301) from the previous year; and

WHEREAS, if REAG has any conflict of interest, as determined by the Office of the Village Attorney, in which REAG or any of its officers, agents or employees are unable to perform its duties under this contract, and the Village of Freeport is required to hire or otherwise obtain the services of an outside or another vendor or the use of a Village employee, such cost shall be reduced from REAG's contract with the Village of Freeport; and

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

WHEREAS, for use of the office space in Village Hall, REAG agrees to pay a monthly rent of \$400; use of this office space shall only be for work related to this contract; and

WHEREAS, the expense of this service will be paid from account A193004 545500 -- Judgments & Claims; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Assessor, Vilma Lancaster, the Board approve and the Mayor be authorized to execute a personal services agreement with Real Estate Assessment Group, Inc., 11 Buchanan Street, Freeport, New York 11520 beginning March 1, 2024 and ending on February 28, 2025 for a not to exceed cost of \$117,357.00 subject to the following restriction:

1. If REAG has any conflict of interest, as determined by the Office of the Village Attorney, in which REAG or any of its officers, agents or employees are unable to perform its duties under this contract, and the Village of Freeport is required to hire or otherwise obtain the services of an outside or another vendor or the use of a Village of Freeport employee, such cost shall be reduced from REAG's contract with the Village of Freeport.
2. For use of the office space in Village Hall, REAG agrees to pay a monthly rent of \$400. Use of this office space shall only be for work related to this contract.

The Clerk polled the Board as follows:

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

cc:

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

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Real Estate Assessment Group, Inc.

March 1, 2025 to February 28, 2026

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____ 202____, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF" or "the Village"), and Real Estate Assessment Group, Inc., located at 11 Buchanan Street, Freeport, New York 11520 (hereinafter referred to as "REAG"):

WITNESSETH:

WHEREAS, REAG has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport from time to time, specifically in the recertification of Village properties with regards to tax exempt statuses, and,

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

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

TERMS AND CONDITIONS

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

1. *Employment.*

IVF hereby employs REAG as an independent contractor, and REAG hereby accepts employment upon the terms and conditions hereinafter set forth. Nothing in this contract shall entitle REAG to any benefits granted by contract or law to Village employees.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 for a period of one year culminating on February 28, 2026 with an option for renewal upon approval by the Village Board of Trustees and with a right by either party to terminate this Agreement upon thirty (30) day written notice.

3. *Compensation.*

For all services rendered by REAG under this Agreement, the IVF shall pay the Consultant a fee of \$119,704.00 to be billed at the rate of \$95.92 per hour with a cap of 1,248 hours. All services to IVF and any and all submitted claims for payment shall be accompanied by an itemized listing of the services rendered and the dates and times on which they were rendered. If REAG has any conflict of interest, as determined by the Office of the Village

Attorney, in which REAG or any of its officers, agents or employees are unable to perform its duties under this contract, and the Village of Freeport is required to hire or otherwise obtain the services of an outside or another vendor or the use of a Village of Freeport employee, such cost shall be reduced from REAG's contract with the Village of Freeport. Any and all legal determinations and decision are to be made by the Village Attorney's Office.

3a. *Rent*

For use of the office space in Village Hall, REAG agrees to pay a monthly rent of \$400. Use of this office space shall only be for work related to this contract.

4. *Duties.*

REAG will provide investigatory services and support with regards to the recertification of tax exempt statuses within the Village. This process will concentrate on the Tax Roll of all exempt classes.

The nature of the services to be rendered includes:

- Visiting locations in order to determine use and the nature of the activities performed on the property during various hours of the day.
- Observing the amount of parking and the nature of signage on the property to determine usage.
- Taking photos of locations by address.
- Reviewing County, Public and Sale Records.
- Verifying property ownership and organization continuity.
- Verifying NYS corporate records.
- DMV searches.
- Income verification.

All of these services will be performed under the direction of the Village Assessor and under review by the Village Attorney. The Assessor will determine the properties and/or applicants to be researched. She will dispatch a representative from REAG with a specific direction and/or task and the results will be brought back to her for the basis of her analysis and her determination on the tax exempt application.

Furthermore, any investigations that require the issuance of subpoenas or surveillance are to be first reviewed and approved by the Village Assessor with further review by the Village Attorney.

REAG will provide services to review SCAR petitions and Tax Certiorari Petitions, including the preparation of those petitions for negotiations and presentation to the Court for a decision and/or in the case of the Tax Certiorari petitions, review and sending to mediation for settlement purposes.

5. Extent of Services.

REAG shall devote such time, attention and energies to IVF as needed in order to accomplish the task outlined hereto, under the direction of the Village Assessor, but not to exceed the amount of \$117,357.00 for the contracted period.

However, REAG shall not, during the term of this Agreement, be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided that it does not conflict with the work being performed for the Village and that REAG shall not disclose any information, IVF documents and/or other information given to or acquired by REAG in the course of performing its duties.

6. No Participation.

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

7. Hold Harmless.

To the fullest extent permitted by law, REAG agrees to defend (including attorney's fees), pay on behalf of, indemnify, and hold harmless the IVF, its elected and appointed officials, employees, volunteers and others working on behalf of IVF against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the IVF, its elected and appointed officials, employees, volunteers and/or or others working on behalf of the IVF, by reason of personal injury, including bodily injury and/or property damage, including loss of use thereof, which arises of or is in any way connected or associated with this contract.

8. Non-Disclosure.

REAG agrees that confidential information obtained or procured during the course of its services and/or work with the Village shall be kept strictly confidential and shall not be

sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction or electronic transmission (including facsimile transmissions, whether written or electronic), without the Village's prior written consent.

REAG agrees that it shall be responsible for ensuring that its representatives to whom confidential information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or in any unauthorized manner. REAG also agrees that it shall be responsible for ensuring that its representatives to whom such confidential information is disclosed under this Agreement return such information to the Village or destroy it.

This provision shall survive the termination and/or expiration of the contract.

9. Death or Disability.

If due to death, disability or illness, REAG is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to REAG.

10. Assignment.

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

11. Notices.

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

12. Documents

All documents that REAG utilizes to perform services on behalf of IVF shall remain the property of IVF. This shall include hard copies as well as electronic documents

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

REAG, Inc.
11 Buchanan Street
Freeport, New York 11520
Attn: Mark Davella

12. *Entire Agreement and Waiver.*

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

13. *Amendments.*

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

14. *Parties in Interest.*

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

15. *Severability.*

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

16. *Subject Headings.*

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

17. *Applicable Law.*

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

18. *Miscellaneous.*

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

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

INCORPORATED VILLAGE OF FREEPORT

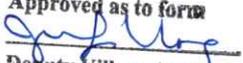
BY:

ROBERT T. KENNEDY, MAYOR

Real Estate Assessment Group, Inc.

BY:

MARK DAVELLA

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: November 19, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Bid Recommendation - Bid #24-11-ELEC-716
Furnishing of Aqueous Ammonia

At the bid opening on November 12, 2024, the Electric Department received two bids in response to its advertisement for the furnishing of aqueous ammonia. Bids were received from Tanner Industries, Inc. and Airgas Specialty Products, Inc. In the bid specifications, the bidders were asked to bid using the Tampa Low Average Price as the pricing index. Both companies were responsive and responsible. Tanner submitted the lower adder price and offered that price for one year only. The adder for both companies is firm only through February 28, 2026.

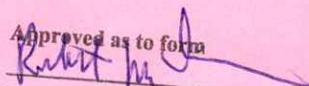
Vendor	Tampa Index Adder Price	Adder Price	Winning Bidder
Airgas Specialty Products, Inc.	\$980.00 (1 st year only)	Subject to change 2 nd + 3 rd year.	
Tanner Industries, Inc.	\$860.00 (1 st year only)	Subject to change 2 nd + 3 rd year.	X

It is the recommendation of the Superintendent of Electric Utilities that the Furnishing of Aqueous Ammonia bid be awarded to the lowest responsible and responsive bidder meeting specifications, Tanner Industries, Inc., 735 Davisville Road, Southampton, PA 18966 with a firm Tampa Index Adder Price of \$860.00 for the period March 1, 2025 to February 28, 2026. The adder price is subject to escalation in Years 2 and 3 and the contract will only be extended upon the mutual consent of both parties. This expense will be charged to Account E7143316 510000 – LM6000 Production Supplies, and shall be on an as needed basis not to exceed \$35,000.00 per year. The ammonia is used for the control of emissions at Power Plant 2. There are sufficient funds available in this account.



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
Peggy Lester, Mayor's Office
Pamela Walsh Boening, Village Clerk
Alvin McDaniel, Comptroller

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

WHEREAS, on October 7, 2024, the Board authorized the Village Clerk to publish a Notice to Bidders, for the “Furnishing of Aqueous Ammonia”, Bid# 24-11-ELEC-716; and

WHEREAS, at the bid opening on November 12, 2024, the Electric Department received two (2) bids in response to its advertisement for the furnishing of aqueous ammonia; and

WHEREAS, the lowest responsive and responsible bidder was submitted by Tanner Industries, Inc., 735 Davisville Road, Southampton, PA 18966, with a firm Tampa Index Adder Price of \$860.00 and shall be on an as needed basis not to exceed \$35,000.00 per year for the period March 1, 2025 to February 28, 2026; and

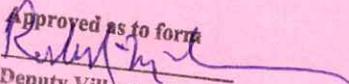
WHEREAS, the adder price is subject to escalation in Years two (2) and three (3) and the contract will only be extended upon the mutual consent of both parties; and

WHEREAS, the cost of this product will be charged to Account E7143316 510000 – LM6000 Production Supplies and there are sufficient funds available in this account; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Electric Utility, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to award for the “Furnishing of Aqueous Ammonia”, Bid# 24-11-ELEC-716 to Tanner Industries, Inc., 735 Davisville Road, Southampton, PA 18966, with a firm Tampa Index Adder Price of \$860.00 not-to-exceed \$35,000.00 per year for the period 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: Eric Rosmarin, Superintendent of Electric Utilities October 8, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 7, 2024:

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

WHEREAS, the Freeport Electric Department requires the purchase of 19% aqueous ammonia to run the LM6000 at Power Plant 2; and

WHEREAS, procurement of the ammonia requires the use of competitive bidding under General Municipal Law §103 and the Village’s Procurement Policy; and

WHEREAS, the contract shall be for two (2) years with an option to extend on an annual or monthly basis as best meets the needs for the Village, not to exceed one (1) additional year; and

WHEREAS, the cost of this product will be charged to Account E7143316 510000 – LM6000 Production Supplies and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Electric Utility, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the “Furnishing of Aqueous Ammonia”, Bid# 24-11-ELEC-716 in the Freeport Herald and other relevant publications of general circulation on October 10, 2024, with bid specifications available from October 15, 2024 to November 8, 2024, with a return date of November 12, 2024.

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 15, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: RFP #24-11-ELEC-717
Furnishing of Electrical Engineering Services to Freeport Electric

By the due date, November 8, 2024, the Electric Department received one response to its advertisement for Furnishing of Electrical Engineering Services to Freeport Electric (20 copies of the specification were picked up). David A. Yigdal, P.E., submitted the sole responsive and responsible proposal.

Proposer	Cost Per Hour	Hours Per Year	Total Amount per Year
David A. Yigdal, P.E. Consulting Engineer 158 Shady Lane Westbury, NY 11590	\$115.00	1080	Not to Exceed \$124,200.00

Mr. Yigdal was awarded the engineering services contract for the March 1, 2024 to February 28, 2025 period at a rate of \$105.00/hr. The rate for March 1, 2025 to February 28, 2026 is \$115.00/hr.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that RFP #24-11-ELEC-717 – Furnishing of Electrical Engineering Services to Freeport Electric be awarded to the sole responsive and responsible proposer meeting specifications, David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 for the cost of \$115.00/hr., not to exceed \$124,200.00 for a term running from March 1, 2025 to February 28, 2026. The cost for these services shall be charged to various accounts including E7411020 574000 and E7414204 574000.



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 _____, who moved that the following be adopted, to wit:

WHEREAS, on October 7, 2024, the Board authorized the Village Clerk to advertise a Notice for Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric”, RFP #24-11-ELEC-717; and

WHEREAS, by the due date, November 8, 2024, the Electric Department received one (1) response to its advertisement for Furnishing of Electrical Engineering Services to Freeport Electric (20 copies of the specification were picked up); and

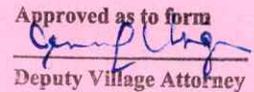
WHEREAS, the sole responsive and responsible proposer was submitted by David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 for the cost of \$115.00/hr., not to exceed \$124,200.00 for a term running from March 1, 2025 to February 28, 2026; and

WHEREAS, the cost of these services shall be charged to various accounts including E7411020 574000 and E7414204 574000; 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 award for the “Furnishing of Electrical Engineering Services to Freeport Electric”, RFP #24-11-ELEC-71, to David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 for the cost of \$115.00/hr., not to exceed \$124,200.00 for a term running 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: Eric Rosmarin, Superintendent of Electric Utilities October 8, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 7, 2024:

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

WHEREAS, the Electric Department is requesting the Board to authorize the Village Clerk to advertise a Notice for Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric”, RFP #24-11-ELEC-717; and

WHEREAS, the request for proposals is for developers and associated engineering firms to participate with Freeport Electric in the development of the following projects: renewable energy projects and various overhead, underground and fiber optics upgrades; and

WHEREAS, the specifications cover services for a period of one (1) year, with an option at the Village’s discretion to extend the term for one (1) additional year; and

WHEREAS, the cost of these services shall be charged to various accounts including E7411020 574000 and E7414204 574000; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Acting Superintendent of Electric Utilities, the Village Clerk is hereby authorized to publish a Notice for Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric”, RFP #24-11-ELEC-71, in the Freeport Herald and other relevant publications of general circulation on October 10, 2024, with bid specifications available from October 15, 2024 to November 8, 2024, with a return date of November 8, 2024.

The Clerk polled the Board as follows:

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

cc:

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

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

DIRECTIVE

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

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

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

WHEREAS, on November 13, 2023, the Board authorized the Village Clerk to advertise a Notice of Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric”, RFP #23-12-ELEC-679; and

WHEREAS, by the due date, December 15, 2023, the Electric Department received three (3) responses to its advertisement; and

WHEREAS, the lowest responsive and responsible proposal was submitted by David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, New York 11590, for the cost of \$105.00/hr., not to exceed \$113,400.00; for a term running from March 1, 2024 to February 28, 2025; and

WHEREAS, Mr. Yigdal was awarded the engineering services contract for the March 1, 2023 to February 29, 2024 period at a rate of \$100.00/hr.; the rate for March 1, 2024 to February 28, 2025 is \$105.00/hr.; and

WHEREAS, the cost of these services shall be charged to various accounts including WO #2409 (Microgrid) (E110000 – Construction Work in Progress); 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 for the Furnishing of Electrical Engineering Services to Freeport Electric, RFP #23-12-ELEC-679, to David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, New York 11590, for the cost of \$105.00/hr., not to exceed \$113,400.00; for a term running from March 1, 2024 to February 28, 2025.

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

Furnishing of Electrical Engineering Services to Freeport Electric



RFP #24-11-ELEC-717 Technical Proposal

David A Yigdal PE - Consulting Engineer

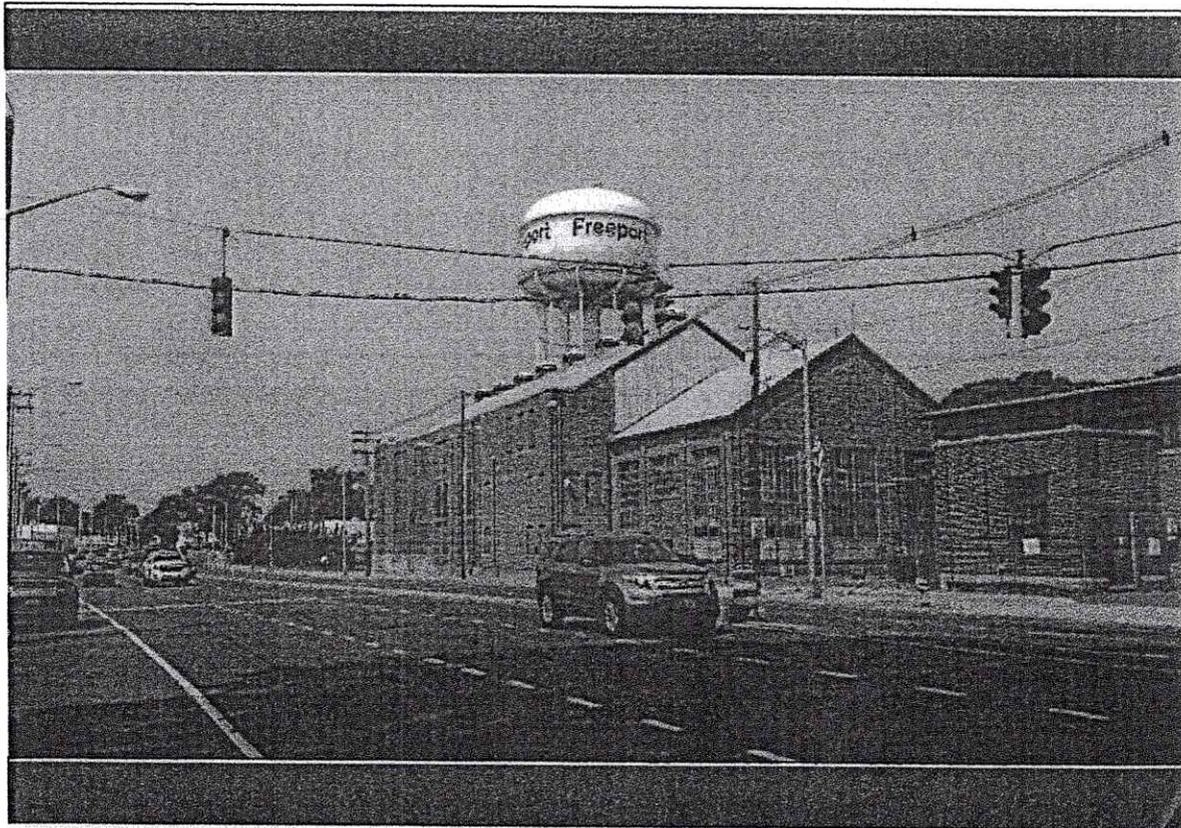


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3. Relevant Experience – Liico/Keyspan
4. to 8. Relevant Experience – Freeport Electric
9. Proposal of Costs
10. Proposal Submission Form
11. Notary Public

David A. Yigdal, PE

158 Shady Lane Westbury, NY 11590 Telephone: 516-642-4119

October 29, 2024

Ms. Taylor D'Orta
Buyer
Inc. Village of Freeport
46 N. Ocean Ave.
Freeport, NY 11520

Re: Furnishing of Electrical Engineering Services to Freeport Electric – RFP #24-11-ELEC-717

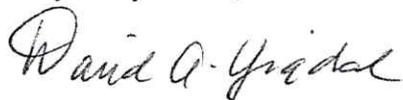
Dear Ms. D'Orta:

I am pleased to submit this proposal to provide professional engineering services to Freeport Electric as requested in RFP #24-11-ELEC-717.

Please review the attached documents outlining the nature and extent of my designing all facets of generation, substation, transmission, and distribution projects. My experience was attained through a diverse career as engineer, supervisor, manager, and electrical consultant on a multitude of projects all over Long Island. With over 50+ years of combined experience at LILCO/Keyspan and Freeport Electric, I have the knowledge base, skills, and experience to provide excellent electrical engineering services required by the Village of Freeport.

I have enclosed one hard copy and one electronic copy of my proposal for your review and evaluation. Should you require further information, please contact me at 516-642-4119 or e-mail me at dayigdal@gmail.com

Very Truly Yours,



David A. Yigdal, PE

SERVICE OVERVIEW;

Within a 35 year career at LILCO/Keyspan, and an additional 24+ years as an Engineering Consultant to Freeport Electric, I bring a wealth of experience in many differing areas of utility centric electrical engineering. In 1971, I received my P.E. license in N.Y.

This includes all aspects of planning, specifying, designing, testing, and service implementation for High Voltage Equipment (4kv thru 138kv) including Air Circuit Switches, SF6 and Vacuum Breakers, Cable and Conduit Systems, Power Plant and Distribution Substations, SCADA controls, Fiber Optic Telecommunications, Protective Relaying, and all other ancillary devices.

My goal is to always achieve the finest possible outcome for the client by incorporating innovative solutions that accomplish two goals. Provide maximum safety to construction and operating personnel, and the general public; and establishing an optimal design at minimum cost

Please refer to Relevant Experience for additional details of my many accomplishments

Contact Information:

Authorized Person:
David A Yigdal
158 Shady Lane
Westbury, NY 11590

dayigdal@yahoo.com
516-642-4119

RELEVANT EXPERIENCE AND QUALIFICATIONS

Over a 50+ year successful career, I have been involved in projects ranging from 480 Volts through and including 138Kv.

LILCO/Keyspan

Beginning a 13 year career in Utility Distribution, I was involved with 13.2 Kv overhead and underground designs for radial, loop feed, automatic throw-over, and both spot and area network installations. This includes development of automation devices utilizing PLC and similar type systems, SCADA controls via hardwire and radio telecommunications, and design of circuits similar in operation and function of today's "Microgrid" configurations.

Subsequently for the next 9 years, I held the position supervising a team of engineers that designed Control and Protection (C&P) of transmission, substation, and generation facilities across Long Island. During this tenure, I directed and participated in detailed engineering for relaying new transmission lines for the Shoreham Nuclear Plant, 100 Mw Brookhaven Gas Turbines, Northport Power Plant Substation, Montauk diesel generator refurbishment, and relay improvements to the Holtsville 500 MVA gas turbines. In addition, my team prepared engineering for more than a dozen 138 Kv to 13 kv substation C&P projects adding new transformer banks, HV breakers, 13kv Switchgear, and additional cable exit feeders.

In 1981, I was the "Hardware" procurement engineer/manager responsible for the complete refurbishment of the LILCO System Operations headquarters in Hicksville, NY that replaced a vintage IBM computer system having limited operator capability with the first completely integrated state-of-the-art "Quad" system manufactured by Control Data System. This \$8,000,000 project consisted of preparing plans, design of the integrated control systems, and preparing detailed specifications and drawings for procurement of equipment. It involved replacing obsolete hard wired SCADA with first generation solid state (and later microprocessor) remote terminal units (RTU), installing new analog metering for tracking power plant Mw, providing new triple CRT work stations in the Operations room, and modernizing the existing electrified "map board" with a modern digital control system.

In addition, my team was tasked with simultaneously modernizing the LILCO gas Operations Control Room with a computer driven map board that eliminated obsolete electro mechanical telemetry equipment. At this time, my team and I began the replacement of substation electromechanical SCADA by adding the first generation totally microprocessor controlled RTU's manufactured by Systems Northwest at a dozen substations. (In future years, this number of microprocessor substation RTU's would grow to more than 175 units installed.)

I was selected as Manager of the Substation Division of Electrical Engineering Dep't in 1986 and planned and organized budgeting, planning, specification preparation, and procurement for the upgrading of several existing substations with additional

transformer banks, and HV equipment. The group, at that time, also prepared specifications for 138kv pipe type cable, and were involved in new overhead transmission line designs for the Shoreham transmission network and repair specifications for the existing 7 Northport-Norwalk cables that were damaged by large ships dragging anchor in Long Island Sound.

In 1989 I was appointed as Manager of Transmission and Distribution and was charged with directing all aspects of design and procurement for T&D and managing a large group of designers working with early versions of AutoCad software. This position provided me the means for the three groups to work collaboratively on all mutual projects resulting in more effectively reaching budget targets within established time lines. My organization successfully designed and collaborated with Con Ed. to engineer and install the Y49 Sprainbrook to East Garden City 345 KV line and substation enhancements at the LILCO end. Budget management for these organizations averaged more than \$25 million per year.

Later, in 1991, I was appointed Manager of Plant Electrical Engineering, System Control and Protection, and Engineering Design Divisions charged with providing to planning, procurement, and the management of all aspects of electrical design for these areas of responsibility. This included analysis, construction cost estimating, budget and record keeping, failure investigations, working with outside consultants, and providing training where needed. I managed budgets in the order of greater than \$25 million annually.

Between 1993 and 2000 I was selected to a corporate position where I managed teams of personnel seeking ways to improve the way work was completed in an area called "Process Improvement". Under my direction, we were tasked with analysis of work flow, handoffs, communications, and getting things done with minimal encumbrance. Working with several departments, I personally assisted in teaching "thinking out of the box" methodologies which ultimately saved the corporation several million \$. Many of the lessons learned were applied successfully when LILCO and Keyspan joined forces in 1998.

Freeport Electric

From 2000 to the present, Freeport Electric has contracted me as an Electrical Engineering Consultant. In this position, I have amassed a quantity of accomplishments. Among them are:

Designed and integrated electrical facilities including substation controls, SCADA, and protective relaying at Freeport's Power Plant 2, 50 Mw Gas Turbine, and the incorporation of a 69kv 50 Mw GT at Equus into the Freeport grid.

Redesigned the existing hard fusion connected fiber system to a modern switchable design by adding patch panels at strategic locations and making connections today as easy as "plug and play". The design has taken a "144" duplex fiber system and enhanced it to a "576" future simplex (bidirectional) system. Increased Village

network speeds to 10 GiG with enhanced switching and improved reliability by adding closed switch topography and spanning tree connectivity.

Developed and maintained a system load flow and short circuit program (Easy Power) for the 13kv distribution and 69kv transmission systems. This program is used to study additions and rearrangements of the electric system such as adding capacitors to increase voltage and reducing system losses and providing short circuit values for setting protective relays.

I have assisted with upgrades to the SCADA system by providing specifications for procurement of the current ACS system, RTU's, and other devices meeting the necessary criteria and integrating the design with existing equipment.

Designed modifications and prepared engineering drawings for installation of new or modified system equipment in substations such as adding motor starters, microprocessor relays, and ancillary equipment. A recent project added new SEL-751A microprocessor relays to improve fault operation the 4F substation on all distribution feeders. In addition, I provided design support utilizing AutoCad to prepare and modify system drawings.

Designed changes and prepared engineering for installation of new or modified system equipment in Power Plant 2 to replace an obsolete GT-3 Gas Turbine Protective Relaying System with a modern SEL microprocessor relay system.

Designed programming and graphical user interfaces and functionality for the CT-2 Balance of Plant Control System. This includes the development of complete remote control operation capability and improvements to the current GE system for facilitated operation of valves, switches, controllers, breakers, and starting capability of the LM-6000.

Provided engineering for Power Plant and substation additions at PP1 and PP2 including specifying new and modified switchgear, large motors, transformers, cabling, HV motor starters, connectors, and other component parts.

Designed and developed specifications for a new 3 Mw Redundant Generator for Black Start at Power Plant 1 to provide rapid start of GT-3 or CT-2 at PP2, with future capability for powering the proposed FE Microgrid following a major outage of the Village electric network.

Contributed to the Design and development of the new FE Microgrid to provide ultra resilient power to a critical portion of the FE downtown area providing rapid power outage restoration during major storms. This includes the specification and procurement of new pad mounted sectionalizing devices that are SCADA controllable and are connected to FE SCADA servers through the fiber optic cable network.

Provided design and specifications for the Channel Crossing cable replacement project for 4 distribution 13.8kv circuits. This project replaces 50+ year old submarine cables that are obsolete and will fail in the near future from the effects of corrosion. Underground feeder to Overhead riser design was also provided for accommodating new 3 phase overhead switches at four cable risers.

Utilized existing commercial software to meet FE needs to analyze day-to-day performance operations. Such programs, for example AccSEerator Analytic Assistant by Schweitzer Labs, integrates with our current microprocessor relays for swift short circuit analysis utilizing synchronized satellite clocks facilitating fault studies and determining correct relay operation. In addition, employed EasyPower software for load flow and short circuit analysis of the electrical network.

Prepared programming for accessing database information and reports to meet PSC mandates such as required for Stray Voltage Testing, Facilities Inspections, and Reliability indices.

Investigated distribution, substation, and transmission system failures and assisted in the replacement of failed components such as switches, cables, transformers, etc.

Developed protective relay coordination and fuse coordination for 4, 13, 69, and 138kv systems to maximize system reliability and prevent improper linear tripping of equipment.

Worked with contracted consultants developing specifications and standards for flood resiliency at Power Plant 2 by installing a water impervious wall around the periphery of the plant.

Developed and engineered control room improvements for operating the FE transmission, substation, distribution, and future Microgrid systems. This would include Operator Control Enhancements, automation of operator functions, and display of vital system parameters such as Voltage, Current, and Megawatts. This functional redesign replaces a 50 year old control room with modern large screen video screens and improved security monitoring.

Developing specifications, guidelines, and RFP's for purchasing equipment such as motor control centers, protective relays, programmable controllers, switchgear, and other types of transmission - distribution - substation - plant equipment.

Worked with other FE engineers and consultants to implement 13kv and 4kv system improvements such as the addition of SCADA operated line switches to allow for feeder load manipulation during peak periods, and 4kv to 13kv conversions to decrease system losses. Collaborated with outside consultants for enhancements to the generation system at PP1 and in tandem with consultants assisting FE with the storm resistant Microgrid design for high reliability.

Assisted in distribution system designs to accommodate future feeder exit cable loading capacity at Power Plant 1 and 2 and at 4F substation.

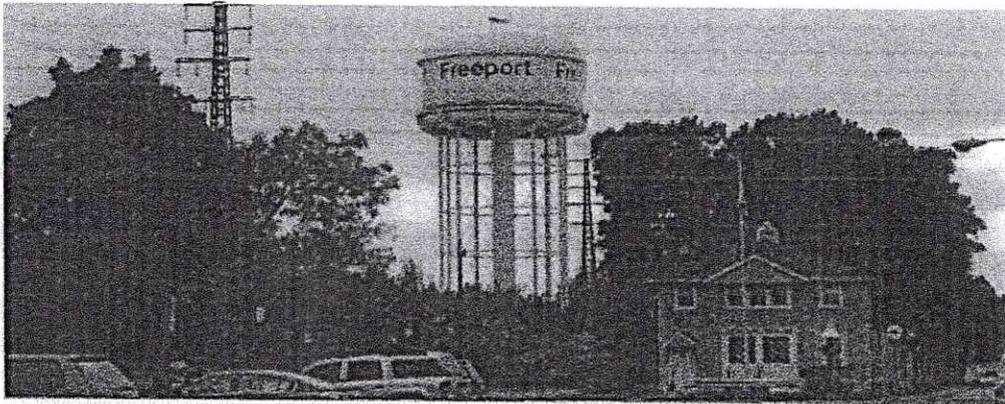
Designed and coordinated FE's Fiber Optic Cable Network to include expansion of facilities, integration of new dark fiber customers, improvements to enhance reliability such as high speed smart switches, and redundant paths.

Led a team of FE personnel in preparation of APPA applications for RP3 designation. This program is based on industry recognized practices in four recognized disciplines... Reliability, Safety, Workforce Development, and System Improvement. In 2018, FE was awarded with a 3 year "Diamond" designation that is the highest honor obtainable placing the utility among the best among the Municipal Utilities in the USA.

Worked in 2023 and 2024 with an FE acquired consulting engineering firm to assist in the design, build, protection and testing of FE's new 3 MW plant at PP1. This also includes the design of 4-13kv step up facilities to connect the new plant with the existing 13.8 Kv distribution network at sub 4F.

Provided training and mentoring of FE personnel in many aspects of the complete FE system design.

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PROPOSAL

**FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO
FREEPORT ELECTRIC**

NAME OF VENDOR David A Yigdal, P.E.
ADDRESS 158 Shady Lane Westbury, New York 11590
MAILING ADDRESS/P.O. BOX _____
TELEPHONE NO. (516) 642-4119
FAX NO. 516-938-5251
EMAIL dayigdal@gmail.com

PURSUANT TO AND IN COMPLIANCE WITH THE ADVERTISEMENT FOR PROPOSALS AND THE INSTRUCTIONS TO PROPOSERS RELATING HERETO, THE UNDERSIGNED, AS A VENDOR, PROPOSES AND AGREES, IF THIS PROPOSAL IS ACCEPTED, TO FURNISH SERVICES AS REQUIRED BY THE MANNER THEREIN PRESCRIBED BY THE PURCHASER PRIOR TO THE OPENING OF PROPOSALS.

TO FURNISH THE SERVICES AS SPECIFIED, THE TOTAL COST PER HOUR TO BE:

One Hundred Fifteen and 00 Cents \$ 115.00
(Write Total Amount in Words)

TO FURNISH THE SERVICES AS SPECIFIED FOR 1080 HOURS, THE TOTAL NET SUM TO BE:

One Hundred Twenty Four Thousand Two Hundred and Zero Cents \$ 124,200.00
(Write Total Amount in Words)

THIS PROPOSAL MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR OPENING OF PROPOSALS.

David A. Yigdal Consulting Engineer 10/29/2024
(Signature of Vendor) (Title) (Date)

David A Yigdal 516-642-4119
(Print or Type Name) (Telephone)

NOTE: PROPOSAL SHALL BE MADE ON THE PROPER FORMS PROVIDED FOR THAT PURPOSE. THE COMPLETE DOCUMENTS SHALL BE SUBMITTED. PROPOSALS SUBMITTED IN ANY OTHER FORM OR UNDER CONDITIONS OTHER THAN SPECIFIED, MAY BE CONSIDERED INFORMAL AND MAY BE REJECTED.

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this

31st day of October 2024

Donna M. Barr
Notary Public

DONNA M. BARR
NOTARY PUBLIC
STATE OF NEW YORK
NO. 02BA6061674
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 12/31/2026

VILLAGE OF FREEPORT
Nassau County, New York



**FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO
FREEPORT ELECTRIC**

RFP #24-11-ELEC-717

MAYOR

Robert T. Kennedy

TRUSTEES

**Jorge A. Martinez
Evette B. Sanchez**

**Christopher L. Squeri
Ronald J. Ellerbe**

**Pamela Walsh-Boening, Village Clerk
Howard Colton, Village Attorney
Ismaela Hernandez, Treasurer**



**Eric Rosmarin, Superintendent
Inc. Village of Freeport**

**Final proposals must be received at the Purchasing Office in
Freeport Village Hall by 4:00 P.M. on Friday, November 8, 2024**

**NOTICE OF REQUEST FOR PROPOSALS
FOR
FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO
FREEPORT ELECTRIC
FOR
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for **"FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC"** until 4:00 P.M. on Friday, November 8, 2024, in the Purchasing Department, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications may be obtained in the Purchasing Department, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from 9:00 A.M. on Tuesday, October 15, 2024, until 4:00 P.M. on Friday, November 8, 2024.

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

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

Taylor D'Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – October 10, 2024

FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC

1. General Expectations

All proposals shall be legibly typed and comply in all regards with the requirements of this RFP.

All proposals must be signed in ink in the blank spaces provided herein. If a firm or partnership makes the proposal, the name and address of the firm or partnership shall be shown together with the names and addresses of the members. If a corporation makes the proposal, an authorized official must sign it in the name of said corporation.

Sealed proposals must be submitted, bearing on the outside the name and address of the proposing party, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the proposal must be enclosed in a sealed package addressed to:

**Taylor D'Orta, Buyer
Purchasing Department
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520**

The Village of Freeport reserves the right to solicit additional information or proposal clarification from vendors, or any one vendor, should the Village of Freeport deem such information necessary.

The Village of Freeport reserves the right to reject any and all proposals, to waive informalities or irregularities in the proposal submission process, and to negotiate further with any proposing parties. Any disputes, or interpretations, will be resolved by the Village of Freeport and will be final.

Any material supplied by a Proposing Party that may be considered confidential, to the extent it is allowed under law, must be so marked with statutory exemption asserted.

Acceptance of the proposal shall be deemed to have been granted only upon the signing of a professional services agreement by both the proposing party and the Mayor of the Incorporated Village of Freeport.

The Village of Freeport accepts no responsibility for expenses incurred in the proposal preparation and presentation. Such expense is to be borne exclusively by the proposing party.

2. Schedule

Proposals must be submitted by 4:00 P.M. on Friday, November 8, 2024. All submitted proposals must arrive at the office of the Purchasing Department, Inc. Village of Freeport Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at or before 4:00 P.M. on Friday, November 8, 2024. Proposals must arrive in a sealed and clearly labeled enclosure.

3. Official Contact

Proposals are due no later than 4:00 P.M. on Friday, November 8, 2024. Each proposal should be sealed and addressed to:

Taylor D'Orta
Buyer
Inc. Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520
procurement@freeportny.gov

Any questions should be directed to:

Eric Rosmarin
Superintendent of Electric Utilities
Freeport Electric
220 W. Sunrise Hwy.
Freeport, NY 11520
516-377-2220
erosmarin@freeportelectric.com

4. Non-Collusive Proposal Certification

By submission of this request for proposal, each proposing party and each person signing on behalf of any proposing party certifies, and, in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposing party and will not knowingly be disclosed by the proposing party prior to opening of the sealed proposals, directly or indirectly, to any other proposing party or to any competitor, and;

3. No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;
4. That all requirements of law including mandatory provisions as to non-collusive proposal have been complied with.

5. Waiver of Immunity

Pursuant to the provisions of Chapter 605 of the laws of 1959 of the State of New York, as amended, if any person when called to testify before a grand jury concerning any transaction or contract with the State of New York, or a political subdivision thereof, or a public authority, or a public department, agency or official of any of the foregoing, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, then, any such person, or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified for a period of five (5) years after such refusal from submitting proposals to, receiving awards, or entering into any contract with any municipal corporation or department or agency or official thereof. If such person refuses to sign a waiver of immunity or to answer any relevant question as aforesaid, then this contract may be canceled or terminated by the Village of Freeport without the Village of Freeport incurring any penalty or damages by virtue of such cancellation or termination.

6. Withdrawal

A proposal already received may be withdrawn from consideration by the Village of Freeport only if the proposing party furnishes a written notice that the proposal is withdrawn prior to the time stated for the opening of the proposal.

7. Certification

The undersigned hereby certifies that he/she understands the specifications, has read the RFP document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor also agrees that acceptance of any or all proposal items by the Incorporated Village of Freeport, within the time frame indicated in this proposal constitutes a contract.

The undersigned hereby certifies that he/she has not participated in nor been party to any collusion, price fixing or any other unethical agreements with any company, firm or person concerning the pricing submitted on this proposal.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized

to submit an offer on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

The individual signing this proposal further certifies that no officer or employee of the Village of Freeport is personally interested directly or indirectly in this proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the Village of Freeport, its officers, agents, or employees had induced them to enter into this proposal and the papers made a part hereof by its terms.

8. Scope of Services

The Village of Freeport Electric Department ("Village") is requesting proposals for Electrical Engineering Services from developers and associated engineering firms to participate with Freeport Electric in the development of the following:

- 1) Renewable Energy Projects
- 2) Various Overhead, Underground and Fiber Optics Upgrades

The Village is a municipal electric utility operating pursuant to Sections 360, et seq., of the General Municipal Law. The Village operates a distribution system on Long Island in New York State. The Village also operates two power plants and is interconnected with the Long Island Power Authority's transmission system. In light of the experience of Superstorm Sandy, and the extensive work to repair the Village's electric system, the Village believes that enhancements of electric generation facilities could provide significant advantages in terms of electric supply, resiliency, and emergency response.

The following outlines the electrical engineering requirements and scope of services needed:

- 1) Knowledge of a range of electrical materials to design and build utility systems through 138 kv including cables, connectors, switches, switchgear, transformers, concrete pads, and other associated equipment.
- 2) Knowledge of power plant construction including generation controls, PLC (Programmable Logic Controllers), medium voltage switchgear, HV Terminations and Splices, Protective Relaying, short circuit and load studies.
- 3) Knowledge of SCADA operations with regard to interconnections with existing devices and adding new equipment as required.
- 4) Knowledge of protective relay coordination for Microgrid devices and fused switches.
- 5) Knowledge of software programming to integrate functions and devices (local and remote) to be incorporated into automated Microgrid and generation black start controls.

- 6) Experience with upgrades and replacement of vintage relaying equipment.
- 7) Assisting AE firms in the preparation of detailed specifications, and engineering drawing and designs for the purchase of electrical equipment.
- 8) Assisting with the expansion and improvements to the Village's fiber optic communications network.
- 9) The annual estimated time to be spent on these projects is one thousand and eighty (1080) hours.
- 10) The contract term shall be from March 1, 2025 to February 28, 2026, with an option to extend the contract for up to one (1) year.

9. Selection

The review and selection of valid and on-time proposals will be undertaken by the Village of Freeport. The Village of Freeport reserves the right to reject any proposal received.

Proposals responsive to the requirements of this RFP will be evaluated and scored in accordance with the Evaluation Criteria.

During or after the review of responses, the Village may submit written questions and requests for clarification, and may conduct interviews.

The Village shall evaluate each respondent in terms of:

Technical Factors	Maximum Points
1 Local Experience	20
2 Experience developing Utility Generation Projects	30
3 Experience with Fiber Optics Projects	20
4 Dedicated development focused on Microgrids and Power Plants	10
Total Technical Factors	80
Total Cost Factors	20

10. Qualifications

Proposals should be limited to ten (10) pages double-spaced. A successful proposer shall demonstrate the following characteristics:

- 1) A NY licensed Professional Electrical Engineer that has more than 25 years of experience on Long Island, including a local presence.
- 2) An Electrical Engineer that has experience with Microgrid technology, power generation, electric distribution design, power plant flood resilience, and associated enabling platforms.
- 3) An Electrical Engineer that exhibits skill and comprehensive development experience in electrical and mechanical power engineering, commercial engineering to include civil and concrete design, clean energy technology, transmission and distribution utility operations, system protection and control engineering, telecommunications engineering, and working at substation and transmission high voltages of 15 kv – 138 kv.
- 4) An Electrical Engineer that has successfully completed Microgrid and power plant projects and is able to participate in the prior listed development projects.
- 5) An Electrical Engineer with a proven track record of evaluating and critiquing submitted infrastructure engineered projects by others and providing redesign as necessary.

PROPOSAL

**FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO
FREEPORT ELECTRIC**

NAME OF VENDOR _____
ADDRESS _____
MAILING ADDRESS/P.O. BOX _____
TELEPHONE NO. () _____
FAX NO. _____
EMAIL _____

PURSUANT TO AND IN COMPLIANCE WITH THE ADVERTISEMENT FOR PROPOSALS AND THE INSTRUCTIONS TO PROPOSERS RELATING HERETO, THE UNDERSIGNED, AS A VENDOR, PROPOSES AND AGREES, IF THIS PROPOSAL IS ACCEPTED, TO FURNISH SERVICES AS REQUIRED BY THE MANNER THEREIN PRESCRIBED BY THE PURCHASER PRIOR TO THE OPENING OF PROPOSALS.

TO FURNISH THE SERVICES AS SPECIFIED, THE TOTAL COST PER HOUR TO BE:

_____ \$ _____
(Write Total Amount in Words)

TO FURNISH THE SERVICES AS SPECIFIED FOR 1080 HOURS, THE TOTAL NET SUM TO BE:

_____ \$ _____
(Write Total Amount in Words)

THIS PROPOSAL MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR OPENING OF PROPOSALS.

(Signature of Vendor) (Title) (Date)

(Print or Type Name) (Telephone)

NOTE: PROPOSAL SHALL BE MADE ON THE PROPER FORMS PROVIDED FOR THAT PURPOSE. THE COMPLETE DOCUMENTS SHALL BE SUBMITTED. PROPOSALS SUBMITTED IN ANY OTHER FORM OR UNDER CONDITIONS OTHER THAN SPECIFIED, MAY BE CONSIDERED INFORMAL AND MAY BE REJECTED.

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this

_____ day of _____ 20____

Notary Public

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 20, 2024

To: Mayor Robert T. Kennedy

From: Keith Muchnick, Acting Superintendent of Electric Utilities

Re: Tyler Technologies, Inc., MUNIS Division
Financial System Support and Maintenance Services – 3/1/2025 – 2/28/2026
ExecuTime Module and Time Attendance – 3/1/2025 – 2/28/2026
Touchscreen 7: Proximity Reader – 5/1/25 – 2/28/26

In March 2010, the Board approved the installation of the MUNIS Financial System provided by Tyler Technologies, Inc. and on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and ExecuTime time attendance. These systems require annual operating system database administrative support and licensing for the various modules. Since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies. The contract period will run from March 1, 2025 to February 28, 2026 for all items except Touchscreen 7: Proximity Reader. Touchscreen 7: Proximity Reader runs from May 1, 2025 to February 28, 2026. The total cost for these items is \$169,418.01. This cost increased by \$8,090.60 (5%) from last year's maintenance (\$161,327.41 – without PACE training).

Therefore, it is the recommendation of the Acting Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the software maintenance and support services agreement provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105 from March 1, 2025 to February 28, 2026 for all items except Touchscreen 7: Proximity Reader which runs from May 1, 2025 to February 28, 2026, for a total cost of \$169,418.01. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain these services. These services shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network).

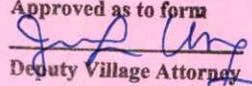


Keith Muchnick
Acting Superintendent of Electric Utilities

KM:db

Attachments

Cc: Howard Colton, Village Attorney
Taylor D'Orta, Buyer

Approved as to form

Deputy Village Attorney

Peggy Lester, Mayor's Office
Pamela Walsh Boening, Village Clerk
Alvin McDaniel, Comptroller

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

WHEREAS, on February 5, 2024, the Board approved the subscription for all MUNIS items except for PACE 5 from Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, for the total cost of \$168,838.35 for a contract period from March 1, 2024 to February 28, 2025; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules; and

WHEREAS, since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

WHEREAS, the contract period with Tyler Technologies will run from March 1, 2025 to February 28, 2026, for all the MUNIS items except Touchscreen 7: Proximity Reader; and

WHEREAS, Touchscreen 7: Proximity Reader will run from May 1, 2025 to February 28, 2026; and

WHEREAS, the total cost for these services is \$169,418.01; this cost increased by \$8,090.60 (5%) from last year's maintenance; and

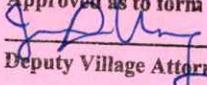
WHEREAS, these services shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network); and

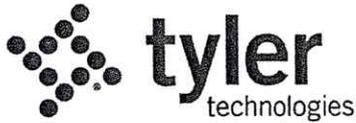
NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to approve the subscription software maintenance and support services agreement provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105 from March 1, 2025 to February 28, 2026 for all MUNIS items except Touchscreen 7: Proximity Reader which runs from May 1, 2025 to February 28, 2026, for a total cost of \$169,418.01.

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



Empowering people who serve the public[®]

Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	216470	09/30/2024	1 of 3

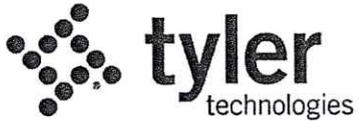


To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Ship To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	41272	Net 30	USD	ELEC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: FREEPORT, NY				
1 Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	27,760.98	27,760.98
2 Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	2,700.00	2,700.00
3 Renewal: TYLER DISASTER RECOVERY SERVICE Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	27,760.98	27,760.98
4 Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER ENTERPRISE Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	17,532.01	17,532.01
5 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	3,528.01	3,528.01
6 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	18,433.76	18,433.76
7 Renewal: SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	1,026.68	1,026.68
8 Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	3,360.01	3,360.01



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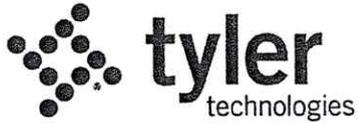
Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	216470	09/30/2024	2 of 3

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
9 Renewal: SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	3,360.01	3,360.01
10 Renewal: SUPPORT & UPDATE LICENSING - FIXED ASSETS Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	4,032.01	4,032.01
11 Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	4,233.58	4,233.58
12 Renewal: SUPPORT & UPDATE LICENSING - INVENTORY Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	3,880.80	3,880.80
13 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	5,680.08	5,680.08
14 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	2,716.57	2,716.57
15 Renewal: SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	4,619.99	4,619.99
16 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	3,696.00	3,696.00
17 Renewal: SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	3,360.01	3,360.01
18 Renewal: SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	3,696.00	3,696.00
19 Renewal: SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	1,680.00	1,680.00



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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

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 PROFORMA**

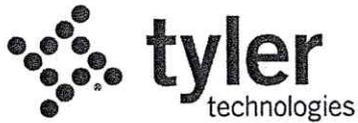
Company	Order No.	Date	Page
045	216470	09/30/2024	3 of 3

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
20	Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	2,998.83	2,998.83
21	Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	1,982.39	1,982.39
22	Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	2,998.83	2,998.83
23	Renewal: SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	5,880.01	5,880.01
24	Renewal: TYLER FORM PROCESSING SUPPORT Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	3,920.00	3,920.00

Does not include any applicable taxes

Order Total: **160,837.54**

COMMENTS:



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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	216471	09/30/2024	1 of 1



To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Ship To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

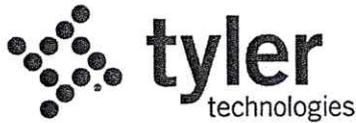
Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 41272		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: FREEPORT, NY				
1 Renewal: Support & Update Licensing - Time & Attendance Maintenance Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	6,459.77	6,459.77
2 Renewal: Support & Update Licensing - Time & Attendance Mobile Access Maintenance Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	1	EA	1,455.37	1,455.37
3 Renewal: Touchscreen 10: Proximity Reader (HID) Maintenance Cycle Start: 03/01/2025, End: 02/28/2026; Term: 12 months	2	EA	241.00	482.00

Does not include any applicable taxes

Order Total: **8,397.14**

Comments:



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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	216473	09/30/2024	1 of 1



To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Ship To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 41272		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: FREEPORT, NY				
1 Renewal: Touchscreen 7: Proximity Reader Cycle Start: 05/01/2025, End: 02/28/2026; Term: 10 months	1	EA	183.33	183.33

Does not include any applicable taxes

Order Total: **183.33**

Comments:

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 5, 2024:

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

WHEREAS, in March 2010, the Board approved the installation of the MUNIS Financial System from Tyler Technologies, Inc.; on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and ExecuTime time attendance from Tyler Technologies, Inc.; on December 13, 2021, the Board approved the renewal software maintenance, support, and services from Tyler Technologies, Inc. 370 US Route One, Falmouth, ME 04105 with the contract period for PACE 5 from May 1, 2022 to April 30, 2023, and the contract period for all other services from March 1, 2022 to March 31, 2023 for a total cost of \$162,623.98; and on April 17, 2023, the Board approved the subscription provided by PACE from Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, for the total cost of \$7,153.28 for a contract period from May 1, 2023 to April 30, 2024; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules; and

WHEREAS, the invoice for Planned Annual Continuing Education (PACE) Training is separate from the MUNIS modules and since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

WHEREAS, in addition, the Village requires Disaster Recovery Support Services (MunDisaster) along with the Tyler conference Registrations; and

WHEREAS, the contract period will run from March 1, 2024 to February 28, 2025 for all the items except PACE 5; the PACE 5 items will run from May 1, 2024 to April 30, 2025; the total cost for these services is \$168,838.35 (This rate has increased by \$27,858.04 from last year's maintenance. Note that the last contract was for 11 months. Also, PACE 5 was not included); and

WHEREAS, these services shall 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, the Board approve and the Mayor be and hereby is authorized to sign

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

any documentation necessary to approve the subscription for all items except for PACE 5 from Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, for the total cost of \$168,838.35 for a contract period from March 1, 2024 to February 28, 2025.

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	

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

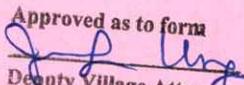
Date: November 20, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Tyler Technologies, Inc., MUNIS Division
Planned Annual Continuing Education (PACE) Training
May 1, 2025 to April 30, 2026

Tyler's Planned Annual Continuing Education (PACE) program is a subscription-based service designed to support and train Village staff on existing and new features with recommendations on best practices in MUNIS. Three Tyler annual user conference registrations are included in this package.

The invoice for PACE training is separate from the MUNIS modules and since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies. This contract period will run from May 1, 2025 to April 30, 2026 for a total cost of \$7,886.50. The cost for PACE training from May 1, 2024 to April 30, 2025 is \$7,510.94. The increase in cost is \$375.56 (5%).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the Planned Annual Continuing Education training provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105 from May 1, 2025 to April 30, 2026, at a cost of \$7,886.50. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain these services. This expense 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

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, on February 5, 2024, the Board approved the subscription for all items (MUNIS Financial System ExecuTime Module and ExecuTime time attendance) except for PACE 5 from Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, for the total cost of \$168,838.35 for a contract period from March 1, 2024 to February 28, 2025; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the Planned Annual Continuing Education (PACE) 5 Training provided by Tyler Technologies, Inc.; and

WHEREAS, the PACE program is a subscription-based service designed to support and train Village staff on existing and new features with recommendations on best practices in MUNIS; three (3) Tyler annual user conference registrations are included in this package; and

WHEREAS, the invoice for Planned Annual Continuing Education (PACE) 5 Training is separate from the MUNIS modules and since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

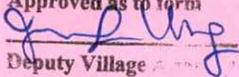
WHEREAS, PACE 5 Training provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, will be for a term from May 1, 2025 to April 30, 2026, at a cost of \$7,886.50; and

WHEREAS, this expense shall 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 available to cover this cost; 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 documentation necessary to approve the subscription for PACE 5 Training provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, for a term from May 1, 2025 to April 30, 2026, for a cost of \$7,886.50.

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 Clerk

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 5, 2024:

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

WHEREAS, in March 2010, the Board approved the installation of the MUNIS Financial System from Tyler Technologies, Inc.; on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and ExecuTime time attendance from Tyler Technologies, Inc.; on December 13, 2021, the Board approved the renewal software maintenance, support, and services from Tyler Technologies, Inc. 370 US Route One, Falmouth, ME 04105 with the contract period for PACE 5 from May 1, 2022 to April 30, 2023, and the contract period for all other services from March 1, 2022 to March 31, 2023 for a total cost of \$162,623.98; and on April 17, 2023, the Board approved the subscription provided by PACE from Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, for the total cost of \$7,153.28 for a contract period from May 1, 2023 to April 30, 2024; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules; and

WHEREAS, the invoice for Planned Annual Continuing Education (PACE) Training is separate from the MUNIS modules and since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

WHEREAS, in addition, the Village requires Disaster Recovery Support Services (MunDisaster) along with the Tyler conference Registrations; and

WHEREAS, the contract period will run from March 1, 2024 to February 28, 2025 for all the items except PACE 5; the PACE 5 items will run from May 1, 2024 to April 30, 2025; the total cost for these services is \$168,838.35 (This rate has increased by \$27,858.04 from last year's maintenance. Note that the last contract was for 11 months. Also, PACE 5 was not included); and

WHEREAS, these services shall 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, the Board approve and the Mayor be and hereby is authorized to sign

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

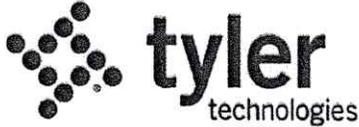
any documentation necessary to approve the subscription for all items except for PACE 5 from Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, for the total cost of \$168,838.35 for a contract period from March 1, 2024 to February 28, 2025.

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	



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Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
045	216472	09/30/2024	1 of 1



To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Ship To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	41272	Net 30	USD	ELEC	

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: FREEPORT, NY				
1 Renewal: PACE 5 - TRAINING Cycle Start: 05/01/2025, End: 04/30/2026; Term: 12 months	5	EA	819.38	4,096.89
2 Renewal: PACE 5 - TYLER CONNECT REGISTRATION Cycle Start: 05/01/2025, End: 04/30/2026; Term: 12 months	3	EA	1,263.20	3,789.61
3 Renewal: PACE 5 - INVESTMENT ASSESSMENT Cycle Start: 05/01/2025, End: 04/30/2026; Term: 36 months	1	EA	0.00	0.00

Does not include any applicable taxes

Order Total: 7,886.50

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 18, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Duncan, Weinberg, Genzer & Pembroke, P.C. – Agreement Amendment 2
Legal Representation for Rate Case (Revised)

Attached for your review is Agreement Amendment 2 to the Legal Services Agreement with Duncan, Weinberg, Genzer & Pembroke, P.C. (DWGP), entered into on March 10, 2023. On May 15, 2023, the Board of Trustees approved the Electric Department's request for DWGP to provide legal representation associated with the electric rate case to be presented to the New York Public Service Commission (PSC). The contract term ran from March 10, 2023 through February 29, 2024 for a not to exceed cost of \$100,000.00 plus expenses. The Electric Department's request to extend the contract to February 28, 2025 was approved by the Board on January 22, 2024. To date, \$28,039.94 has been spent from the approved amount. The current contract amount remaining is \$71,960.06. The Electric Department is requesting to extend the rate case agreement to February 28, 2026, using the \$71,960.06 remaining on the contract. No additional funds are being requested.

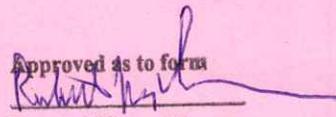
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approves the extension of the rate case legal representation contract with Duncan, Weinberg, Genzer & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006 from March 1, 2025 through February 28, 2026, using the \$71,960.06 remaining on the contract. Further, that the Mayor is authorized to execute all documentation necessary to effectuate this agreement. All expenses related to the rate case shall be charged to E 7813160 578100 (Legal 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 _____, and seconded by Trustee _____, that the following motion be adopted:

WHEREAS, on May 15, 2023, the Board retroactively approved to enter into an agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C. (DWGP) to provide legal representation related to a rate case filing for a term effective March 10, 2023 through February 29, 2024 at a not to exceed cost of \$100,000, plus expenses payable at the rates contained in the letter of agreement; and

WHEREAS, on January 22, 2024, the Board approved to extend the agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, to provide legal representation related to a rate case filing for a term effective March 1, 2024 through February 28, 2025, at a not to exceed cost of \$94,563.50, plus expenses payable at the rates contained in the letter of agreement from 2023/2024; and

WHEREAS, to date, \$28,039.94 has been spent from the approved amount; the current contract amount remaining is \$71,960.06; and

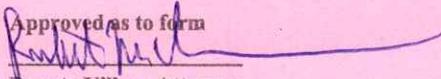
WHEREAS, the Superintendent of Electric Utilities is requesting Board approval to extend the rate case agreement with DWGP from March 1, 2025 through February 28, 2026, using the \$71,960.06 remaining on the contract; No additional funds are being requested; and

WHEREAS, all expenses related to the rate case shall be charged to E 7813160 578100 (Legal 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 the Legal Services – Rate Case, Amendment 2 with Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, to provide legal representation related to a rate case filing for a term effective March 1, 2025 through February 28, 2026, using the \$71,960.06 remaining on the contract.

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

**LEGAL SERVICES – RATE CASE
AMENDMENT 2**

**INC. VILLAGE OF FREEPORT
AND
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

This **AMENDMENT 2** dated December 2, 2024, is made to that certain agreement effective March 10, 2023 (the “Rate Case Agreement”), and is by and between the Inc. Village of Freeport (“Village”), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520, and Duncan, Weinberg, Genzer & Pembroke, P.C. (“Firm”), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006. This **AMENDMENT 2** extends the Rate Case Agreement between the Village and Firm, due to terminate on February 28, 2025, to February 28, 2026.

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

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

INC. VILLAGE OF FREEPORT

BY:

ROBERT T. KENNEDY, MAYOR

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

BY:

Jeffrey C. Genzer

JEFFREY C. GENZER, ESQ.

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 16, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 15, 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 with regard to an upcoming electric rate case before the New York Public Service Commission; and

WHEREAS, the Village of Freeport has been represented by the law firm of Duncan, Weinberg, Genzer, & Pembroke, P.C., 1615 M Street, NW, Suite 800, Washington DC 20036 (DWGP) since approximately 1990; and

WHEREAS, DWGP is qualified to provide the services required, and the Superintendent of Electric Utilities has recommended that the Village retain the services of DWGP for the legal representation associated with the filing of a rate case; and

WHEREAS, DWGP will assist staff with preparing for the filing, briefing the PSC staff, attending pre-file meetings, preparing the case for trial, attending the hearing before the Administrative Law Judge, attending the public statement hearing, and negotiating a settlement

WHEREAS, the not to exceed amount for these services is \$100,000 plus expenses, and expenses will be charged to WO #2508 (E110000); and

NOW THEREFORE BE IT RESOLVED that the Board retroactively approves and the Mayor be authorized to execute any documentation necessary to enter into an agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C. to provide legal representation related to a rate case filing for a term effective March 10, 2023 through February 29, 2024 at a not to exceed cost of \$100,000, plus expenses payable at the rates contained in the letter of agreement.

The Clerk polled the Board as follows:

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

cc:

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

WHEREAS, the Village of Freeport's Electric Utility requires the performance of specialized legal services with regard to an upcoming electric rate case before the New York Public Service Commission; and

WHEREAS, on May 15, 2023, the Board retroactively approved to enter into an agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C. to provide legal representation related to a rate case filing for a term effective March 10, 2023 through February 29, 2024 at a not to exceed cost of \$100,000, plus expenses payable at the rates contained in the letter of agreement; and

WHEREAS, the Village of Freeport has been represented by the law firm of Duncan, Weinberg, Genzer, & Pembroke, P.C., 1615 M Street, NW, Suite 800, Washington DC 20036 (DWGP) since approximately 1990; and

WHEREAS, DWGP is qualified to provide the services required, and the Superintendent of Electric Utilities has recommended that the Village retain the services of DWGP for the legal representation associated with the filing of a rate case; and

WHEREAS, DWGP will assist staff with preparing for the filing, briefing the PSC staff, attending pre-file meetings, preparing the case for trial, attending the hearing before the Administrative Law Judge, attending the public statement hearing, and negotiating a settlement

WHEREAS, the amount expended to date this fiscal year is \$5,436.50; and

WHEREAS, the electric utility wishes to extend the contract period to run from March 1, 2024 through February 28, 2025, utilizing the \$94,563.50 remaining from the 2023/24 contract, which will be charged to E 7813160 578100 (Legal Expense); and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to execute any documentation necessary to extend the agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, to provide legal representation related to a rate case filing for a term effective March 1, 2024 through February 28, 2025, at a not to exceed cost of \$94,563.50, plus expenses payable at the

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

rates contained in the letter of agreement from 2023/2024.

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 12, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Legal Services Agreement – Request for Additional Funds
Duncan, Weinberg, Genzer & Pembroke, P.C.
March 1, 2024 – February 28, 2025

I am requesting the approval of \$38,000.00 in additional funds for legal services provided by Duncan, Weinberg, Genzer & Pembroke, P.C. (DWGP) through the contract termination date of February 28, 2025. These legal services are related to the electric business with the New York Association of Public Power (NYAPP) and the New York Power Authority (NYPA). The increased cost is associated with representing Freeport's interests in NYPA's 2025 Rate Modification Plan process.

DWGP's services were approved by the Board of Trustees on November 27, 2023 with a cap of \$100,000.00 from March 1, 2024 to February 28, 2025. There is currently \$34,229.40 remaining on the contract for the rest of the fiscal year. The additional funds will cover Freeport's portion of the not to exceed cost of \$200,000.00 in legal expenses for the group, represented by DWGP, affected by the rate modification plan.

In June, NYPA shared with its preference power customers a proposed 2025 Rate Modification Plan that would dramatically increase the hydropower rates for all preference power customers, including Freeport. The work to represent our interests in this matter, which could significantly affect our rates, is not covered under the scope of the existing agreement with DWGP.

The plan proposes the following rates that could go into effect as soon as May 1, 2025:

	Current	2025	2026	2027	2028	2029	2030	2031
Rate (\$/MWh)	12.88	16.35	19.30	22.81	27.00	32.00	37.95	25.16
YoY Impact		27%	18%	18%	18%	19%	19%	-34%

We pay NYPA approximately \$3,000,000.00/year for our hydropower, passed on to our customers through the FAC. The approximate increased cost over the term of the proposed plan is approximately \$2,950,000.00.

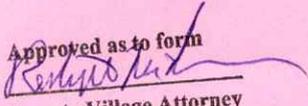
It is important to note that preference power rates last changed in 2014 following a phase-in period from 2011 to 2014. DWGP represented us in that matter and was successful in negotiating the phase-in that eased the impact on our customers' bills. This successful past representation by DWGP should instill confidence in this firm's ability to represent us effectively in the current matter. As part of the plan, NYPA also seeks to modify its ratemaking methodology, which will have long-term impacts on the proposed and future NYPA rate plans.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve an additional \$38,000.00, with a total price cap of \$138,000.00, to cover legal services associated with NYPA's 2025 Rate Modification Plan for Duncan, Weinberg, Genzer & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement amendment. This service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense).



Eric Rosmarin
Superintendent of Electric Utilities

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, 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, on November 27, 2023, the Board approved 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 February 28, 2025 at a not-to-exceed cost of \$100,000.00 payable at the rates contained in the letter of agreement; and

WHEREAS, there is currently \$34,229.40 remaining on the contract for the rest of the fiscal year; and

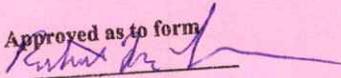
WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the agreement amendment for the 2025 Rate Modification Plan with Duncan, Weinberg, Genzer & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, for an increase amount of \$38,000.00, with a total price cap of \$138,000.00, for a term from March 1, 2024 to February 28, 2025; 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 amendment for the for the 2025 Rate Modification Plan with Duncan, Weinberg, Genzer & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, for an increase amount of \$38,000.00, with a total price cap of \$138,000.00, for a term from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

**LEGAL SERVICES
AMENDMENT 1**

**INC. VILLAGE OF FREEPORT
AND
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

This AMENDMENT 1 dated September 26, 2024, is made to that certain agreement effective March 1, 2024 (the "Agreement"), and is by and between the Inc. Village of Freeport ("Village"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520, and Duncan, Weinberg, Genzer & Pembroke, P.C. ("Firm"), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006. In consideration of the promises herein and for other good and valuable consideration, the Parties agree the section of the Agreement pertaining to fees is amended as described below.

The Firm hereinafter agrees to provide the Village with legal services on an as needed basis for the not to exceed cost of \$138,000.00. This cap reflects an increase of \$38,000.00 over and above the \$100,000.00 approved by the Board on November 27, 2023.

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

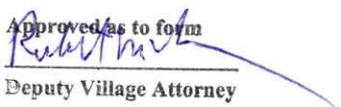
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

INC. VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

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

BY: _____
JEFFREY C. GENZER, ESQ.

Approved as to form

Deputy Village Attorney

Approved at August __, 2024 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
DUNCAN, WEINBERG, GENZER & PEMBROKE, P.C.**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light and Steuben Rural Electric Cooperative, Inc.

[DWGP Billing Number: 1643]

Purpose: Represent the interests of participating municipal and cooperative electric systems in NYPA's 2025 Rate Modification Plan process.

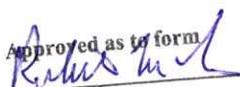
Period Covered by Request: July 1, 2024 – February 28, 2025

Work: NYPA's 2025 Rate Modification Plan presents significant cost increases for preference power customers purchasing hydropower from NYPA's Niagara Power Project, the first increase since the 2011-14 Rate Plan. Work is to represent participating systems as NYAPP in response to the 2025 Plan. This includes preparing for and participating in meetings and negotiations with NYPA; reviewing the Plan and advising on legal issues; preparing discovery requests and evaluating responses; explain the options available to participating systems as customers; prepare written reports and as necessary; participate in public comment period; prepare and present written statement to the Trustees on the Plan. The work does not include any appeal of Trustee action involving the 2025 Plan. Prepare motions and presentations as needed. Review documents and other materials to be discussed at the meetings. Consult with other parties and consultants on issues presented at the meetings. Prepare written reports on the meetings as requested.

Cost: Not to exceed \$200,000, absent written approval from participating members. Costs are based on 55-85 hours of work per month by DWGP principals. Fees are billed to individual systems that approve this work order, whether listed above or not, on a ratio based on the number of customer meters, or by such other method as is acceptable to the group.

Approved By: _____

For Municipal or Cooperative System: _____

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	

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: November 12, 2024
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Whitfield Russell Associates – Request for Additional Funds
March 1, 2024 – February 28, 2025

I am requesting the approval of \$33,250.00 in additional funds for consulting services provided by Whitfield Russell Associates (WRA) through the contract termination date of February 28, 2025. These consulting services are related to the electric business with the New York Association of Public Power (NYAPP) and the New York Power Authority (NYPA). The increased cost is associated with representing Freeport's interests in NYPA's 2025 Rate Modification Plan process.

WRA's services were approved by the Board of Trustees on June 17, 2024, with a cap of \$18,000.00 from March 1, 2024, to February 28, 2025. In June, NYPA shared with its preference power customers a proposed 2025 Rate Modification Plan that would dramatically increase the hydropower rates for all preference power customers, including Freeport. The scope of our agreement with WRA does not cover the work required to represent our interests in this matter.

There is currently \$4,578.33 remaining on the contract for the rest of the fiscal year. The additional \$33,250.00 will cover Freeport's portion of the \$175,000.00 in WRA consulting services expenses for the group affected by the 2025 Rate Modification Plan.

The plan proposes the following rates that could go into effect as soon as May 1, 2025:

	Current	2025	2026	2027	2028	2029	2030	2031
Rate (\$/MWh)	12.88	16.35	19.30	22.81	27.00	32.00	37.95	25.16
YoY Impact		27%	18%	18%	18%	19%	19%	-34%

We pay NYPA approximately \$3,000,000.00/year for our hydropower, passed on to our customers through the FAC. The approximate increased cost over the term of the proposed plan is approximately \$2,950,000.00.

The Rate Modification Plan consists of over 50 files, including modifications to past rate calculations, a fundamental change to the ratemaking methodology, cost forecasts, and other supporting documents. WRA's work will consist of reviewing the files to determine the reasonableness of NYPA's proposed rates and providing possible adjustments, corrections, and testimony on our behalf.

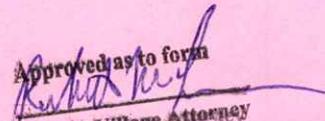
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve an additional \$33,250.00, with a total price cap of \$51,250.00, for Whitfield Russell Associates, 4232 King Street, Alexandria, VA 22302 to provide consulting services associated with NYPA's 2025 Rate Modification Plan. Further, that the Mayor be authorized to sign any and

all documents necessary to effectuate this agreement amendment. This service shall be funded through various account numbers including E7852140 578100 (NYAPP Miscellaneous).



Eric Rosmarin
Superintendent of Electric Utilities

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

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

WHEREAS, the Village of Freeport requires a consultant for services to continue to provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations for the New York Association of Public Power (NYAPP); and

WHEREAS, on June 17, 2024, the Board approved a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a retroactive term to March 1, 2024 through February 28, 2025, for a not-to-exceed cost of \$18,000.00; and

WHEREAS, there is currently \$4,578.33 remaining on the contract for the rest of the fiscal year; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the Consulting Services Amendment 1 agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for an increase amount of \$33,250.00, with a total price cap of \$51,250.00, for a term from March 1, 2024 through February 28, 2025; and

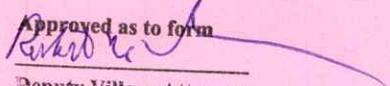
WHEREAS, the additional \$33,250.00 will cover Freeport's portion of the \$175,000.00 in WRA consulting services expenses for the group affected by the 2025 Rate Modification Plan; and

WHEREAS, this service shall be funded through various account numbers including E7852140 578100 (NYAPP Miscellaneous); 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 for the Consulting Services Amendment 1 agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for an increase amount of \$33,250.00, with a total price cap of \$51,250.00, for a term from March 1, 2024 through February 28, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

**CONSULTING SERVICES
AMENDMENT 1**

**INC. VILLAGE OF FREEPORT
AND
WHITFIELD RUSSELL ASSOCIATES**

This **AMENDMENT 1** dated November 18, 2024, is made to that certain agreement effective March 1, 2024 (the "Agreement"), and is by and between the Inc. Village of Freeport ("Village"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520, and Whitfield Russell Associates ("WRA"), located at 4232 King Street, Alexandria, VA 22302. In consideration of the promises herein and for other good and valuable consideration, the Parties agree the section of the Agreement pertaining to compensation is amended as described below.

3. Compensation, amend as follows:

WRA hereinafter agrees to provide electric utility consulting services for the not to exceed cost of \$51,250.00. This cap reflects an increase of \$33,250.00 over and above the \$18,000.00 approved in the March 1, 2024 Agreement.

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

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

INC. VILLAGE OF FREEPORT

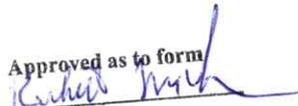
BY: _____

ROBERT T. KENNEDY, MAYOR

WHITFIELD RUSSELL ASSOCIATES

BY: _____

ANTOINE A. GAMARRA, MANAGING PARTNER

Approved as to form

Deputy Village Attorney

Approved at August __, 2024 NYAPP Meeting

**REQUEST FOR WORK AUTHORIZATION
BY
WHTFIELD RUSSELL ASSOCIATES (“WRA”)**

For

Delaware County Electric Cooperative, Inc.; Village of Freeport/Freeport Electric; Green Island Power Authority; Village of Greenport; Jamestown Board of Public Utilities; Town of Massena Electric Department; Oneida-Madison Electric Cooperative, Inc.; Otsego Electric Cooperative, Inc.; Village of Rockville Centre; Village of Sherburne; City of Sherrill Power & Light; Village of Solvay and Steuben Rural Electric Cooperative, Inc.

Purpose: Represent the interests of participating municipal and cooperative electric systems in NYPA’s 2025 Rate Modification Plan process.

Period Covered by Request: July 1, 2024 – February 28, 2025

Work: NYPA’s 2025 Rate Modification Plan forecasts an annual increase of rates from the current rolled-in \$12.88/MWh over six years, rising to \$37.95/MWh before dropping back to \$25.16/MWh in 2031 after NYPA recovers its claimed \$42 million shortfall in the Rate Stabilization Reserve (“RSR”) balance, plus interest. The support for NYPA’s 2025 Rate Modification Plan consists of over 50 files, many of which contain multiple worksheets within each file. The files consist of corrections of past RSR calculations, NYPA’s proposal to move from Trended Original Cost capital recovery to a weighted average cost of capital return methodology, forecasts of future costs under each method, and other supporting documents. WRA will review these files to determine the reasonableness of NYPA’s forecasted embedded cost rates, and then provide possible adjustments, corrections and testimony support for the positions taken by the participating municipal and cooperative electric systems. The work will involve reviewing files, preparing data requests, reviewing data responses, correcting and/or adjusting NYPA’s proposed calculations based on positions taken, participating in negotiations, and providing written analyses and/or testimony as requested. The work does not include any appeal of Trustee’s action involving the 2025 Plan.

Cost: After the first review of the files, WRA has increased its budget not to exceed \$175,000, absent written approval from participating members. Costs are based on 8 months of work (July 2024-February 2025) and consist of approximately 85-110 hours per month of work for the WRA principals. Fees will be billed through DWGP, unless other arrangements have been agreed to.

Approved By: _____

For Municipal or Cooperative System: _____

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: Eric Rosmarin, Superintendent of Electric Utilities June 18, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 17, 2024:

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

WHEREAS, the Village of Freeport requires a consultant for services to continue to provide electric utility consulting services related to bulk power market transactions, transmission planning and electric utility planning operations for the New York Association of Public Power (NYAPP); 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 Village is requesting to enter into a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a retroactive term to March 1, 2024 through February 28, 2025, for a not-to-exceed cost of \$18,000.00; and

WHEREAS, WRA has certain unique skills, abilities and expertise that will be useful to the Village, in particular electric utility consulting services related to such matters like bulk power market transactions and transmission planning; and

WHEREAS, the Village will be paying WRA directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC; and

WHEREAS, these services will be charged to E7852140 578100 (NYAPP); 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 execute any documentation necessary to effectuate a Consulting Agreement with Whitfield Russell Associates (WRA), 4232 King Street, Alexandria, VA 22302, for a retroactive term to March 1, 2024 through February 28, 2025, for a not-to-exceed cost of \$18,000.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Excused
Trustee Martinez	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 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	

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

To: Mayor Robert T. Kennedy
From: Conor Kirwan – Executive Director of Human Resources
Date: November 25, 2024
RE: HRA Funding Fiscal Year Ending 2025

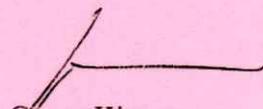
The Board of Trustees has previously authorized the funding of HRA debit cards, administered by Clarity Benefit Solutions.

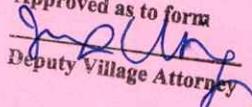
I am requesting that the Board authorize, for fiscal year ending 2026, funding in the amount of \$190,000.00, allocated as follows:

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

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

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


Conor Kirwan

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert Kennedy

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

Date: October 9, 2024

Re: DISPOSAL OF INORGANIC MATERIALS 2025

Our Annual Disposal of Inorganic Materials Contract will expire on February 28, 2025. Accordingly, we have put together bid documents for this requirements contract and we would now like permission to bid. This program provides contractual unit prices for the legal disposal of inorganic materials such as street sweepings, unsuitable fill, concrete and asphalt. Funding for this disposal will come out of the annual fiscal budget for the various departments that dispose of inorganic material. We anticipate spending approximately \$95,000.00 under this contract. Funding for this is included in the annual budget (A816004 546400, A816004 547800). The contract will begin on March 1, 2025 and end on February 28, 2026, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 5, 2024. Bid documents will be available from December 9, 2024, through January 3, 2025. Bids will have a returnable date of January 7, 2025 with bids scheduled to be opened at 11:00 am.

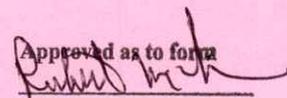
A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.
Supt. of Public Works
Encl.

c.

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport requires the services of a company able to perform under the Disposal of Inorganic Materials 2025 contract; and

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

WHEREAS, the program provides contractual unit process for the legal disposal of inorganic materials such as street sweepings, unsuitable fill, concrete and asphalt; and

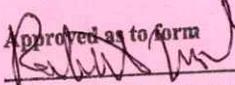
WHEREAS, the contract will have a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, funding for this disposal will come out of the budgets for the various departments that dispose of inorganic materials (A816004 546400 and A816004 547800) and anticipate that total spending will be approximately \$95,000.00; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "Disposal of Inorganic Materials 2025" in the Freeport Herald and other relevant publications of general circulation on December 5, 2024, with specifications available from December 9, 2024, through January 3, 2025, with a return date of January 7, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

DISPOSAL OF INORGANIC MATERIALS 2025

FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

DISPOSAL OF INORGANIC MATERIALS 2025

until 11:00 A.M. on **January 7, 2025** 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, **9:00 A.M. on December 9, 2024 until 4:00 P.M. January 3, 2025.** There is no fee for a set of contract documents.

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

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

Taylor D'Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 5, 2024
Freeport Herald

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 22, 2024

**RE: 2025 FURNISHING CALCIUM HYPOCHLORITE (TABLET)
FOR FREEPORT VILLAGE POOLS**

Our Annual Contract expires on February 28, 2025. Therefore, it is necessary to bid this purchase contract for this upcoming year. Contract specifications for the referenced contract have been completed. Therefore, it is requested that we be authorized to advertise for bids. The current contract has an approximate annual cost of \$52,000.00 and funding for this purchase is anticipated to be included in the 2024-25 Fiscal Budget (A714004 541100). The contract will be for a term of one year beginning March 1, 2025 and ending February 28, 2026, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 5, 2024. Bid documents will be available from December 9, 2024, through January 3, 2025. Bids will have a returnable date of January 7, 2025 with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

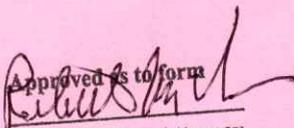


Robert R. Fisenne, P.E.

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
E. Comerford, Rec. Center Manager

Approved as to form

Deputy Village Attorney

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

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

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

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

WHEREAS, the Water & Sewer Department is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the "2025 Furnishing of Calcium Hypochlorite (Tablet)"; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the estimated cost of the contract is \$52,000.00; and

WHEREAS, funding for this purchase is anticipated to be included in the 2024-25 Fiscal Budget (A714004 541100); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2025 Furnishing of Calcium Hypochlorite (Tablet)" in the Freeport Herald and other relevant publications of general circulation on December 5, 2024, with bid documents available from December 9, 2024, through January 3, 2025, with a return date of January 7, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2025 FURNISHING CALCIUM HYPOCHLORITE (TABLET) FOR FREEPORT VILLAGE POOLS

FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

2025 FURNISHING CALCIUM HYPOCHLORITE (TABLET) FOR FREEPORT VILLAGE POOLS

until 11:00 A.M. on **January 7, 2025** 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, **9:00 A.M. on December 9, 2024 until 4:00 P.M. January 3, 2025**. There is no fee for a set of contract documents.

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

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

Taylor D'Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 5, 2024
Freeport Herald

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 9, 2024

RE: 2025 ANNUAL TREE REMOVAL CONTRACT

Our Annual Tree Removal Contract expires on February 28, 2025. Therefore, it is necessary to bid this requirements contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This contract provides contractual unit prices for tree removal on Village-owned property and curbside tree removals. The current contract has an approximate annual cost of \$25,000.00 and funding for the work is included in the Fiscal Budget. The contract will be for a term of beginning March 1, 2025 and ending February 28, 2026 with an option for two one-year extensions if mutually accepted.

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.

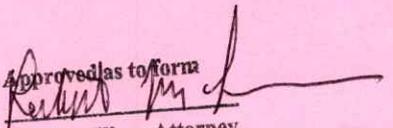
Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 5, 2024. Bid documents will be available from December 9, 2024, through January 3, 2025. Bids will have a returnable date of January 7, 2025 with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.
Supt. of Public Works
Encl.
c.

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village's Annual Tree Removal contract expires on February 28, 2025 and the Village needs to provide for tree removal on Village owned property and curbside tree removals; and

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

WHEREAS, the 2025 Annual Tree Removal contract will be for a term of beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, such service requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy due to the anticipated annual cost of the contract \$25,000; and

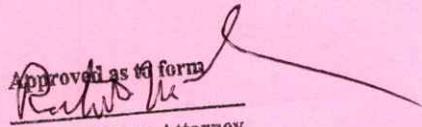
WHEREAS, the current contract has an approximate annual cost of \$25,000.00 and funding for the work is included in the Fiscal Budget; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2025 Annual Tree Removal Contract" in the Freeport Herald and other relevant publications of general circulation on December 5, 2024, with bid documents available from December 9, 2024, through January 3, 2025, with a return date of January 7, 2025.

The Clerk polled the Board at follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2025 ANNUAL TREE REMOVAL CONTRACT

FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

“2025 ANNUAL TREE REMOVAL CONTRACT”

until 11:00 A.M. on **January 7, 2025** 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, **9:00 A.M. on December 9, 2024 until 4:00 P.M. January 3, 2025**. There is no fee for a set of contract documents.

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

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

Taylor D’Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 5, 2024
Freeport Herald

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

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, Superintendent of Public Works

Date: November 14, 2024

RE: PURCHASE OF MISCELLANEOUS HARDWARE - REBID

Thirteen (13) bids were distributed and two (2) bids were received on November 13, 2024, for the referenced purchase contract. This purchase contract provides competitive pricing for the purchase of miscellaneous incidental hardware.

Bids range from a high bid of \$1,881.92 to a low bid of \$1,037.77. We have reviewed and checked all bids and found that the apparent low bidder did not submit pricing for all items and therefore did not submit a legitimate bid. Attached is a copy of the bid tabulation for your use. This Contract can be utilized by any Department within the Village and therefore purchases made 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.

Atlantic Hardware, 165 Atlantic Avenue, Freeport, N.Y. 11520 is the low bidder in the amount of \$1,881.92 for this purchase contract. Due to the variety of hardware items purchased, it was decided to bid on commonly purchased item and therefore the bid totals are only for bid comparison and do not reflect the total cost of purchases under this contract.

The contract will be for a term beginning upon award and ending February 28, 2026, with an option for two one-year extensions if mutually accepted. If the Vendor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

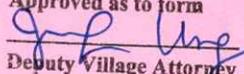
Accordingly, it is recommended that the contract, **PURCHASE OF MISCELLANEOUS HARDWARE - REBID**, be awarded to the lowest responsible bidder,

Atlantic Hardware, 165 Atlantic Avenue, Freeport, N.Y. 11520

in the amount not to exceed \$80,000.00 per fiscal year for this contract.



Robert R. Fisenne
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 advertise a Notice to Bidders for the "Purchase of Miscellaneous Hardware -Rebid"; and

WHEREAS, this purchase contract provides competitive pricing for the purchase of miscellaneous incidental hardware; and

WHEREAS, thirteen (13) bids were distributed and two (2) bids were received on November 13, 2024, for the referenced purchase contract; and

WHEREAS, bids range from a high bid of \$1,881.92 to a low bid of \$1,037.77; and

WHEREAS, the lowest and responsible bidder was submitted by Atlantic Hardware, 165 Atlantic Avenue, Freeport, NY 11520, in the amount of \$1,881.92 for this purchase contract; and

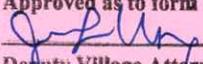
WHEREAS, the contract will begin upon award and end on February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, this Contract can be utilized by any Department within the Village, and therefore, purchases made 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; 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 award the "Purchase of Miscellaneous Hardware -Rebid" to Atlantic Hardware, 165 Atlantic Avenue, Freeport, NY 11520, in the amount of \$1,881.92, for the term beginning upon award and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

**INCORPORATED VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS**

PROJECT: PURCHASE OF MISCELLANEOUS HARDWARE REBID

BID DATE: NOVEMBER 13, 2024

**KELLY & HAYES
66 SOUTHERN BLVD
NESCONSET, NY 11767**

**ATLANTIC HARDWARE
165 ATLANTIC AVENUE
FREEPORT, NY 11520**

DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	UNIT PRICE
Paint Thinner, 1 Gallon	EA	1	\$ 14.59	\$ 21.99
Paint Thinner, 1 Gallon	EA	1	\$ 35.99	\$ 28.49
Zinsser Latex Paint & Primer In One Stainblock Flat Ceiling Paint, Bright White, 1 Gal.	EA	1	\$ 34.69	\$ 45.99
Purdy Marathon 9 In. x 3/4 In. Knit Fabric Roller Cover	EA	1	\$ 6.79	\$ 8.29
Premier Painter's Blend 3 In. Flat Paint Brush	EA	1	\$ 10.99	\$ 6.49
Traffic & Zone Yellow Latex 5 Gal. Traffic Paint	EA	1	\$ 26.69	\$ 169.99
Hyde Black & Silver 5-In-1 Multi-Purpose Painter's Tool	EA	1	\$ 9.99	\$ 10.99
DAP Weldwood 8 oz. Professional Wood Glue	EA	1	NO BID	\$ 6.99
DAP 4 Lb. White Plaster of Paris	EA	1	NO BID	\$ 8.99
Black Nitrile 4 Mil Disposable Gloves (100-Pack)	EA	1	NO BID	\$ 16.49
4 In. W. x 60 In. L. Metal Handle All-Purpose Push Broom	EA	1	NO BID	\$ 32.49
Bernzomatic MAP/PRO High Heat Torch Kit	EA	1	NO BID	\$ 65.99
Goof Off 16 Oz. Trigger Spray Heavy Duty All Purpose Remover	EA	1	NO BID	\$ 10.49
Sloan Royal 110 3.5 GPF Flush Valve	EA	1	NO BID	\$ 259.99
First Alert 10-Year Sealed Battery Photoelectric/Electrochemical Carbon Monoxide and Smoke Alarm	EA	1	\$ 55.89	\$ 54.99
Neverkink 5/8 In. Dia. x 25 Ft. L. Extra Heavy-Duty Garden Hose	EA	1	NO BID	\$ 32.99
Neverkink 3/4 In. Dia. x 50 Ft. L. Extra Heavy-Duty Garden Hose	EA	1	NO BID	\$ 40.99
50 Ft. 16/3 Industrial Outdoor Extension Cord	EA	1	\$ 52.99	\$ 32.49
100 Ft. 16/3 Industrial Outdoor Extension Cord	EA	1	NO BID	\$ 50.49
RCA 12 Ft. White 4K Ultra HD Digital Plus HDMI Cable	EA	1	\$ 79.99	\$ 29.99
Armor All 64 Oz. Liquid Foaming Car Wash	EA	1	NO BID	\$ 8.99
Makita 5 In. 3.0A Random Orbit Sander	EA	1	NO BID	\$ 120.99
Energizer Max AAA Alkaline Battery (16-Pack)	EA	1	NO BID	\$ 19.99
30 In. Bolt Cutter	EA	1	\$ 214.99	\$ 59.99
3/8 In. x 450 Ft. White Twisted Nylon Rope	EA	1	NO BID	\$ 175.00
FrogTape 1.88 In. x 60 Yd. Delicate Surface Masking Tape	EA	1	NO BID	\$ 14.99
Milwaukee SAWZALL 6 In. 18 TPI Metal Reciprocating Saw Blade (5-Pack)	EA	1	\$ 19.28	\$ 16.49
Philips EyeComfort 75W Equivalent Daylight A19 Medium LED Light Bulb (4-Pack)	EA	1	NO BID	\$ 17.99
Mayfair by Bemis Elongated Closed Front Premium Soft White Toilet Seat	EA	1	NO BID	\$ 38.99
Lundmark 1 Gal. All-Purpose Cleaner	EA	1	NO BID	\$ 13.99
Lutron Diva Incandescent/Halogen/LED/CFL White Slide Dimmer Switch	EA	1	\$ 36.59	\$ 38.99
Qik Joe 20 Lb. Ice Melt Pellets	EA	1	NO BID	\$ 21.99
Rust-Oleum Painter's Touch 2X Ultra Cover Premium Latex Paint, Flat Black, 1 Qt.	EA	1	\$ 49.99	\$ 19.99
1 Gal. Light Gray Base Heavy-Duty Acrylic Latex Gloss Porch & Floor Enamel	EA	1	NO BID	\$ 54.99
Channellock 3/8 In. Drive 20-100 Ft./Lb. Micrometer Torque Wrench	EA	1	\$ 379.59	\$ 98.99
Romex 25 Ft. 14/2 Solid White NMW/G Electrical Wire	EA	1	\$ 8.75	\$ 29.99
Pequa Cess-Flo 1 Gal. Septic Tank Treatment	EA	1	NO BID	\$ 32.99
Sheetrock Plus 3 Pre-Mixed 4.5 Gal. Pail Lightweight All-Purpose Drywall Joint Compound	EA	1	NO BID	\$ 28.99
Channellock 8 Gal. 4.0-Peak HP Wet/Dry Vacuum	EA	1	NO BID	\$ 131.99
TOTAL:			\$ 1,037.79	\$ 1,881.92

*****KELLY & HAYES IS AN INVALID BID BECAUSE IT IS NOT WITHIN THE SPECIFIED MILEAGE*****

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 21, 2024

RE: INSTALLATION OF PLAYGROUND SAFETY SURFACING

At the Village Board of Trustees meeting on August 26, 2024, the referenced contract was awarded to Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford MI, 48328 in the amount of \$771,325.00. The project calls for the removal of existing safety surfacing and the installation of new playground safety surfacing at the following Village parks:

- Cow Meadow Park
- Randall Park
- Waterfront Park
- North East Park
- Glacken Park
- MLK Park

As this project was bid with a square foot price for the installation of the safety surfacing, The Village was able to use the bid items to rehabilitate the playground safety surfacing at Liberty Park playground in addition to the above mentioned parks. This improvement was not anticipated when the Contract was bid and therefore the Village will need to increase the total contract value by an additional \$18,168.75. Funding for this additional cost will come from the general fund (A149004 547306). The project is fully reimbursable with a grant from the Freeport Community Development Agency.

Accordingly, it is recommended that the contract “**INSTALLATION OF PLAYGROUND SAFETY SURFACING**” be retroactively increased from **\$771,325.00** to **\$789,493.75**.



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, on August 26, 2024, the Board awarded the “Installation of Playground Safety Surfacing” to Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford, Michigan 48328, in the amount of \$771,325.00; and

WHEREAS, the project calls for the removal of existing safety surfacing and the installation of new playground safety surfacing at the following Village parks:

- Cow Meadow Park
- Randall Park
- Waterfront Park
- North East Park
- Glacken Park
- MLK Park

WHEREAS, as this project was bid with a square foot price for the installation of the safety surfacing, the Village was able to use the bid items to rehabilitate the playground safety surfacing at Liberty Park playground in addition to the above mentioned parks; and

WHEREAS, this improvement was not anticipated when the Contract was bid and therefore the Village will need to increase the total contract value by an additional \$18,168.75; and

WHEREAS, the Superintendent of Public Works is requesting Board approval to increase the contract for the “Installation of Playground Safety Surfacing” with Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford, Michigan 48328, retroactively from \$771,325.00 to \$789,493.75; and

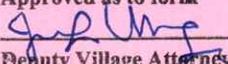
WHEREAS, funding for this additional cost will come from the general fund (A149004 547306), and the project is fully reimbursable with a grant from the Freeport Community Development Agency; and

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 authorized to effectuate any documentation necessary to increase the contract for the “Installation of Playground Safety Surfacing” with Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford, Michigan 48328, retroactively from \$771,325.00 to \$789,493.75.

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 August 27, 2024

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on July 15, 2024, the Board authorized the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "Installation of Playground Safety Surfacing"; and

WHEREAS, the project calls for the removal of existing safety surfacing and the installation of new playground safety surfacing at the following Village parks:

- Cow Meadow Park
- Randall Park
- Waterfront Park
- North East Park
- Glacken Park
- MLK Park

WHEREAS, twelve (12) bids were picked up and six (6) bids were received on August 6, 2024, for the referenced project; and

WHEREAS, the bids ranged from a high of \$1,074,000.00 to the low bid of \$771,325.00 and the Village has reviewed and checked all bids and find them in good order; and

WHEREAS, the lowest and responsible bidder was submitted by Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford, Michigan 48328, in the amount of \$771,325.00; and

WHEREAS, funding for this project will come from a capital account that was authorized by the Village Board for this project (H719702 522170), and the project is fully reimbursable with a grant from the Freeport Community Development Agency; 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 "Installation of Playground Safety Surfacing" to Innovista LLC, DBA Softline Solutions, 2100 Scott Lake Road, Waterford, Michigan 48328, in the amount of \$771,325.00.

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	Excused
Mayor Kennedy	In Favor

cc:

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

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

DATE: November 21, 2024
TO: Mayor Robert T. Kennedy
FROM: Taylor D'Orta; Buyer
RE: Request to Extend Bid – #22-12-PURC-626
2023 FURNISHING OF VILLAGE UNIFORMS

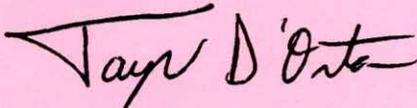
On January 9, 2023 the Mayor and Board of Trustees awarded the above referenced bid to Express Press located at 1860 E. St. Louis Street, Springfield, Missouri 65802 for the not to exceed bid amount of \$39,039.17.

Over the past year Express Press has proven themselves to be a responsible, reliable vendor. To date, the Village has spent only \$9,208.43 of this requirements contract. According to the terms of the bid, the Village has the option to extend this contract for up to two (2) additional one (1) year terms with no additional increase in unit costs.

At this time I would like to exercise the second extension option of the 2023 Furnishing of Village Uniforms beginning on March 1, 2025 and ending on February 28, 2026 with no additional increase in unit pricing to:

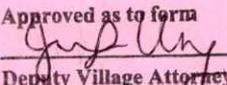
Express Press
1860 E. St Louis Street
Springfield, MO 65802

Funding for items ordered this contract will be charged to the ordering departments uniform or safety gear line as needed. (ie. Recreation Center uniform line A714002-520600).



Taylor D'Orta
Purchasing Dept.

Cc: H. Colton, Village Counsel
P. Boening, Village Clerk
P. Lester, Mayor's Office

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 9, 2023, the Board awarded the bid #22-12-PURC-626 for the “2023 Furnishing of Village Uniforms” to Express Press, 1860 E. St. Louis Street, Springfield, Missouri 65802, at a total bid amount of \$39,039.17, for a term beginning on Mach 1, 2023 and ending on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, on October 30, 2023, the Board approved to extend the contract for the “2023 Furnishing of Village Uniforms” with Express Press, 1860 E. St. Louis Street, Springfield, Missouri 65802, 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, to date, the Village has spent only \$9,208.43 of this requirements contract; and

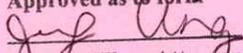
WHEREAS, the Village Buyer is requesting Board approval for the second and final one-year extension with Express Press, 1860 E. St. Louis Street, Springfield, Missouri 65802, beginning on March 1, 2025 and ending on February 28, 2026, with no additional increase in unit pricing; and

WHEREAS, the cost for the uniforms will be charged to the ordering departments’ safety gear line as needed (i.e. Recreation Center uniform line A714002-520600); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Buyer, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the “2023 Furnishing of Village Uniforms” with Express Press, 1860 E. St. Louis Street, Springfield, Missouri 65802, for the second and final one-year extension term beginning March 1, 2025 and ending February 28, 2026, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Kim Weltner, Purchasing Agent January 11, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on November 28, 2022, the Board approved a Notice to Bidders for the "2023 Furnishing of Village Uniforms"; and

WHEREAS, twenty-five (25) bids were distributed for the above-referenced contract and four (4) bids were received at the time of bid opening on December 20, 2022; and

WHEREAS, the bids received ranged from a high bid of \$43,226.53 to a low bid of \$16,360.55; and

WHEREAS, the lowest bid was received by Standard Textile Co. located in Cincinnati, OH at \$16,360.55; unfortunately, their bid was incomplete, omitting 64 items rendering them disqualified; and

WHEREAS, the lowest qualified vendor was submitted by Express Press, 1860 E. St. Louis Street, Springfield, Missouri 65802, at a total bid amount of \$39,039.17; and

WHEREAS, this contract will begin on Mach 1, 2023 and end on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the cost for the uniforms will be charged to the ordering departments' safety gear as needed (i.e. Recreation budget line A714004 541400); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Purchasing Agent, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid #22-12-PURC-626 for the "2023 Furnishing of Village Uniforms" to Express Press, 1860 E. St. Louis Street, Springfield, Missouri 65802, at a total bid amount of \$39,039.17, for a term beginning on Mach 1, 2023 and ending on 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

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

DIRECTIVE

TO: Kim Weltner, Purchasing Agent November 1, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on January 9, 2023, the Board awarded the bid #22-12-PURC-626 for the “2023 Furnishing of Village Uniforms” to Express Press, 1860 E. St. Louis Street, Springfield, Missouri 65802, at a total bid amount of \$39,039.17, for a term beginning on Mach 1, 2023 and ending on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, to date, the Village has spent only \$9,778.06 of this requirements contract; and

WHEREAS, the Purchasing Agent is requesting Board approval for the first one-year extension with Express Press, 1860 E. St. Louis Street, Springfield, Missouri 65802, beginning on March 1, 2024 and ending on February 28, 2025 with no additional increase in unit pricing; and

WHEREAS, the cost for the uniforms will be charged to the ordering departments’ safety gear line as needed (i.e. Recreation Center uniform line A714002-520600); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Purchasing Agent, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the “2023 Furnishing of Village Uniforms” with Express Press, 1860 E. St. Louis Street, Springfield, Missouri 65802, 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	Excused
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc: X Auditor X Electric Utilities X Registrar

**INC. VILLAGE OF FREEPORT
REQUEST TO EXTEND
BID # 22-01-PURC-626
2023 FURNISHING OF VILLAGE UNIFORMS CONTRACT**

DATE: November 18, 2024

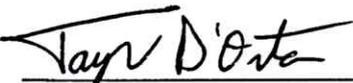
TO: Express Press

ADDRESS: 1860 E. St. Louis Street, Springfield, MO 65802

This agreement serves to extend the existing contract for the 2023 Furnishing of Village Uniforms, beginning March 1, 2025 through February 28, 2026 with no increase to current contract pricing. This extension will be for a period of one year, as indicated in the contract terms. All terms and conditions of the original contract shall remain in effect for the entire length of this contract extension.

You are hereby requested to execute and return this Notice of Extension by email to, Tdorta@freeportny.gov; this will be the second extension offered on this contract as indicated in the bid documents.

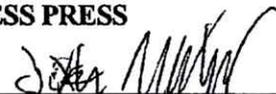
INCORPORATED VILLAGE OF FREEPORT

By: 
(Authorized Signature)

Buyer
(Title)

ACCEPTANCE OF EXTENSION:

EXPRESS PRESS

By: 
(Authorized Signature)

Aids Manager
(Title)

11-19-2024
(Date)

INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Purchasing Department

DATE: November 13, 2024
TO: Mayor Robert T. Kennedy
FROM: Taylor D'Orta; Buyer
RE: Request to Extend Bid – #24-02-PURC-694
2024 CONTRACT FOR PRINTING SERVICES

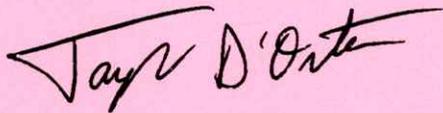
On January 22, 2024 the Mayor and Board of Trustees awarded the above referenced bid to Minute Man Press, 255 Sunrise Highway, Merrick, New York 11566, for a total amount of \$30,932.00 for a term from March 1, 2024 through February 28, 2025.

Over the past year Minute Man Press has proven themselves to be a responsible, reliable vendor. To date, the Village has spent only \$11,372.31 of this requirements contract. According to the terms of the bid, the Village has the option to extend this contract for up to two (2) additional one (1) year terms with no additional increase in unit costs.

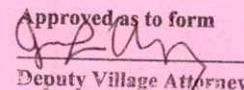
At this time I would like to exercise the first extension option of the 2024 CONTRACT FOR PRINTING SERVICES beginning on March 1, 2025 and ending on February 28, 2026 with no additional increase in unit pricing to:

Minute Man Press
255 Sunrise Highway
Merrick, New York 11566

Funding for items ordered on this contract will be charged to the ordering departments printing and stationary line as needed. (ie. Purchasing Dept. line A134504-540200).



Taylor D'Orta
Purchasing Dept.

Approved as to form

Deputy Village Attorney

Cc: H. Colton, Village Counsel
P. Boening, Village Clerk
P. Lester, Mayor's Office

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

WHEREAS, on February 26, 2024, the Board awarded the bid for the “2024 Contract for Printing Services” to Minute Man Press, 255 Sunrise Highway, Merrick, New York 11566, for a total amount of \$30,932.00 for a term from March 1, 2024 through February 28, 2025, with an option for two (2) additional one-year extension terms if mutually accepted; and

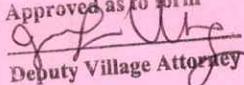
WHEREAS, to date, the Village has spent only \$11,372.31 of this requirements contract; and

WHEREAS, the Village Buyer is requesting Board approval for the first (1) one-year extension with Minute Man Press, 255 Sunrise Highway, Merrick, New York 11566, for a term from March 1, 2025 through February 28, 2026, with no additional increase in unit, for a total amount of \$30,932.00; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Buyer, the Board of Trustees approves and the Mayor be and hereby is authorized to sign any and all documents necessary to effectuate the first (1) one-year extension of the “2024 Contract for Printing Services” with Minute Man Press, 255 Sunrise Highway, Merrick, New York 11566, for a term from March 1, 2025 through February 28, 2026, for a total amount of \$30,932.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

**INC. VILLAGE OF FREEPORT
REQUEST TO EXTEND
BID # 24-02-PURC-694
2024 CONTRACT FOR PRINTING SERVICES**

DATE: October 25, 2024

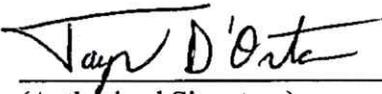
TO: Minuteman Press

ADDRESS: 255 Sunrise Hwy, Merrick, NY 11566

This agreement serves to extend the existing contract for the 2024 Contract for Printing Services, beginning March 1, 2025 through February 28, 2026 with no increase to current contract pricing. This extension will be for a period of one year, as indicated in the contract terms. All terms and conditions of the original contract shall remain in effect for the entire length of this contract extension.

You are hereby requested to execute and return this Notice of Extension by email to, Tdorta@freeportny.gov ; this will be the first extension offered on this contract as indicated in the bid documents.

INCORPORATED VILLAGE OF FREEPORT

By: 
(Authorized Signature)

Buyer
(Title)

ACCEPTANCE OF EXTENSION:

Minuteman Press

By: 
(Authorized Signature)

PRES.
(Title)

10/25/24
(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: Kim Weltner, Purchasing Agent 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 Martinez, seconded by Trustee Sanchez that the following resolution be adopted:

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

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

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

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

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

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

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Not Present
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>Board & Comm.</u>	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk

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

To: Robert T. Kennedy, Mayor

From: Elizabeth Comerford, Recreation Center Manager

Date: November 21, 2024

RE: New Recreation Software System

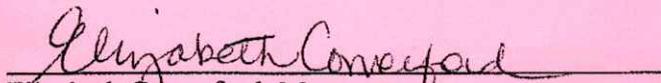
In December 2013, the Recreation Center began using "RecPro" as its recreation management system, and used on a daily basis for every financial transaction, member check-in, and program registration. In April 2023, RecPro was acquired by DaySmart, and is scheduled to sunset in 2025.

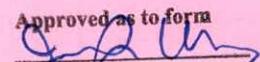
Beginning in the spring of 2024, the Recreation Department and the Information Technology Department began evaluating alternative systems, and have determined that RecDesk, which is a fully-hosted, web based recreation management system is best suited for the Village of Freeport. It is the belief of the Recreation Department Manger that this product will modernize and streamline the day to day operations, with newly offered features such as facility reservations, ice rink charter reservations, and online program registrations.

The total annual cost for 2025/2026 is \$16,500 (\$9,900 for software subscription, and \$6,600 for hosting fees). This cost includes configuration, training, and system support. The price will increase each year based on the revenue brought into the system. RecDesk is our preferred program in an evaluation of four, and is the least expensive of the vendors reviewed.

Vendor Name	Vendor Contact	Annual Price
Rec Desk	Justin Waz Email: justin.waz@recdesk.com Phone #: 860-358-0074	Software Subscription: \$9,900 Premium Hosting Fees: \$6,600 Total Annual Cost (Year 1): \$16,500
DaySmart	Dale Geiger Email: dale.geiger@daysmart.com Phone #: 586-295-9158	Total Annual Cost (Year 1): \$17,472
Vermont Systems	Dylan Greer Email: dylang@vermontsystems.com Phone #: 802-255-2151	Total Annual Cost (Year 1): \$22,770
Civic Plus	Jennifer Ahern Email: jennifer.ahern@civicplus.com Phone #: 785-706-9100	Annual Fee can Range from \$53,000-\$65,000

Therefore, it is my recommendation that the Mayor and Board of Trustees approve the annual subscription and hosting fees of RecDesk (300 Middlesex Plaza Middletown, CT 06457) in the amount of \$16,500 from March 1, 2025 through February 28, 2026. The budget code used would be A714004 542800 (Service Contract & Repairs), and there is adequate funding in the FYE 2026 budget.


Elizabeth Comerford, Manager

Approved as to form

Deputy Village Attorney

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

WHEREAS, in December 2013, the Recreation Center began using "RecPro" as its recreation management system, and used on a daily basis for every financial transaction, member check-in, and program registration; and

WHEREAS, in April 2023, RecPro was acquired by DaySmart, and is scheduled to sunset in 2025; and

WHEREAS, the Recreation Center Manager is requesting Board approval for the software subscription and hosting fees of RecDesk, 300 Middlesex Plaza, Middletown, CT 06457, in the amount of \$16,500 (\$9,900 for software subscription, and \$6,600 for hosting fees) for a term from March 1, 2025 through February 28, 2026; and

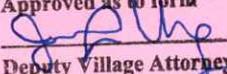
WHEREAS, the price will increase each year based on the revenue brought into the system; RecDesk is our preferred program in an evaluation of four, and is the least expensive of the vendors reviewed; and

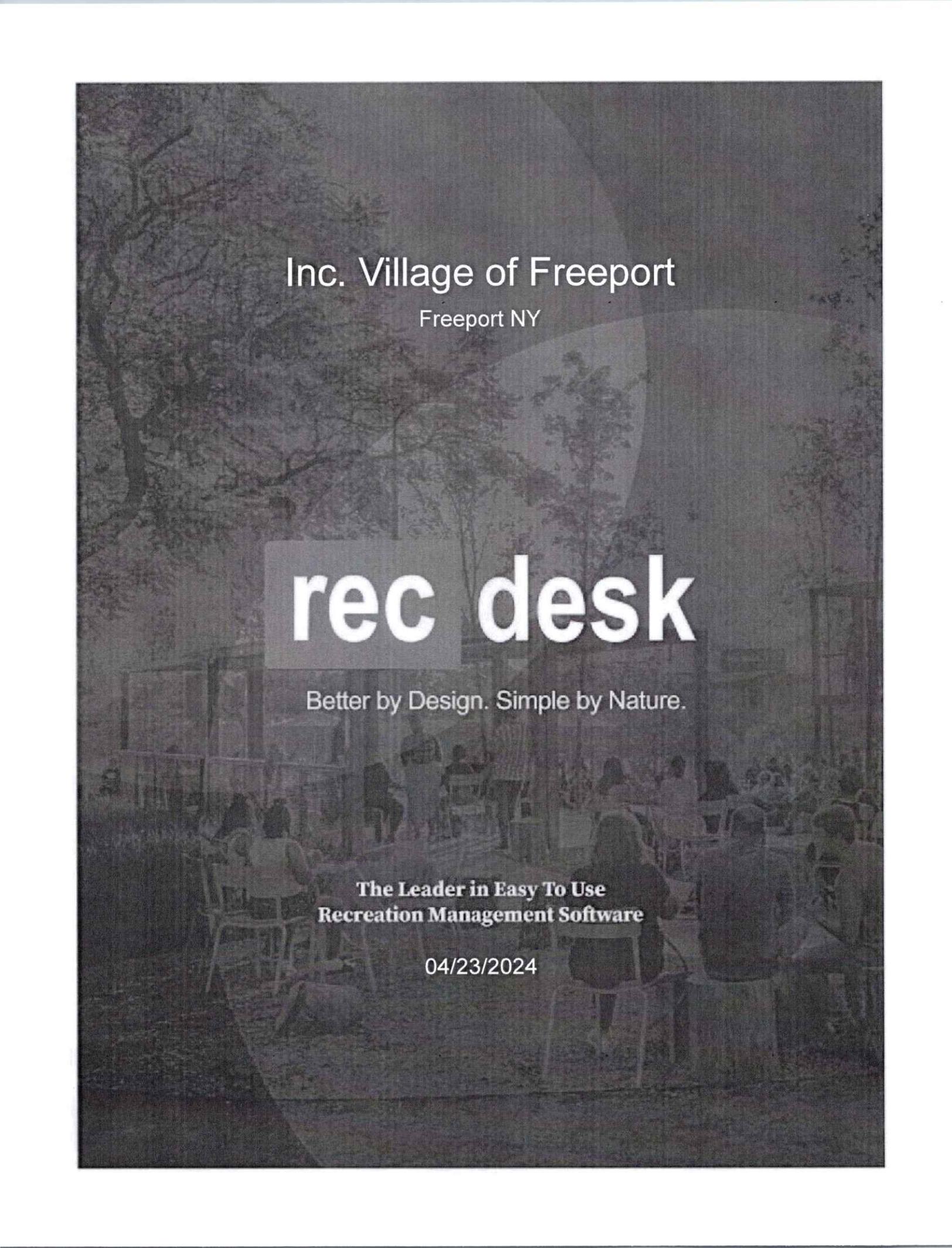
WHEREAS, the budget code used would be A714004 542800 (Service Contract & Repairs), and there is adequate funding in the FYE 2026 budget; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to approve for the software subscription and hosting fees of RecDesk, 300 Middlesex Plaza, Middletown, CT 06457, in the amount of \$16,500 for a term from March 1, 2025 through 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



Inc. Village of Freeport

Freeport NY

rec desk

Better by Design. Simple by Nature.

**The Leader in Easy To Use
Recreation Management Software**

04/23/2024

Company Profile

SALES AND SERVICE TEAM

From project management, design and development to training and support, the RecDesk team ensures the success of your Registration Management Software (RMS) solution.

Mike Morris Founder/CEO

Mike is the founder and CEO of RecDesk bringing over 30 years of experience designing and managing enterprise systems. His primary focus is building a company and directing a team that pushes the RecDesk platform ahead every day.

(800) 325-7391 | mike.morris@recdesk.com



Justin Waz Director of Revenue Operations

Justin has over 15 years of experience in sales and sales management including 7 years with RecDesk. He has chaired a local parks and recreation commission for 5 years and currently participates as a vendor representative for the CRPA. Justin has a Masters in Business Administration and an undergraduate degree in Sports and Leisure Management which gives him a unique ability to understand and relate to our diverse customer needs.

(860) 358-0074 | justin.waz@recdesk.com



Megan Jackson Director of Customer Experience

Megan manages a fantastic team of Customer Success Managers who usher the client from the point of sale to "go live" throughout the entire training and implementation process. We aim to create a calm, confident, and smooth transition for our RecDesk clients and take great pride in being the best customer experience in the business.

(800) 325-7391 ext. 701 | megan.jackson@recdesk.com



rec desk

The Leader in Easy To Use Recreation Management Software

Pricing

Line Item	Price
Software Subscription	\$9,900
Premium Hosting Fees	\$6,600
Total	\$16,500

*** The first \$2.8MM USD in transactions processed through the system are included in the base price above. If more than \$2.8MM USD worth of transactions are processed through RecDesk in a given subscription year, those in excess of \$2.8MM USD will be assessed a .75% transaction fee..

** This quote was based on the revenue/activity questionnaire provided by a member or members of your department/organization.

Optional 1-time fees:

Member/Household Profile import - \$1,200

GIS Import - \$1,200

Financial Extract - \$1,200

rec desk

The Leader in Easy To Use Recreation Management Software

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

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

**Re: Personal Services Agreement
Tanya Adamovich**

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

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2025– February 28, 2026

Contract Rate: \$45.00 per hour (No Increase)

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

Village Compensation:

The Total Fee to be paid to Ms. Adamovich will be \$45.00 per hr., with a Cap of \$3,400.00. (No Increase)

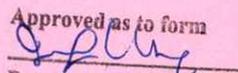
Revenue:

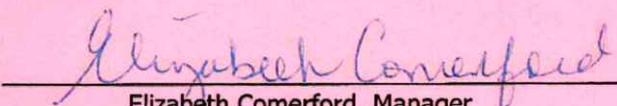
The Recreation will be charging participants \$60.00 (Residents) & \$75.00 (Non-Residents) for the 10-18 age group and \$65.00 (Residents) & \$80.00 (Non-Residents) for the adult class. During the FYE 2025 contract, the Recreation Center collected approximately \$3,755.00.

Expenditures:

During FYE 2025, the Recreation Center paid Ms. Adamovich \$2,340.00. This expense will come out of Non-Employee Salaries (A714004 545700)

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

Approved as to form

Deputy Village Attorney


Elizabeth Comerford, Manager

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

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

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

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

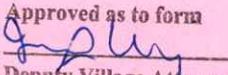
WHEREAS, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase) for a not-to-exceed amount of \$3,400.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal with Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,400.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,400.00; and

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

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, Victoria Dinielli, the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal with Tanya Adamovich, 2060 Legion Street, Bellmore, NY 11710, for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,400.00.

The Clerk polled the Board as follows:

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

cc:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Tanya Adamovich

March 1, 2025 – February 28, 2026

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

CONSULTING AGREEMENT

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

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Adamovich.

3. This item intentionally omitted.

4. Compensation.

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

5. Duties

Adamovich shall provide the following services to IVF:

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

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

Tanya Adamovich
2060 Legion Street
Bellmore, New York 11710

Attn: Village Attorney

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Conflicts of Interest

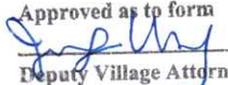
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Adamovich hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Tanya Adamovich

Approved as to form

Deputy Village Attorney

**Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence**

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

**Re: Personal Services Agreement
Defense Concepts, Inc.**

The Freeport Recreation Center would like to renew the agreement with Defense Concepts, Inc. Defense Concepts teaches karate classes throughout the year at the Recreation Center. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2025—February 28, 2026

Contract Rate: \$100.00 per hour payable to Defense Concepts, Inc. (Same hourly rate as last year).

Sessions: Sessions are on-going throughout the year. Classes are held on Tuesdays from 5pm-7pm, as well as during Summer Camp.

Description: The class is designed to teach basic concepts of self-defense. The ages for this class are 5 and up.

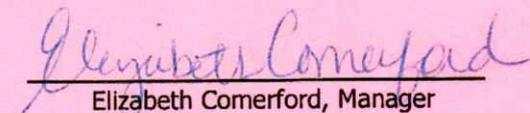
Village Compensation: The Total Fee to be paid to Defense Concepts, Inc will be \$100.00 per hr., with a Cap of \$15,000.00. (No Increase).

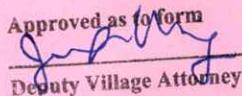
Village to Provide: A room to conduct the class and mats.

Revenue: The Recreation Center will be charging participants \$100 per session (Residents) & \$115.00 per session (Non-Residents). Each session is 8-weeks. During the FYE 2025 contract, the Recreation Center collected approximately \$12,000.00 from this program.

Expenditures: During FYE 2025, the Village paid Defense Concepts, Inc. \$9,500.00. This expense will come out of account A714004-545700 (Non-Employee Salaries).

**Defense Concepts, Inc.
1754 Merrick Ave.
Merrick, NY 11566**


Elizabeth Comerford, Manager

Approved as to Form

Deputy Village Attorney

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

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

WHEREAS, Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, possesses those certain skills, knowledge and expertise of a specialized nature in the area of karate instruction; and

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

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

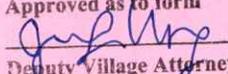
WHEREAS, the contract amendment is for a term from March 1, 2025 through February 28, 2026 for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00 (no increase); and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal between the Village of Freeport and Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, for a term beginning March 1, 2025 through February 28, 2026, for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

WHEREAS, Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, possesses those certain skills, knowledge and expertise of a specialized nature in the area of karate instruction; and

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

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

WHEREAS, the contract amendment is for a term from March 1, 2024 through February 28, 2025 for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal between the Village of Freeport and Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, for a term beginning March 1, 2024 through February 28, 2025 for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00.

The Clerk polled the Board as follows:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Defense Concepts, Inc.

March 1, 2025 to February 28, 2026

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____ 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Defense Concepts, Inc., located on 1754 Merrick Avenue, Merrick, NY 11566 (hereinafter referred to as "Defense Concepts"):

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Defense Concepts.

3. Compensation.

For all services rendered by Defense Concepts under this Agreement, the IVF shall pay Defense Concepts a fee not to exceed \$100.00 per hour, with an annual cap of \$15,000.00. All services to IVF shall be billed on a monthly basis in per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Defense Concepts and submitted to the Freeport Recreation Center for processing.

5. Duties

Defense Concepts shall provide the following services to IVF:

Defense Concepts shall conduct karate classes throughout the year at the Recreation Center.

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

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

Defense Concepts, Inc.
1754 Merrick Avenue
Merrick, NY 11566

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to

explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

16. Applicable Law.

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

17. Disclosure.

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

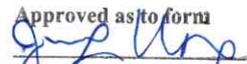
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By:

ROBERT T. KENNEDY, MAYOR

DEFENSE CONCEPTS, INC.

Approved as to form

Deputy Village Attorney

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

To: Robert T. Kennedy, Mayor

From: Elizabeth Comerford, Recreation Center Manager

Date: November 18, 2024

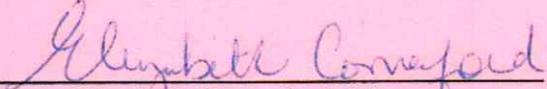
**Re: Personal Service Agreement
Freeport Police Athletic League**

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

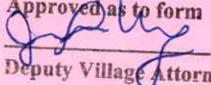
Contract Type: NEW _____ RENEWAL X _____ AMENDMENT _____

Contract Term: March 1, 2025 – February 28, 2026

Compensation: The total fee to be paid to Freeport PAL is not to exceed \$10,000. This expense will come out of A714104 540100 (Rec PAL, Other Expense).



Elizabeth Comerford, Manager

Approved as to form


Deputy Village Attorney

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

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2025 through February 28, 2026, for a not-to-exceed amount of \$10,000.00; and

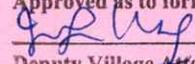
WHEREAS, the funding will come from the A714104 540100 (Rec PAL, Other Expense); and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to renew the Personal Services Agreement with the Freeport Police Athletic League, Inc. from March 1, 2025 through February 28, 2026 for a not-to-exceed amount of \$10,000.00; and

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

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2024 through February 28, 2025 for a not-to-exceed amount of \$10,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to renew the Personal Services Agreement with the Freeport Police Athletic League, Inc. from March 1, 2024 through February 28, 2025 for a not-to-exceed amount of \$10,000.00; and

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

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	Excused

AGREEMENT

BY AND BETWEEN

INCORPORATED VILLAGE OF FREEPORT

AND

FREEPORT POLICE ATHLETIC LEAGUE, INC.

March 1, 2025 – February 28, 2026

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

AGREEMENT

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

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

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

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

TERMS AND CONDITIONS

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

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

2. Term and Termination. Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 through February 28, 2026, with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph 10 herein.

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

4. Duties of PAL. The PAL shall provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to

experience organized sports programs and family fellowship events in the Freeport community. No Village employee will provide any assistance to PAL under the terms of this agreement.

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

6. No Participation. PAL acknowledges and agrees that this Agreement shall not give or extend to PAL or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to PAL under the terms of this Agreement.

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

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

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

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

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

waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

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

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

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

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

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

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

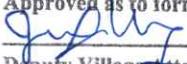
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By _____
ROBERT T. KENNEDY, Mayor

FREEPORT POLICE ATHLETIC LEAGUE, INC.

By _____
BOBBY FORD, Executor Director

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

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

**Re: Personal Service Agreement
Shawn Garnier**

The Freeport Recreation Center would like renew the agreement with Shawn Garnier. Mr. Garnier will be teaching different dance classes throughout the year. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2025—February 28, 2026

Contract Rate: \$50.00 per hour (No Increase)

Sessions: 20 week Dance session beginning in the Fall for children.
10 week sessions for Adult Hip Hop classes in the Fall, Winter & Spring

Description: We will be offering a basic ballet class, a ballet/tap combo and a tap/jazz combo class for children. Also, Mr. Garnier will be introducing an Adult hip hop class.

Classes: Children Dance: Saturdays 9am-12pm
Adult Hip Hop: Tuesdays 7pm-8:30pm

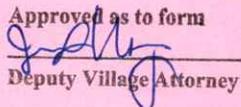
Compensation: The total fee to be paid to Mr. Garnier will be \$50.00 per hour with a cap of \$7,000.00. (No increase in hourly rate, but increase in cap to leave room to add more classes for next year).

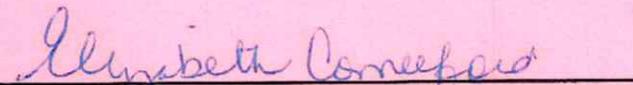
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants \$150 for Residents and \$190 for Non-Residents per 20 week session for the children programs. We will be charging \$95 for Residents & \$120 for Non-Residents per 10 week session for the Adult program. During the current contract, the Recreation Center has collected \$4,125 for the dance classes.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). During FYE 2025, the Village has paid Mr. Garnier \$2,250.00.

Shawn Garnier
190 N. Long Beach Ave.
Freeport, NY 11520
(646) 271-0885

Approved as to form

Deputy Village Attorney


Elizabeth Comerford, Manager

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

WHEREAS, the Freeport Recreation Center needs an individual to teach dance classes for children and adults at the Recreation Center; and

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

WHEREAS, Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service for a term from March 1, 2025 to February 28, 2026, at an hourly rate of \$50.00 (no increase), with a cap of \$7,000; and

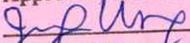
WHEREAS, these classes will each be conducted at least twice a week; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby authorized to sign any paperwork necessary to effectuate a Personal Services Agreement renewal with Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, for a term from March 1, 2025 to February 28, 2026, at an hourly rate of \$50.00 with a cap of \$7,000.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Elizabeth Comerford, Recreation Center Manager August 27, 2024
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Freeport Recreation Center needs an individual to teach dance classes for children and adults at the Recreation Center; and

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

WHEREAS, Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service for a term from September 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 with a cap of \$5,400; and

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

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby authorized to sign any paperwork necessary to effectuate a Personal Services Agreement with Shawn Garnier, 190 N. Long Beach Avenue, Freeport, NY 11520, for a term from September 1, 2024 to February 28, 2025, at an hourly rate of \$50.00 with a cap of \$5,400.

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:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Shawn Garnier

March 1, 2025 – February 28, 2026

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Shawn Garnier, located at 190 N. Long Beach Ave., Freeport, NY 11520 (hereinafter referred to as "Shawn Garnier"):

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Shawn Garnier.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Shawn Garnier under this Agreement, the IVF shall pay Shawn Garnier a fee not to exceed \$7,000. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Shawn Garnier and submitted to the Freeport Recreation Center for processing.

5. Duties

Shawn Garnier shall provide the following services to IVF:

Shawn Garnier shall conduct basic ballet class, a ballet/tap combo and a tap/jazz combo class for children and will be introducing an Adult hip hop class at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue

Shawn Garnier
190 N. Long Beach Ave.

Freeport, NY 11520
Attn: Village Attorney

Freeport, NY 11520
(646) 271-0885

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Conflicts of Interest

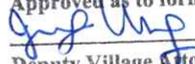
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Shawn Garnier hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Shawn Garnier

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

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

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

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

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2025—February 28, 2026

Contract Rate: \$45.00 per hour (no increase)

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

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

Classes: Sundays 9am-1pm

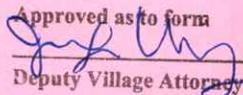
Compensation: The total fee to be paid to Ms. Gayle will be \$45.00 per hour with a cap of \$6,000.00 (No hourly increase, but increase to cap because we've added more classes to stay up with demand).

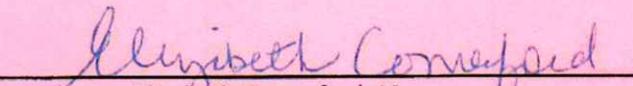
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants \$60 for Residents and \$75 for Non-Residents per 8 week session. During the last contract period, the Recreation Center collected \$5,160.00.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). Ms. Gayle was paid \$3,195 during the last contract period.

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

Approved as to form

Deputy Village Attorney


Elizabeth Comerford, Manager

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

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

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

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

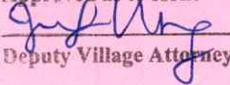
WHEREAS, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase), for a not-to-exceed amount of \$6,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not-to-exceed amount of \$6,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 for a not-to-exceed amount of \$4,400.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Cheryl A. Gayle, 300 St. Marks Avenue, Freeport, NY 11520, for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 for a not-to-exceed amount of \$4,400.00.

The Clerk polled the Board as follows:

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

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>

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

CHERYL A. GAYLE

MARCH 1, 2025 – FEBRUARY 28, 2026

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

PERSONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Gayle.

3. Compensation.

For all services rendered by Gayle under this Agreement, the IVF shall pay a fee not to exceed \$6,000 for the term of the contract. All services to IVF shall be billed on a monthly basis in \$45.00 per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Gayle and submitted to the Freeport Recreation Center for processing.

Gayle shall provide the following services to IVF:

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

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability.

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

8. Assignment.

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

9. Notices.

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

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

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

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

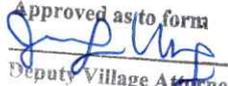
Gayle hereby affirmatively states that no elected official, officer or employee of IVF has any interest in Gayle.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

CHERYL A. GAYLE

Approved as to form

Deputy Village Attorney

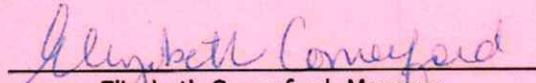
Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

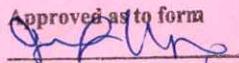
To: Robert T. Kennedy
From: Elizabeth Comerford, Recreation Center Manager
Date: November 18, 2024

Re: Long Island Arts Council

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

Contract Type: NEW _____ RENEWAL X AMENDMENT _____
Contract Term: March 1, 2025 - February 28, 2026
Compensation: The total fee to be paid to the Long Island Arts Council is \$20,000.00. Funding for this agreement has been budgeted in account A714504 545810


Elizabeth Comerford, Manager

Approved as to form

Deputy Village Attorney

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2025 through February 28, 2026; and

WHEREAS, the total fee to be paid to the Long Island Arts Council is \$20,000; and

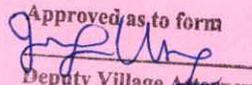
WHEREAS, funding for this agreement has been budgeted in account A714504 545810; and

NOW THEREFORE BE IT RESOLVED, that the agreement between the Village of Freeport and the Long Island Arts Council at Freeport, Inc. be and hereby is approved at a cost of \$20,000.00 to be paid in twelve equal payments, for a term of one year beginning on March 1, 2025 through February 28, 2026; and

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

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2024 through February 28, 2025; and

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

NOW THEREFORE BE IT RESOLVED, that the agreement between the Village of Freeport and the Long Island Arts Council at Freeport, Inc. be and hereby is approved at a cost of \$20,000.00 to be paid in twelve equal payments, for a term of one year beginning on March 1, 2024 through February 28, 2025; and

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

The Clerk polled the Board as follows:

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

Agreement

by and between

INCORPORATED VILLAGE OF FREEPORT

and

THE LONG ISLAND ARTS COUNCIL AT FREEPORT, INC

March 1, 2025 – February 28, 2026

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

PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

TERMS AND CONDITIONS

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

1. *Employment*

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

2. *Term and Termination*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 through February 28, 2026, with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. Upon termination, total payment of the monies due to the Arts Council shall be prorated and paid pursuant to paragraph 3 hereof.

3. Compensation

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

4. Duties of Arts Council

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

5. Extent of Services

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

6. No Participation

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

7. Assignment

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

8. Notices

All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered when (1) delivered personally, or (II) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage prepaid to the

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

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

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

9. *Entire Agreement and Waiver*

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

10. *Amendments*

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

11. *Parties in Interest*

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

12. *Severability*

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

13. *Subject Headings*

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

14. *Applicable Law*

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

15. *Disclosure*

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

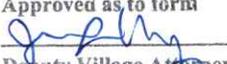
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

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

By: _____

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

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

**Re: Personal Service Agreement
Elvis Maduro**

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

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2025—February 28, 2026

Contract Rate: \$50.00 per hour (No Increase)

Sessions: Tuesdays from 1:00pm-3:00pm throughout the year.

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

Compensation: The total fee to be paid to Elvis Maduro will be \$50.00 per hour with a cap of \$3,500.00. (No Increase).

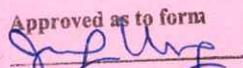
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants \$160 (Residents) and \$200 (Non-Residents) per 8-week session. During the last contract period, we collected \$4,425.00.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). During this contract period, we paid Mr. Maduro \$1,200.00.

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


Elizabeth Comerford, Manager

Approved as to form

Deputy Village Attorney

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

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

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

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

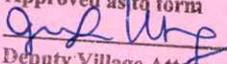
WHEREAS, the contract is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 (no increase), for a not-to-exceed amount of \$3,500.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Elvis Maduro, 158 Wynsom Avenue, Merrick, NY 11566, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

WHEREAS, the contract is for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Elvis Maduro, 158 Wynsom Avenue, Merrick, NY 11566, for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00.

The Clerk polled the Board as follows:

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

cc:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Elvis Maduro

March 1, 2025 through February 28, 2026

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

PERSONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 through February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Maduro.

3. Compensation.

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

Maduro shall provide the following services to IVF:

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

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

by one party to the other):

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

Elvis Maduro
158 Wynsom Avenue
Merrick, NY 11566

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

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

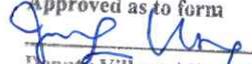
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By:

ROBERT T. KENNEDY, MAYOR

ELVIS MADURO

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

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

**Re: Personal Service Agreement
Linda Morales**

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

Contract Type: NEW _____ RENEWAL X EXTENSION _____

Contract Term: March 1, 2025—February 28, 2026

Contract Rate: \$45.00 per hour (No Increase)

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

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

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

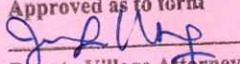
Compensation: The total fee to be paid to Ms. Morales will be \$45.00 per hour with a cap of \$5,000.00. (No Increase)

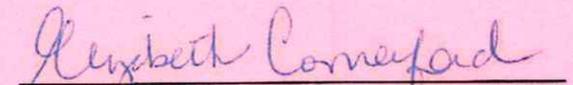
Village to Provide: A room to conduct the class.

Revenue: The Recreation Center will be charging \$60.00 (Residents) and \$75.00 (Non-Residents) per session (8 classes) for kids yoga. During the FYE 2025 contract, the Recreation Center collected approximately \$2,425.00.

Expenditures: During FYE 2025, the Recreation Center paid Ms. Morales \$1,890.00. The expense for this program will come out of account A714004-545700 (Non-Employee Salaries).

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

Approved as to form

Deputy Village Attorney


Elizabeth Comerford, Manager

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

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

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

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

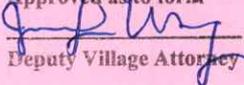
WHEREAS, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase) for a not to exceed amount of \$5,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Linda Morales, 1740 Chestnut Street, Merrick, NY 11566, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not to exceed amount of \$5,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 (an increase of \$10.00 per hour from the previous contract) for a not to exceed amount of \$5,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Linda Morales, 1740 Chestnut Street, Merrick, NY 11566, for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 for a not to exceed amount of \$5,000.00.

The Clerk polled the Board as follows:

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

cc:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Linda Morales

March 1, 2025 through February 28, 2026

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

PERSONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Morales.

3. Compensation.

For all services rendered by Morales under this Agreement, the IVF shall pay a fee not to exceed \$5,000 per annum. All services to IVF shall be billed on a monthly basis at \$45.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Morales and submitted to the Freeport Recreation Center for processing.

4. Duties

Morales shall provide the following services to IVF:

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

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

by one party to the other):

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

Linda Morales
1704 Chestnut Street
Merrick, New York 11566

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

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

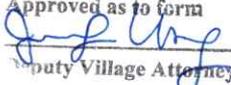
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By:

ROBERT T. KENNEDY, MAYOR

LINDA MORALES

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

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

**Re: Personal Services Agreement
Carole Murphy**

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

Contract Type: NEW _____ RENEWAL X _____ EXTENSION _____

Contract Term: March 1, 2025—February 28, 2026

Contract Rate: \$45.00 per hour (No Increase)

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

Description: Aquacise is shallow water exercise with minimal strain.

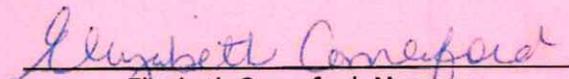
Compensation: The Total Fee to be paid to Ms. Murphy is \$45.00 per hour and not to exceed \$6,500.00. (No Increase)

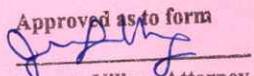
Village to Provide: Pool and Locker Room.

Revenue: The Recreation Center will be charging \$65.00 (Residents) and \$80.00 (Non-Residents per session (10 weeks). During the FYE 2025 contract, the Recreation Center collected approximately \$19,010.00

Expenditures: During the FYE 2025 contract, the Recreation Center has paid Ms. Murphy \$2,880.00. . The expense will come out of account A714004 545700 (Non-Employee Salaries).

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


Elizabeth Comerford, Manager

Approved as to form

Deputy Village Attorney

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

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

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

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

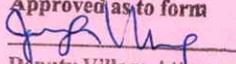
WHEREAS, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase per hour) for a not-to-exceed amount of \$6,500.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Carole Murphy, 109 Bergen Place, Freeport, NY 11520, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not-to-exceed amount of \$6,500.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 (an increase of \$27 per hour) for a not-to-exceed amount of \$6,500.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager Victoria Dinielli, the Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement renewal with Carole Murphy, 109 Bergen Place, Freeport, NY 11520, for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 for a not-to-exceed amount of \$6,500.00.

The Clerk polled the Board as follows:

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

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>

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Carole Murphy

March 1, 2025 through February 28, 2026

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

PERSONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Murphy.

3. Compensation.

For all services rendered by Murphy under this Agreement, the IVF shall pay a fee not to exceed \$6,500.00 per annum. All services to IVF shall be billed on a monthly basis at \$45.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Murphy and submitted to the Freeport Recreation Center for processing.

4. Duties

Murphy shall provide the following services to IVF:

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

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

by one party to the other):

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

Carole Murphy
109 Bergen Place
Freeport, New York, 11520

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

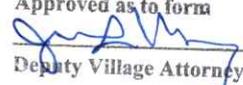
Murphy hereby affirmatively states that no elected official, officer or employee of IVF has any interest in Murphy.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T, KENNEDY, MAYOR

CAROLE MURPHY

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

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

**Re: Personal Service Agreement
Hayat Pineiro**

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

Contract Type: NEW _____ RENEWAL X EXTENSION _____

Contract Term: March 1, 2025—February 28, 2026

Contract Rate: \$45.00 per hour (No Increase)

Sessions: On-going throughout the year

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

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

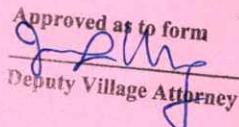
Compensation: The total fee to be paid to Ms. Pineiro will be \$45.00 per hour with a cap of \$3,000.00. (No Increase)

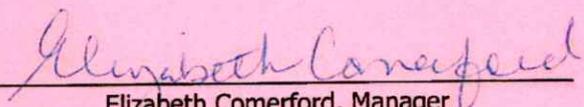
Village to Provide: A room to conduct the class.

Revenue: The Recreation Center will be charging \$65.00 (Residents) and \$80 (Non-Residents) per session (10 classes). During the FYE 2025 contract, the Recreation Center had collected approximately \$2,840.00.

Expenditures: During FYE 2025, the Recreation Center paid Ms. Pineiro \$1,000.00. The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

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

Approved as to form

Deputy Village Attorney


Elizabeth Comerford, Manager

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

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase), for a not-to-exceed amount of \$3,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Freeport Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal between the Village of Freeport and Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756, for a term from March 1, 2025 to February 28, 2026, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

Approved as to form
[Signature]
County Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 (an increase of \$10.00 per hour from the previous contract) for a not-to-exceed amount of \$3,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized, on behalf of the Village of Freeport, to execute a Personal Services Agreement renewal between the Village of Freeport and Hayat Pineiro, 578 Gardiners Avenue, Levittown, New York, 11756 for a term from March 1, 2024 to February 28, 2025, at an hourly rate of \$45.00 for a not-to-exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

HAYAT PINEIRO

MARCH 1, 2025 – FEBRUARY 28, 2026

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

PERSONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Pineiro.

3. Compensation.

For all services rendered by Pineiro under this Agreement, the IVF shall pay a fee not to exceed \$3,000 for the term of the contract. All services to IVF shall be billed on a monthly basis in \$45.00 per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Pineiro and submitted to the Freeport Recreation Center for processing.

4. Duties

Pineiro shall provide the following services to IVF:

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

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability.

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

8. Assignment.

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

9. Notices.

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

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

Hayat Pineiro
578 Gardiners Avenue
Levittown, New York, 11756

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

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

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

HAYAT PINEIRO

Approved as to form
[Signature]
Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

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

**Re: Personal Service Agreement
Deborah Stecker**

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

Contract Type: NEW _____ RENEWAL X _____ AMENDMENT _____

Contract Term: March 1, 2025—February 28, 2026

Contract Rate: \$45.00 per hour (No Increase)

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

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

Classes: Thursdays 10:00AM-11:00AM

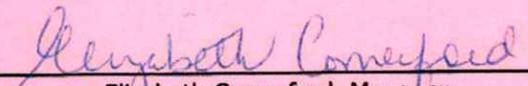
Compensation: The total fee to be paid to Ms. Stecker will be \$45.00 per hour with a cap of \$3,000.00. (No Increase)

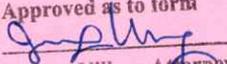
Village to Provide: A room to conduct the class.

Revenue: The Recreation Center will be charging \$65 (Resident) and \$80 (Non-Resident) per 10-week session. During the FYE 2025 contract, the Recreation Center collected \$2,365.00.

Expenditures: During the FYE 2025 contract, the Recreation Center paid Ms. Stecker \$1,000.00. The expense for this program will come out of account A714004-545700 (Non-Employee Salaries).

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


Elizabeth Comerford, Manager

Approved as to form

Deputy Village Attorney

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

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

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

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

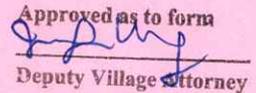
WHEREAS, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 (no increase per hour from the previous contract) for a not to exceed amount of \$3,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal with Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$45.00 for a not to exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 (an increase of \$10.00 per hour from the previous contract) for a not to exceed amount of \$3,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Recreation Center Manager, Victoria Dinielli, the Mayor be and hereby is authorized to execute a Personal Services Agreement renewal with Deborah Stecker, 89 Jefferson Street, Freeport, New York, 11520, for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$45.00 for a not to exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Deborah Stecker

March 1, 2025 – February 28, 2026

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

CONSULTING AGREEMENT

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

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Stecker.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Stecker under this Agreement, the IVF shall pay Stecker a fee not to exceed \$3,000. All services to IVF shall be billed on a monthly basis at \$45.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Stecker and submitted to the Freeport Recreation Center for processing.

5. Duties

Stecker shall provide the following services to IVF:

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

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

Deborah Stecker
89 Jefferson Street
Freeport, New York 11520

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Conflicts of Interest

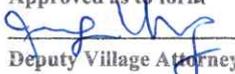
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Stecker hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Deborah Stecker

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

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

**Re: Personnel Services Agreement
Robyn Workman**

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

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: March 1, 2025—February 28, 2026

Contract Rate: \$50.00 per hour (No Increase)

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

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

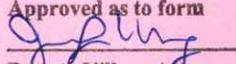
Village Compensation: The Total Fee to be paid to Ms. Workman will be \$50.00 per hr., with a Cap of \$3,500.00. (No Increase)

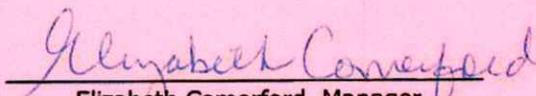
Village to Provide: A room to conduct the class.

Revenue: The village will be charging \$60 (Residents) and \$75 (Non-Residents) for an 8-week session. During the FYE 2025 contract, the Recreation Center has collected approximately \$2,790.00.

Expenditures: During FYE 2025, the Recreation Center paid Ms. Workman \$2,475.00. This expense will come out of account A714004-545700 (Non-Employee Salaries).

**Robyn Workman
65 Westside Ave.
Freeport, NY 11520
516-528-5668**

Approved as to form

Deputy Village Attorney


Elizabeth Comerford, Manager

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 (no increase), for a not-to-exceed amount of \$3,500.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and here by is authorized to execute any and all documentation necessary to effectuate a Personal Services Agreement renewal with Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520, for a term from March 1, 2025 through February 28, 2026, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Victoria Dinielli, Recreation Center Manager December 20, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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

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

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

WHEREAS, the contract renewal is for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00; and

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

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be and here by is authorized to execute any and all documentation necessary to effectuate a Personal Services Agreement renewal between Robyn Workman, 65 Westside Avenue, Freeport, New York, 11520 and the Village of Freeport for a term from March 1, 2024 through February 28, 2025, at an hourly rate of \$50.00 for a not-to-exceed amount of \$3,500.00.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Robyn Workman

March 1, 2025 – February 28, 2026

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

PERSONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Workman.

3. Conditional Contract

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

4. Compensation.

For all services rendered by Workman under this Agreement, the IVF shall pay Workman a fee not to exceed \$50.00 per hour, with an annual cap of \$3,500.00. All services to IVF

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

5. Duties

Workman shall provide the following services to IVF:

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

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

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

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

Robyn Workman
65 Westside Avenue
Freeport, New York, 11520

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Disclosure.

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

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

INCORPORATED VILLAGE OF FREEPORT

By:

ROBERT T. KENNEDY, Mayor

ROBYN WORKMAN

Approved as to form


Deputy Village Attorney

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 22, 2024

Re: FURNISHING OF WATER METERS - 2025

The Water Department routinely replaces water meters throughout the community. After approximately 15 years, water meters tend to wear out and therefore do not accurately register all of the water being used by the consumer. Accordingly, replacing the meter to get an accurate reading is financially beneficial to the Department. Additionally, we are replacing the existing water meters with remote reading meters. These new water meters are remote read capable and therefore eliminate the need to enter onto properties to read the meters. This eliminates estimating bills, callbacks and overtime. The estimated cost of this purchasing contract is \$90,000.00 and funding for this will be from an anticipated bond. The contract will be for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 5, 2024. Bid documents will be available from December 9, 2024, through January 3, 2025. Bids will have a returnable date of January 7, 2025 with bids scheduled to be opened at 11:00 am.

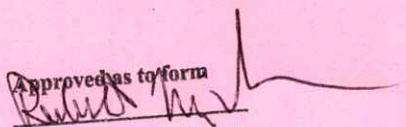
A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.
Supt. of Public Works
Encl.

c.

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport Water & Sewer Department routinely replaces water meters throughout the community and after approximately fifteen years, meters tend to wear out and fail to accurately register the amount of water being consumed; and

WHEREAS, as these older meters wear out, they are being replaced with water meters that are remote read capable, eliminating the need to enter properties and estimating bills, and reduces callbacks and overtime; and

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

WHEREAS, the Water & Sewer Department is requesting Board authorization for the Village Clerk to advertise for the "Furnishing of Water Meters - 2025"; and

WHEREAS, the contract will be for a term beginning March 1, 2025 and ending February 28, 2026, with an option for two (2) one-year extensions if mutually accepted; and

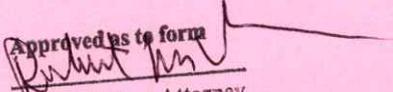
WHEREAS, the estimate cost of the contract is \$90,000.00; and

WHEREAS, funding is anticipated to be included in the Water Department Operating Budget (WE98002 520310 Meter Reading Equipment); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the "Furnishing of Water Meters – 2025" in the Freeport Herald and other relevant publications of general circulation on December 5, 2024, with bid documents available from December 9, 2024, through January 3, 2025, with a return date of January 7, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

FURNISHING OF WATER METERS - 2025

FOR

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

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

FURNISHING OF WATER METERS - 2025

until 11:00 A.M. on **January 7, 2025** 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, **9:00 A.M. on December 9, 2024 until 4:00 P.M. January 3, 2025**. There is no fee for a set of contract documents.

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

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

Taylor D'Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 5, 2024
Freeport Herald

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

AGENDA

BOARD OF TRUSTEES' MEETING

December 2, 2024

COMMENTS PERMITTED ON AGENDA ITEMS