



**4. HUMAN RESOURCES – Conor Kirwan**

- a) Request to renew the Memorandum of Agreement between the Village of Freeport and the National Employee Assistance Providers Inc., 490 Wheeler Road, Suite 102, Hauppauge, New York 11788, from March 1, 2025 through February 28, 2026, not to exceed \$11,000.00, with no increase in price.

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

- a) Request to advertise a notice to bidders for “Furnishing of One (1) New Heavy Duty Plow Truck” in the Freeport Herald on January 2, 2025, with a return date of January 22, 2025.
- b) Request to extend the “2024 Annual Asphalt Paving Contract” with Roadwork Ahead Inc., 2186 Kirby Lane, Syosset, New York 11791, from March 1, 2025 through February 28, 2026, in the amount of \$145,050.00, with no increase.
- c) Request to extend the “2024 Annual Maintenance and Landscaping of Various Village Properties Rebid” with F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, New York 11520, from March 1, 2025 through February 28, 2026, in the amount of \$74,335, with no increase in unit price.
- d) Request to extend the “2024 Electrical Work Requirement Contract” with NY Electrical Design, Inc., 512 S. Ocean Avenue, Freeport, New York 11520, from March 1, 2025 through February 28, 2026, in the amount of \$52,350, with no increase in unit price.
- e) Request to enter into a professional services contract for Engineering Services for a Bathing Beach at Cow Meadow Park (Phase I) with Hayduk Engineering, LLC, 1010 Route 112, Suite 200, Port Jefferson Station, New York 11776, for an approximate cost of \$5,000.

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

- a) Request authorization for the Village Clerk to conduct the March 18, 2025 Village Election, provide election material, and hire election personnel at the per diem fee structure set by Nassau County Board of Elections: Chairperson \$290, Poll Coordinator \$250, Inspector \$240, and Translator \$210.

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

- a) Request approval to extend the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2024” contract #3 with Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, New York 10460, from March 1, 2025 through February 28, 2026, with no increase in prices.
- b) Request to extend the “2023 Furnishing of Liquid Caustic Soda” with UNIVAR USA Inc., 200 Dean Sievers Place, Morrisville, Pennsylvania 19076, from March 1, 2025 through February 28, 2026, in the amount of \$306,757.50, with no increase in unit price.

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

- c) Request to extend the “2023 Water Quality Testing Services” with Pace Analytical Services, Inc., 575 Broadhollow Road, Melville, New York 11747, from March 1, 2025 through February 28, 2026, in the amount of \$105,180.00, with no increase in unit price.

**COMMENTS PERMITTED ON AGENDA ITEMS**

# Incorporated Village of Freeport

## INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma Lancaster, Village Assessor

DATE: November 26, 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: **Schroder & Strom, LLP**

Petitioner: 241 & 245 South Main St Corp.

Property Addressess 241-245 S. Main St  
62 / 044 / 63, 412-414

Total Refund: 2018/2019 to 2024/2025 – Total Refund: **\$7,808.27** – Total AV: **9,760**  
going forward 2025/2026, 2026/2027, and 2027/2028.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2018/19	0.0180	13,930	14,400	0	0.62296	\$0.00
2019/20	0.0172	13,930	13,760	170	0.62296	\$105.90
2020/21	0.0162	13,930	12,960	970	0.62296	\$604.27
2021/22	0.0151	13,930	12,080	1,850	0.62296	\$1,152.48
2022/23	0.0150	13,930	12,000	1,930	0.62296	\$1,202.31
2023/24	0.0130	13,930	10,400	3,530	0.61649	\$2,176.22
2024/25	0.0122	13,930	9,760	4,170	0.61561	\$2,567.09

Refund: **\$7,808.27**

The Current 2025 Market Value of \$1,141,803 was settled at \$800,000 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*

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: **Schroder & Strom, LLP**  
 Petitioner: 241 & 245 South Main St Corp.  
 Property Addressess 241-245 S. Main St  
 62 / 044 / 63, 412-414

Total Refund: 2018/2019 to 2024/2025 – Total Refund: **\$7,808.27** – Total AV: **9,760** going forward 2025/2026, 2026/2027, and 2027/2028.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2018/19	0.0180	13,930	14,400	0	0.62296	\$0.00
2019/20	0.0172	13,930	13,760	170	0.62296	\$105.90
2020/21	0.0162	13,930	12,960	970	0.62296	\$604.27
2021/22	0.0151	13,930	12,080	1,850	0.62296	\$1,152.48
2022/23	0.0150	13,930	12,000	1,930	0.62296	\$1,202.31
2023/24	0.0130	13,930	10,400	3,530	0.61649	\$2,176.22
2024/25	0.0122	13,930	9,760	4,170	0.61561	\$2,567.09
					Refund	\$7,808.27

**WHEREAS**, the Current 2025 Market Value of \$1,141,803 was settled at \$800,000 based on the EQ Rate of 1.22; and

**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 2018/2019 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 \$7,808.27.

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 Lancaster, Village Assessor  
 DATE: November 26, 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: 267 W Merrick Road LLC  
 267 W Merrick Road, Freeport  
 62 / 126 / 196

Total Refund: 2022/2023 to 2024/2025 – Refund: **\$50,000.00** – AV: **24,000** going forward 2025/2026, 2026/2027, and 2027/2028.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2022/23	0.0150	76,189	37,479	38,710	0.62296	\$24,115.00
2023/24	0.0130	76,189	35,100	41,089	0.61649	\$25,330.95
2024/25	0.0122	24,900	24,000	900	0.61561	\$554.05

Current MV      \$2,040,984    Settled MV      \$1,967,213    Refund:      \$50,000.00

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: 267 W Merrick Road LLC  
267 W Merrick Road, Freeport  
62 / 126 / 196

Total Refund: 2022/2023 to 2024/2025 – Refund: **\$50,000.00** – AV: **24,000**  
going forward 2025/2026, 2026/2027, and 2027/2028.

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2022/23	0.0150	76,189	37,479	38,710	0.62296	\$24,115.00
2023/24	0.0130	76,189	35,100	41,089	0.61649	\$25,330.95
2024/25	0.0122	24,900	24,000	900	0.61561	\$554.05

Current MV      \$2,040,984    Settled MV      \$1,967,213    Refund:      \$50,000.00

**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 2022/2023 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 \$50,000.00.

The Clerk polled the Board as follows:

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: December 6, 2024

RE: Remove Exemptions from 2024/2025 Final Assessment Roll and  
2025/2026 Tentative Assessment Roll

Permission is requested for the Assessor to remove from 2024/2025 Final Assessment Roll and 2025/2026 Tentative Assessment Roll exemptions related to Senior, Vol Firefighter and Veteran Owned Property. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 105 / 338	88 Hubbard Ave	41121 - Veteran War Time/Non- Combat	41121 – 2024 - 468 2025 – 439	Deceased 11/24/24
		41661 - Vol Firefighter	41661 – 2024 – 455 2025 - 455	
		41800 - Senior	41800 - 2024 – 0 2025 – 1,828	
62 / 104 / 233	67 Van Buren St	41121 - Veteran War Time/Non- Combat	41121 – 2024 – 468 2025 - 439	Property Sold 11/25/24
62 / 033 / 327	317 Saint Marks Ave	41121 - Veteran War Time/Non- Combat	41121 – 2024 – 468 2025 - 439	Property Sold 11/27/24
		41800 - Senior	41800 - 2024 – 1,691 2025 - 0	

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

*Vilma I. Lancaster*  
Vilma I. Lancaster  
Village Assessor

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

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

**WHEREAS**, the below list consists of changes to assessed tax value after the adoption of the 2024/2025 Final Assessment Roll and 2025/2026 Tentative Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 105 / 338	88 Hubbard Ave	41121 - Veteran War Time/Non- Combat	41121 – 2024 - 468 2025 – 439	Deceased 11/24/24
		41661 - Vol Firefighter	41661 – 2024 – 455 2025 - 455	
		41800 - Senior	41800 - 2024 – 0 2025 – 1,828	
62 / 104 / 233	67 Van Buren St	41121 - Veteran War Time/Non- Combat	41121 – 2024 – 468 2025 - 439	Property Sold 11/25/24
62 / 033 / 327	317 Saint Marks Ave	41121 - Veteran War Time/Non- Combat	41121 – 2024 – 468 2025 - 439	Property Sold 11/27/24
		41800 - Senior	41800 - 2024 – 1,691 2025 - 0	

**WHEREAS**, the Assessor reviewed the application and made the recommendation that the exemption be removed from the 2024/2025 Final Assessment Roll and 2025/2026 Tentative Assessment Roll as listed above; and

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

**NOW THEREFORE BE IT RESOLVED** that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2024/2025 Final Assessment Roll and 2025/2026

Tentative Assessment Roll and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

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

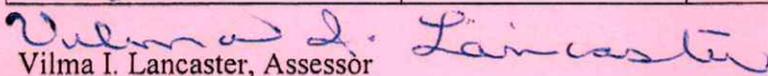
## Incorporated Village of Freeport INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees  
 FROM: Vilma I. Lancaster, Village Assessor  
 DATE: December 5, 2024  
 RE: 2025/2026 PILOT Tentative Assessment Roll Correction

A retro-active permission is hereby requested to update the 2025/2026 Tentative Assessment Roll to reflect the changes of the assessed value for the PILOT properties. The IDA forwarded the new dollar allocation for each PILOT agreement amounts for the 2025/2026 tax year.

The allocated dollar amount was calculated at a tax rate of (61.561) to obtain the assessed value for each PILOT for the 2025/2026 Assessment Roll and entered into PAS to be uploaded to the ENQUESTA tax system for the 2025/2026 tax year.

S / B / L	Property Address	PILOT Owners	2024/2025 PILOT IDA Dollar Allocation Amount	2025/2026 PILOT IDA Dollar Allocation Amount
55-190-51 55-190-63	80-84 Albany Ave 30 Albany Ave	The Gardens at Buffalo	\$23,979.00	\$23,979.00
62-D-147,148,149,150,163,164,165,166,167,168,174	72 Albany Ave	Columbia Equipment Co 72 Albany Realty LLC	\$39,745.00	\$40,539.80
62-233-2,3 62-177-339,526,541,542,548	444,417,447,477, 435 Woodcleft Ave	NBD Holding/Hilton Garden Inn	#37,766.00	\$37,766.49
62-114-18-20	206 Smith St	206 Smith St LLC / Regan Development	\$12,924.00	\$12,923.79
62-035-5 & 25	27 St Johns Pl & 8 Maple Pl	Dover Freeport LLC	\$39,920.00	\$37,601.12
62-230-65 & 85	159 Hanse Ave	159 Hanse Ave Development LLC	\$31,500.00	\$62,280.00
TOTAL			\$185,834.00	\$ 215,090.20

  
 Vilma I. Lancaster, Assessor

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

**WHEREAS**, a retroactive permission from the Assessor is requesting Board approval to update the 2025/2026 Tentative Assessment Roll to reflect the changes of the assessed value for the PILOT properties; and

**WHEREAS**, the IDA forwarded the new dollar allocation for each PILOT agreement amounts for the 2025/2026 tax year; and

**WHEREAS**, the allocated dollar amount was calculated at a tax rate of (61.561) to obtain the assessed value for each PILOT for the 2025/2026 Assessment Roll and entered into PAS to be uploaded to the ENQUESTA tax system for the 2025/2026 tax year; and

S / B / L	Property Address	PILOT Owners	2024/2025 PILOT IDA Dollar Allocation Amount	2025/2026 PILOT IDA Dollar Allocation Amount
55-190-51 55-190-63	80-84 Albany Ave 30 Albany Ave	The Gardens at Buffalo	\$23,979.00	\$23,979.00
62-D- 147,148,149,150,163,164, 165,166,167,168,174	72 Albany Ave	Columbia Equipment Co 72 Albany Realty LLC	\$39,745.00	\$40,539.80
62-233-2,3 62-177-339,526,541,542,548	444,417,447,477, 435 Woodcleft Ave	NBD Holding/Hilton Garden Inn	#37,766.00	\$37,766.49
62-114-18-20	206 Smith St	206 Smith St LLC / Regan Development	\$12,924.00	\$12,923.79
62-035-5 & 25	27 St Johns Pl & 8 Maple Pl	Dover Freeport LLC	\$39,920.00	\$37,601.12
62-230-65 & 85	159 Hanse Ave	159 Hanse Ave Development LLC	\$31,500.00	\$62,280.00
TOTAL			\$185,834.00	\$ 215,090.20

**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

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

**TO:** Mayor Robert T. Kennedy and Board of Trustees  
**FROM:** Vilma I. Lancaster, Village Assessor  
**Date:** December 5, 2024  
**RE:** 2025 Notice of Tentative Special Franchise Assessments

A retro-active permission is hereby requested from the Board to add the assessed values to the franchise properties in the 2025/2026 Tentative Assessment Rolls.

The Assessment Department received on December 5, 2024, the 2025 Notice of Tentative Special Franchise Assessment dated December 5, 2024 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services.

The State will forward the Final Notice of the Special Franchise Assessments during the 2025/2026 Second Quarter. If there are changes to the Final Notice a correction should be made to the 2025/2026 Final Assessment Roll, permission is further requested that the Board authorize the Assessor to process the adjustments and forward to the Treasurer to create new tax bills.

The Special Franchise Assessments were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York. The assessments include both the value of the tangible property situated in, upon, under or above public streets, highways, water and other public places and the value of the franchise, right, authority or permission to occupy such public streets, highways, water and other public places.

<b>List of Special Franchise Assessments</b>	<b>S / B / L</b>	<b>2023/2024 Final</b>	<b>2024/2025 Tentative</b>	<b>2025/2026 Tentative</b>
<b>Long Island Power Authority - # 127400</b>	<b>99-SPF-5</b>	<b>46,352</b>	<b>42,301</b>	<b>55,127</b>
<b>Key Span Gas East Corp - # 127410</b>	<b>99-SPF-2</b>	<b>1,251,468</b>	<b>1,227,128</b>	<b>1,296,678</b>

<b>Verizon NY Inc. # 631900</b>	<b>99-SPF-3</b>	<b>83,613</b>	<b>77,384</b>	<b>76,648</b>
<b>Crown Castle Fiber LLC # 797400</b>	<b>99-SPF-6</b>	<b>4,945</b>	<b>4,134</b>	<b>3,982</b>
<b>Zayo Group LLC # 739500</b>	<b>99-SPF-7</b>	<b>3,998</b>	<b>3,149</b>	<b>2,813</b>
<b>Teleport Communications # 744790</b>	<b>99-SPF-4</b>	<b>4,026</b>	<b>5,983</b>	<b>1,946</b>
<b>Cablevision System Lightpath #725500</b>	<b>99-SPF-8</b>	<b>498</b>	<b>509</b>	<b>625</b>
<b>Level 3 Telecom NY # 701000</b>	<b>99-SPF-9</b>	<b>1,758</b>	<b>1,741</b>	<b>1,181</b>
<b>Cablevision System, LI Corp. # 923500</b>	<b>99-SPF-1</b>	<b>4,545</b>	<b>4,120</b>	<b>53,347</b>
<b>Total Special Franchise Assessment</b>		<b>1,401,203</b>	<b>1,366,449</b>	<b>1,492,347</b>

*Vilma I. Lancaster*  
**Vilma I. Lancaster**  
**Village Assessor**

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

**WHEREAS**, A retro-active permission is hereby requested from the Board to add the assessed values to the franchise properties in the 2025/2026 Tentative Assessment Rolls; and

**WHEREAS**, on December 5, 2024, the Assessment Department received the Notice of Tentative Special Franchise Assessment dated December 5, 2024 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services; and

**WHEREAS**, the Special Franchise Assessments were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York; and

**WHEREAS**, the State will forward the Final Notice of the Special Franchise Assessments during the second quarter of 2025/2026 and changes will be made to the Final Assessment Roll if necessary; and

**WHEREAS**, these special franchise assessments are as follows; and

<b>List of Special Franchise Assessments</b>	<b>S / B / L</b>	<b>2023/2024 Final</b>	<b>2024/2025 Tentative</b>	<b>2025/2026 Tentative</b>
<b>Long Island Power Authority - # 127400</b>	<b>99-SPF-5</b>	<b>46,352</b>	<b>42,301</b>	<b>55,127</b>
<b>Key Span Gas East Corp - # 127410</b>	<b>99-SPF-2</b>	<b>1,251,468</b>	<b>1,227,128</b>	<b>1,296,678</b>
<b>Verizon NY Inc. # 631900</b>	<b>99-SPF-3</b>	<b>83,613</b>	<b>77,384</b>	<b>76,648</b>
<b>Crown Castle Fiber LLC # 797400</b>	<b>99-SPF-6</b>	<b>4,945</b>	<b>4,134</b>	<b>3,982</b>
<b>Zayo Group LLC # 739500</b>	<b>99-SPF-7</b>	<b>3,998</b>	<b>3,149</b>	<b>2,813</b>
<b>Teleport Communications # 744790</b>	<b>99-SPF-4</b>	<b>4,026</b>	<b>5,983</b>	<b>1,946</b>

<b>Cablevision System Lightpath #725500</b>	<b>99-SPF-8</b>	<b>498</b>	<b>509</b>	<b>625</b>
<b>Level 3 Telecom NY # 701000</b>	<b>99-SPF-9</b>	<b>1,758</b>	<b>1,741</b>	<b>1,181</b>
<b>Cablevision System, LI Corp. # 923500</b>	<b>99-SPF-1</b>	<b>4,545</b>	<b>4,120</b>	<b>53,347</b>
<b>Total Special Franchise Assessment</b>		<b>1,401,203</b>	<b>1,366,449</b>	<b>1,492,347</b>

**NOW THEREFORE BE IT RESOLVED**, that the Board approve the Notice of Tentative Special Franchise Assessment dated December 5, 2024 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services and the Assessor be authorized to make the changes to the 2025/26 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

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

TO: Mayor Robert T. Kennedy and Board of Trustees  
FROM: Vilma I. Lancaster, Village Assessor  
Date: December 10, 2024  
RE: 2025 Revised Notice of Tentative Telecommunications Ceiling Assessments

The Assessment Department received on December 10, 2024, the Revised Notice of Tentative Telecommunications Ceiling dated December 10, 2024 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services.

The Telecommunications Ceilings were determined in accordance with Title 5 of Article 4 of the Real Property Tax Law 499. These ceilings pertain to mass telecommunications property of utility companies in each Municipality. They are for poles, wires, cables and conduit that resides on, under, or above private property.

The Assessment Department did not received the Telecommunications Ceilings during the Tentative 2025/2026 Budget process. A permission is hereby requested from the Board to add the assessed values to the telecommunication ceilings to the 2025/2026 Tentative and Final Assessment Rolls to make sure a tax bill is created.

<b>Telecommunications Ceilings</b>	<b>S / B / L</b>	<b>2023 Final</b>	<b>2024 Tentative</b>	<b>2025 Tentative</b>
<b>Verizon New York Inc. #631900</b>	<b>98BLI 7 C</b>	<b>14,678</b>	<b>13,111</b>	<b>12,377</b>
<b>Zayo Group LLC 739500</b>	<b>98BLI 10 C</b>	<b>510</b>	<b>422</b>	<b>377</b>
<b>Total Telecommunication Ceilings</b>		<b>15,312</b>	<b>13,639</b>	<b>12,754</b>

  
**Vilma I. Lancaster**  
Village Assessor

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

**WHEREAS**, the Assessment Department received on December 10, 2024, the revised Notice of Tentative Telecommunications Ceiling dated December 10, 2024, from the State of New York Department of Taxation and Finance Office of Real Property Tax Services; and

**WHEREAS**, the Telecommunications Ceilings were determined in accordance with Title 5 of Article 4 of the Real Property Tax Law 499; and

**WHEREAS**, the Assessment Department did not receive the Telecommunications Ceilings during the Tentative 2025/2026 Budget process; and

**WHEREAS**, retro-active approval is hereby requested from the Board to adjust the assessed values of the telecommunication ceilings within the 2025/2026 Tentative and Final Assessment Rolls; and

**WHEREAS**, if there are changes between the 2025/2026 Tentative and Final Notices received within the first quarter of the new fiscal year from the State of New York Department of Taxation and Finance, the Village Treasurer will process any necessary adjustments to the 2025/2026 tax bills; and

**WHEREAS**, the telecommunication ceilings are as follows; and

<b>Telecommunications Ceilings</b>	<b>S / B / L</b>	<b>2023 Final</b>	<b>2024 Tentative</b>	<b>2025 Tentative</b>
<b>Verizon New York Inc. #631900</b>	<b>98BLI 7 C</b>	<b>14,678</b>	<b>13,111</b>	<b>12,377</b>
<b>Zayo Group LLC 739500</b>	<b>98BLI 10 C</b>	<b>510</b>	<b>422</b>	<b>377</b>
<b>Total Telecommunication Ceilings</b>		<b>15,312</b>	<b>13,639</b>	<b>12,754</b>

**NOW THEREFORE BE IT RESOLVED**, that the Board retroactively authorize permission for the Assessor to adjust the assessed values of the listed telecommunication ceilings within the 2025/2026 Tentative and Final Assessment Rolls, and if there are changes between the 2025/2026 Tentative and Final Notices received from the State of New York Department of Taxation and Finance, the Village Treasurer will process any necessary adjustments to the 2025/2026 tax bills.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez

VOTING  
VOTING

Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING

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

**Date:** December 5, 2024  
**To:** Mayor Robert T. Kennedy  
**From:** Eric Rosmarin., Superintendent of Electric Utilities  
**Re:** Center for Internet Security, Inc.  
CrowdStrike Manage Detection and Response Solution

---

In 2019, the Village of Freeport became an active member of the Center for Internet Security, Inc. (CIS) and Multi-State Information Sharing and Analysis Center (MS-ISAC). As a member of CIS and MS-ISAC, the Village is provided with and takes full advantage of the following free services.

- Monitoring of public IP ranges and domains for possible compromises.
- Access to Malicious Code Analysis Platform (MCAP).
- Weekly top-malicious domains and IPs report.
- Blocking ransomware with Malicious Domain Blocking and Reporting (MDBR).

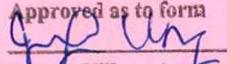
In April 2023, the Village also took advantage of **Manage Detection and Response (MDR) Solution** - a combination of CrowdStrike Next Generation Antivirus (NGAV) and the **24x7x365** CIS SOC. This enables the Village to rapidly detect, analyze, investigate and actively respond to threat disruption and containment. The annual cost for this solution is \$18,150.00. This is an increase of \$3580.09 from last year's maintenance cost. Please note that last year's maintenance was just over ten months (April 25, 2024 – February 28, 2025). The term for this maintenance is March 1, 2025 – February 28, 2026.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061 for a cost of \$18,150.00 for Manage Detection and Response Services. 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). There are sufficient funds available to cover this cost.



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 motion be adopted:

**WHEREAS**, in 2019, the Village of Freeport became an active member of the Center for Internet Security, Inc. (CIS®) and Multi-State Information Sharing and Analysis Center (ISAC) the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061; and

**WHEREAS**, as a member of CIS and MS-ISAC, the Village is provided with the following free services:

- Monitoring of your public IP ranges and domains for possible compromises,
- Access to Malicious Code Analysis Platform (MCAP),
- Weekly top-malicious domains and IPs report,
- Block ransomware with Malicious Domain Blocking and Reporting (MDBR).

**WHEREAS**, in April 2023, the Village also took advantage of Manage Detection and Response (MDR) Solution; and

**WHEREAS**, on January 8, 2024, the Board approved the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061, for a term from April 25, 2024 to February 28, 2025, for the annual cost of \$14,569.91; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval for the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061, for a term from March 1, 2025 to February 28, 2026, for the annual cost of \$18,150.00; and

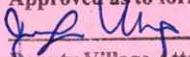
**WHEREAS**, these services shall be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network] and there are sufficient funds available to cover this cost; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061, for a term from March 1, 2025 to February 28, 2026, for the annual cost of \$18,150.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez  
Trustee Squeri

VOTING  
VOTING  
VOTING

Approved as to form  
  
Deputy Village Attorney

Trustee Sanchez  
Mayor Kennedy

VOTING  
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: 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 Squeri, seconded by Trustee Sanchez that the following resolution be adopted:

**WHEREAS**, in 2019, the Village of Freeport became an active member of the Center for Internet Security, Inc. (CIS®) and Multi-State Information Sharing and Analysis Center (ISAC) the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061; and

**WHEREAS**, as a member of CIS and MS-ISAC, the Village is provided with the following free services:

- Monitoring of your public IP ranges and domains for possible compromises,
- Access to Malicious Code Analysis Platform (MCAP),
- Weekly top-malicious domains and IPs report,
- Block ransomware with Malicious Domain Blocking and Reporting (MDBR),

**WHEREAS**, in April 2023, the Village also took advantage of Manage Detection and Response (MDR) Solution; and

**WHEREAS**, the total annual maintenance cost for CIS Services MDR Advanced and Spotlight powered by CrowdStrike with Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061, is \$14,569.91 for a term from April 25, 2024 to February 28, 2025; and

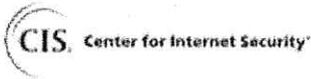
**WHEREAS**, these services shall be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network] and there are sufficient funds available to cover this cost; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061, for a term from April 25, 2024 to February 28, 2025, for the annual cost of \$14,569.91.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

In Favor



Center for Internet Security, Inc.  
 31 Tech Valley Drive  
 East Greenbush, New York 12061  
 United States

**ORDER for Village of Freeport**  
 Order: SO-241204-0060164  
 Created Date: 12/4/2024  
 Valid Through: 4/3/2025  
 Prepared by: Jenn Moten  
 Phone: (518) 516-3066

## Order

### Address Information

**Bill To:**  
 Village of Freeport  
 46 North Ocean Avenue  
 Freeport, New York 11520  
 United States

**Ship To:**  
 Village of Freeport  
 46 North Ocean Avenue  
 Freeport, New York 11520  
 United States

**Buying Contact:** Frank Prisciandaro  
**Buying Email:** fprisciandaro@freeportny.gov

**Shipping Contact:** Frank Prisciandaro  
**Shipping Email:** fprisciandaro@freeportny.gov

### Related Information

**Currency:** USD

**Billing Frequency:** One-Time

### Service Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	NET
CIS Services MDR Advanced powered by CrowdStrike	CIS-MDR-ADV-CS-CISS	3/1/2025 - 2/28/2026	275	12 Mon	\$5.00	\$5.00	\$16,500.00
CIS Services MDR Spotlight powered by CrowdStrike	CIS-MDR-SPOT-CS-CISS	3/1/2025 - 2/28/2026	275	12 Mon	\$0.50	\$0.50	\$1,650.00

List Price Total: \$18,150.00

Sales Price Total: \$18,150.00

Net Amount: \$18,150.00

**Balance Due Amount: \$18,150.00**

### Standard Terms

Please note that if the purchase(s) listed above are related to a new product/service, the Date(s) are determined based upon both the order being approved and all pre service requirements met. If the purchase(s) listed above are for a renewing product/service, the Date(s) reflect the actual term.

The fees are listed in USD and do not include any taxes (including but not limited to VAT or withholding taxes) or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of the Balance Due Amount. If Customer is located in a country with applicable VAT/Withholding taxes, Customer is required to declare and make the VAT/Withholding payment. Once Customer makes the required VAT/Withholding payment, a copy of the receipt will be provided to CIS for our records.

Your acceptance of this Order shall constitute your intent to proceed with the purchase of the product or service listed above.

### Customer: Village of Freeport

Signature

Name

Title

Date

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

**Date:** December 10, 2024

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re:** Request to Replace Trailer for Underground Line Crew (Revised)

---

The Electric Department is in need of a replacement trailer for the underground line crew. Attached for your review is a quote from Felling Trailers, Inc. for a replacement trailer. The Electric Department currently has a trailer that was purchased many decades ago. This trailer is needed to install underground cable. However, it is severely rusted and the hydraulic pump is leaking and no longer works. The trailer has become a major safety concern.

Felling Trailers, Inc. is a member of a cooperative (Sourcewell) and has Government Contract pricing – (NYS CONTRACT #PC70388 FELLING TRAILERS INC.). There is a 12% discount with this pricing. This purchase is consistent with Village and State procurement guidelines because it piggybacks off a previous competitively solicited contract from another agency in the United States which has been made available for use by other government entities.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve the purchase of the trailer from Felling Trailers, Inc., 1525 Main Street South, Sauk Center, MN 56378 under the Sourcewell contract (092922-FTS, Reference number 264455DDD), and NYS Contract #PC70388 for a cost not to exceed \$29,633.60. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this purchase. The trailer's cost will be financed with funds from two different capital projects as follows:

\$6,000.00 from WO #2493 (Capital Project 2021, sitting on Class #354).

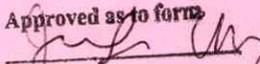
\$23,633.60 from WO #2454 (Capital Project 2020, sitting on Class #297) - funds left over from the acquisition of truck #220 for which we borrowed \$55,000.00 but the truck's total cost was \$30,220.11.



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

**WHEREAS**, the Electric Department is in need of a replacement trailer for the underground line crew; and

**WHEREAS**, the Electric Department currently has a trailer that was purchased many decades ago; this trailer is needed to install underground cable; however, it is severely rusted and the hydraulic pump is leaking and no longer works; and

**WHEREAS**, the trailer has become a major safety concern; and

**WHEREAS**, Felling Trailers, Inc. is a member of a cooperative (Sourcewell) and has Government Contract pricing – (NYS CONTRACT #PC70388 FELLING TRAILERS INC.); there is a 12% discount with this pricing; and

**WHEREAS**, the trailer will be purchased by Felling Trailers, Inc., 1525 Main Street South, Sauk Center, MN 56378, under the Sourcewell contract (092922-FTS, Reference number 264455DDD), for a cost not-to-exceed \$29,633.60; and

**WHEREAS**, the trailer’s cost will be financed with funds from two different capital projects as follows:

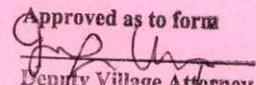
- \$6,000.00 from WO #2493 (Capital Project 2021, sitting on Class #354).
- \$23,633.60 from WO #2454 (Capital Project 2020, sitting on Class #297) - funds left over from the acquisition of truck #220 for which the Village borrowed \$55,000.00 but the truck’s total cost was \$30,220.11.

**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 and all documentation necessary to approve the purchase of one (1) trailer for the underground line crew from Felling Trailers, Inc., 1525 Main Street South, Sauk Center, MN 56378, under the Sourcewell contract (092922-FTS, Reference number 264455DDD), for a cost not-to-exceed \$29,633.60.

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



**FELLING TRAILERS, INC.**  
 1525 Main Street South, Sauk Centre, MN 56378  
 Phone: 800-245-2809 – [www.felling.com](http://www.felling.com)



1700-G

ATTENTION: Dylan Delloiacono

Contract Quote Valid for  
Days

Reference No: **264455DDD**

Ship To:  
Village of Freeport Electric  
Keith Anzelone  
516-241-5813

Phone:

Bill to:  
United Ag & Turf NE, LLC.  
216 Center Rd.  
Fairfield, Maine 04937

Customer Unit/Stock:  
Phone:  
207-453-7131

**PO#**  
Quote Date  
Order Date  
  
**Order Status**

11/15/2024

Quote

Shipping Notes:

**Sales Person**  
Contract Discount  
Felling Contract  
  
**Addl Disc/Terms**

Dillon Dean  
12%  
Sourcewell -  
092922-FTS  
Net Due 30 Days

**Appx Completion**  
Other Charge  
Product ID  
  
**Serial No**

11 (weeks)

FT-8 R Public Utility

Drawing No:

OVL Length: 12

Notes: Copy of Q-50223 Village of Freeport Electric Keith Anzelone 516-241-5813

Copy No:

Appx Wgt +/-:

Part No:

2,100 lbs

MRP No: FT-8R-H

Smart No: 0012

Item Type	Options	Description	Add Qty	Unit	Total Qty	Total Amt
Base Trailer		FT-8 R		Each	0	\$13,738.00
Reel Capacity		Capacity for a 61" X 120" Reel, 2.875" shaft		Inches	1	\$0.00
Reel Capacity		Reel Diameter at lowest position, 24" Reel		Std	1	\$0.00
Overall Length		Overall Length in Feet		Feet	12	\$0.00
Width		100" OD, 62" ID Approx		Std	1	\$0.00
Brakes		Electric, FSA (Fwd Self Adj) On All Axles		Std	1	\$0.00
Axles		8K Oil Bath		Std	1	\$0.00
Tires & Wheels		215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Plate Wheel		Each	2	\$0.00
Hitch Type		3" Adjustable Lunette Eye/Pintle, [C] 50,000 lb Plate Mount (5/8" Bolt)		Std	1	\$0.00
Jack		7K Drop Leg ** Top Wind **		Std	1	\$0.00
Jack	✓	Rear Stabilizer Legs		Opt	2	\$214.00
Plug		7 Pole RV		Std	1	\$0.00
Lights		LED Lights (Peterson), Sealed Wiring Harness		Std	1	\$0.00
Trailer Color	✓	Galvanized (Black Felling Decal) ** 3 Weeks already added to Lead Time **		LBS	2100	\$1,680.00
Standard		Document Holder		Std	1	\$0.00
Standard		3/8" Safety Chains, Grade 70		Std	1	\$0.00
Option	✓	NSO-Galvanized Felling Toolbox (ILO Painted)		Opt	1	\$300.00
Option	✓	16" bronze tension brake (manual) reel width capacity 53.5" FT-7 through FT-10, 57.5" FT-14		Opt	1	\$2,988.00
Option	✓	HYD Retriever/ Take up, Rubber Tire, Rim Drive, Self-Contained Hydraulic Power Pack -8 HP Gas Engine Includes Enclosure, 3 GPM, 3,000 PSI - Minimum Reel Diameter 50"		Opt	1	\$12,100.00
GVWR		9,200 lbs		Std	1	\$0.00

11/15/2024



MSO's are not released until  
 Payment Received



**\*\*FOB IF NO FREIGHT charged\*\***

**\*\* FET Tax may apply on 26,000 lb GVWR  
 and above \*\***

**\*\*State and Local taxes may not be  
 reflected in quoted price\*\***

Please sign and date your acceptance of this quote:

<b>Standard List Price:</b>	<b>\$31,020.00</b>
<b>Contract Discount:</b>	<b>\$3,722.40</b>
<b>Sub Total:</b>	<b>\$27,297.60</b>
<hr/>	
<b>Net Cost:</b>	<b>\$27,297.60</b>

<b>Contract Freight:</b>	<b>\$1,786.00</b>
<b>Offload/Set Up Fee:</b>	<b>\$550.00</b>
<b>TOTAL U.S.D.</b>	<b>\$29,633.60</b>

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

**To: Mayor Robert Kennedy**

**From: Conor Kirwan- Executive Director of Human Resources**

**Date: December 10, 2024**

**RE: National EAP Renewal**

---

Enclosed please find a proposed renewal agreement with National EAP.

The proposed agreement covers counseling services only and is effective 3/1/25 – 2/28/26 and is for a per employee per quarter cost of \$7.78. There is no increase in the per employee cost over the prior contract year and the contract continues to include additional services beyond those which have been historically provided (enhanced legal and financial services). National EAP has agreed to provide these services, which normally have an associated cost, to the Village at no additional expense.

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

If this meets with your approval, please place this on the next available Board agenda for authorization to execute the agreement between the Incorporated Village of Freeport and National EAP, 490 Wheeler Road, Suite 102, Hauppauge, NY 11788 for a term of one year effective 3/1/25 at a not to exceed cost of \$11,000 per annum.

Approved as to form  
Village Attorney  
12/12/2024

  
Conor Kirwan

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

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

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

**WHEREAS**, National EAP has submitted a proposal for the renewal of the current contract effective March 1, 2025 and ending on February 28, 2026, for a cost of \$7.78 per quarter, per covered employee for a not-to-exceed annual cost of \$11,000.00; and

**WHEREAS**, the contract will be funded via A143004 542800, E7820000 578100, WE93004 542800, and there is sufficient funding available in next year's budget to cover the cost; and

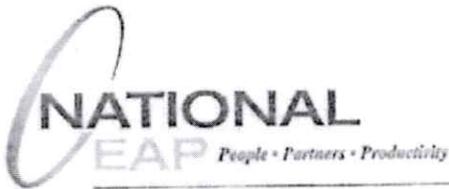
**WHEREAS**, this contract and the services provided are akin to an insurance program, so this program falls outside of §103 of the General Municipal Law and the mandates of competitive bidding; and

**NOW THEREFORE BE IT RESOLVED**, the Board approves and that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate an agreement between National EAP and the Village of Freeport for a one-year term from March 1, 2025 to February 28, 2026, for a not-to-exceed cost of \$11,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
Village Attorney  
12/12/2024



## MEMORANDUM OF AGREEMENT

Between:

**National Employee Assistance Providers, Inc.**

And

**Village of Freeport**

With Its Headquarters Located at:

**46 North Ocean Avenue, Freeport, NY 11520**

Contract Effective Date:

**March 1<sup>st</sup>, 2025 through February 28<sup>th</sup>, 2026**

### COMPREHENSIVE EAP SERVICES TO BE PROVIDED:

#### I. PROGRAM DESIGN

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

#### II. PROGRAM MARKETING

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

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

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

#### III. EAP SERVICES

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

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

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



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

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

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

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

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

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

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

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



#### **IV. HR/MANAGEMENT CONSULTATION SERVICES**

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

#### **V. THE ADMINISTRATIVE REFERRAL PROGRAM**

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

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

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

#### **VI. EMPLOYEE TERMINATION PROGRAM**

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

#### **VII. WORKPLACE TRAINING - FFS**

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

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

#### **VIII. HEALTH AND WELLNESS EAP MEMBER PORTAL**

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

#### **IX. CRISIS INCIDENT RESPONSE SERVICES (CIR)**

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

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

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

#### **X. UTILIZATION REPORTS AND ORGANIZATION EVALUATION**

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

#### **XI. COVERED MEMBERS**

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

#### **XII. PAYMENT: FEES AND SCHEDULE**

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

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

**XIII. LEGAL FEES**

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

**XIV. INDEMNIFICATION**

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

**XV. STATEMENT**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Robert T. Kennedy  
Honorable Mayor  
Village of Freeport

Approved as to form

\_\_\_\_\_  
Village Attorney

12/12/2024

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

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To: Mayor Robert T. Kennedy

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

Date: December 4, 2024

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**Re: FURNISHING OF ONE (1) NEW HEAVY DUTY PLOW TRUCK**

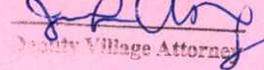
The Department of Public Works is requesting the purchase of one (1) new heavy duty, six wheel, plow truck. Specifications have been completed and we would like permission to advertise for bids. The estimated cost to purchase this truck is \$325,000.00. Funding for this purchase will come from the bond resolution authorized on February 26, 2024 in the amount of \$288,750.00 as well as the general fund (A514204 540800) for this purchase.

Therefore, it is requested that we be authorized to advertise the contract "FURNISHING OF ONE (1) NEW HEAVY DUTY PLOW TRUCK" in the Freeport Leader, and other related publications on January 2, 2025. Specifications will be available from January 6, 2025 through January 17, 2025. The bids will have a returnable date of January 22, 2025, with bids scheduled to be opened at 11:00 a.m. A copy of the proposed advertisement is furnished herewith.



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

Approved as to form



Village Attorney

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

**WHEREAS**, the Department of Public Works is requesting the Board to authorized the Village Clerk to publish a Notice to Bidders for the “Furnishing of One (1) Heavy Duty Plow Truck”; 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**, funding for this purchase will come from the bond resolution authorized on February 26, 2024 in the amount of \$288,750.00 as well as the general fund (A514204 540800) for this purchase; 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 One (1) Heavy Duty Plow Truck” in the Freeport Herald and other relevant publications of general circulation on January 2, 2025, with specifications available from January 6, 2025 through January 17, 2025, with a return date of January 22, 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 ONE (1) NEW HEAVY DUTY PLOW TRUCK

#### 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 “**FURNISHING OF ONE (1) NEW HEAVY DUTY PLOW TRUCK**” until 11:00 A.M. on **January 22, 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 and forms of proposal may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. on January 6, 2025 until 4:00 P.M. on January 17, 2025**. There is NO charge 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 – January 2, 2025

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

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To: Mayor Robert T. Kennedy

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

Date: November 21, 2024

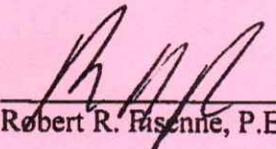
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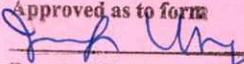
**Re: 2024 ANNUAL ASPHALT PAVING CONTRACT**

At the Village Board of Trustees meeting on February 26, 2024, the referenced requirements contract was awarded to Roadwork Ahead Inc, 2186 Kirby Lane, Syosset, New York 11791 for \$145,050.00. The Contract was set up as a one-year contract expiring on February 28, 2025, with two optional one-year extensions at no increase in the contract prices. At the Village of Trustees meeting on May 20, 2024 the referenced requirements contract was increased from \$145,050.00 to \$300,000.00 for a retroactive term from March 1, 2024 to February 28, 2025, with an option for two (2) one-year extensions if mutually accepted. Funding for this work will come from various Village accounts, depending on where the work is performed.

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

Accordingly, we are recommending that the contract "2024 ANNUAL ASPHALT PAVING" be extended for an additional year, from March 1, 2025 until February 28, 2026, to Roadwork Ahead Inc, 2186 Kirby Lane, Syosset, New York 11791, with no increase in the unit prices.

  
\_\_\_\_\_  
Robert R. Fisenne, P.E.

Approved as to form  
  
\_\_\_\_\_  
Deputy Village Attorney

Encl.

c.

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

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

**WHEREAS**, on February 26, 2024, the Board awarded the bid for the “2024 Annual Asphalt Paving Contract” to Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$145,050.00 for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually acceptable; and

**WHEREAS**, on May 20, 2024, the Board approved to increase the contract for the “2024 Annual Asphalt Paving Contract” with Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, from \$145,050.00 to \$300,000.00 (to accommodate work not originally contemplated in the bid) for a retroactive term from March 1, 2024, to February 28, 2025; and

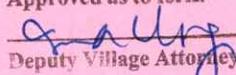
**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension for the “2024 Annual Asphalt Paving Contract” with Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$145,050.00 for a term from March 1, 2025, to February 28, 2026, with no increase in unit prices; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the “2024 Annual Asphalt Paving Contract” with Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount \$145,050.00 for a term from March 1, 2025, to February 28, 2026, exercising the first one-year extension option.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2024 ANNUAL ASPHALT PAVING CONTRACT

CONTRACTOR: ROADWORK AHEAD INC.

DATE: October 9, 2024

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

ACCEPTED BY: [Signature] DATE: 11/19/24

(CONTRACTOR)

ACCEPTED BY: [Signature] DATE: 11/26/24

(ENGINEER)

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works February 29, 2024

FROM: Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Not Present
Trustee Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

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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: Robert R. Fisenne, Superintendent of Public Works May 21, 2024

FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, on February 26, 2024, the Board awarded the bid for the "2024 Annual Asphalt Paving Contract" to Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount of \$145,050.00 for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually acceptable; and

**WHEREAS**, as this is a requirements contract, the Village was able to use the bid items to rehabilitate the basketball courts in North East Park for a total cost of \$197,690.19; and

**WHEREAS**, this improvement was not anticipated when the Contract was bid; and

**WHEREAS**, therefore, the Superintendent of Public Works is requesting Board approval to increase the total contract value with Roadwork Ahead Inc., 2186 Kirby Lane, Syosset, New York 11791, from \$145,050.00 to \$300,000.00 for a retroactive term from March 1, 2024, to February 28, 2025, with an option for two (2) one-year extensions if mutually acceptable; and

**WHEREAS**, funding for the rehabilitation for the basketball courts at North East Park will come out of a capital account that was set up for improvements to Village Parks (H719702 522170); this improvement is fully reimbursable through the Village of 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 sign any paperwork necessary to increase the contract for the "2024 Annual Asphalt Paving Contract" with Roadwork Ahead Inc. 2186 Kirby Lane, Syosset, New York 11791, in the amount from \$145,050.00 to \$300,000.00 for a retroactive term from March 1, 2024, to February 28, 2025, with an option for two (2) one-year extensions if mutually acceptable.

The Clerk polled the Board as follows:

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

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

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To: Mayor Robert T. Kennedy

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

Date: November 19, 2024

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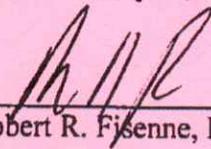
**Re: 2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES REBID**

At the Village Board of Trustees meeting on August 26, 2024, the referenced requirements contract was awarded to F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, N.Y. 11520 in the amount of \$74,335.00. The Contract was for a term beginning on March 1, 2024 and expires on February 28, 2025, with an option for two one-year extensions at no increase in the contract prices. To date, we have spent \$20,838.00 under this contract.

Funding for this contract will come out of the Village of Freeport Municipal Budget for the Department of Public Works (A741004 540300 & A741004 543900), the Water Department operating budget (WE94004 540300), the Village of Freeport Municipal Budget for the Recreation Center of which the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract, and the Village of Freeport Electric Department of which the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

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

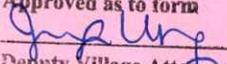
Accordingly, we are recommending that the contract "2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES" be extended for an additional year, from March 1, 2025 until February 28, 2026, to F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, N.Y. 11520, with no increase in the unit prices.

  
\_\_\_\_\_  
Robert R. Fisenne, P.E.

Encl.

c.

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

Approved as to form  
  
\_\_\_\_\_  
Deputy Village Attorney

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

**WHEREAS**, on August 26, 2024, the Board awarded the “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid” to F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, NY11520, in the amount of \$74,335.00 for a term upon award date to February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, to date, we have spent \$20,838.00 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid” with F. Acosta Landscaping Inc. from March 1, 2025 to February 28, 2026; and

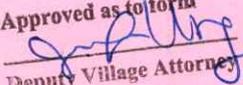
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension, with no increase in the contract prices; and

**WHEREAS**, this Contract can be utilized by the Water Department, the Village portion of the Library, the Electric Department, and the Recreation Center and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby authorized to effectuate any documentation necessary to extend the “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid” with F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, NY 11520, for the first one-year extension term from March 1, 2025 to February 28, 2026, in the amount of \$74,335.00, with no increase in the contract 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

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2021 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES

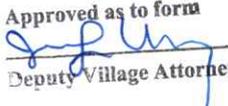
CONTRACTOR: **F. Acosta Landscaping**

DATE: October 9, 2024

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

ACCEPTED BY:  DATE: 11-19-24  
(CONTRACTOR)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(ENGINEER)

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

**WHEREAS**, on July 15, 2024 the Board authorized the Village Clerk to publish a Notice to Bidders for the “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid”; and

**WHEREAS**, eighteen (18) bids were distributed and five (5) bids were received on August 6, 2024 for the referenced requirements contract; and

**WHEREAS**, the lowest bidder was submitted by F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, NY11520, in the amount of \$74,335.00; and

**WHEREAS**, the contract will begin upon award and end on February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, although the contract was bid to include a full year of landscaping, the contractor will only be pay for work completed; and

**WHEREAS**, this Contract can be utilized by the Water Department, the Village portion of the Library, the Electric Department, and the Recreation Center and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby is authorized to effectuate any documentation necessary to award the “2024 Annual Maintenance and Landscaping of Various Village Properties - Rebid” to F. Acosta Landscaping Inc., 48 Lillian Avenue, Freeport, NY11520, in the amount of \$74,335.00 for a term upon award date to February 28, 2025, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

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

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To: Mayor Robert T. Kennedy

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

Date: December 2, 2024

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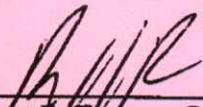
**Re: 2024 ELECTRICAL WORK REQUIREMENTS CONTRACT**

At the Village Board of Trustees meeting on January 8, 2024, the referenced requirements contract was awarded to NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, New York 11520 for \$52,350.00. The Contract was set up as a one year contract with two one year extensions at no increase in the contract prices.

Fiscal year to date we have spent \$43,385.88 under this contract. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

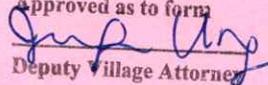
The Department of Public Works has requested an extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract "**2024 ELECTRICAL WORK REQUIREMENTS CONTRACT**" be extended for an additional year, from March 1, 2025 until February 28, 2026, to NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, New York 11520, with no increase in the unit prices.

  
\_\_\_\_\_  
Robert R. Fisenne, P.E.

Encl.

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 motion be adopted:

**WHEREAS**, on January 8, 2024, the Board awarded for the “2024 Electrical Work Requirements Contract” to NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, New York 11520, in the amount of \$52,350.00, for a term beginning March 1, 2024 and ending on February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, fiscal year to date, the Village has spent \$43,385.88 under this contract; and

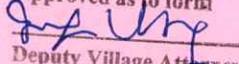
**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the Contract with NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, New York 11520, in the amount of \$52,350.00, with no increase in the unit prices, for a term from March 1, 2025 to February 28, 2026; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate the first one-year extension for the “2024 Electrical Work Requirements Contract” with NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, New York 11520, in the amount of \$52,350.00, with no increase in the unit prices, for a term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works                      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 Deputy Mayor Ellerbe that the following resolution be adopted:

**WHEREAS**, on November 27, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2024 Electrical Work Requirements Contract”; and

**WHEREAS**, twenty-nine (29) bids were distributed and six (6) bids were received on December 19, 2023, for the referenced requirements contract; and

**WHEREAS**, bids ranged from a high of \$67,505.00 to a low of \$52,350.00; and

**WHEREAS**, the lowest and responsible bidder was submitted by NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, New York 11520, in the amount of \$52,350.00; and

**WHEREAS**, this contract provides contractual unit prices for electrical services and related materials with a term of one year beginning March 1, 2024 and ending on February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the “2024 Electrical Work Requirements Contract” to NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, New York 11520, in the amount of \$52,350.00, for a term beginning March 1, 2024 and ending on February 28, 2025, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

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cc: .

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2024 ELECTRICAL WORK REQUIRMENTS

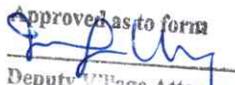
CONTRACTOR: NEW YORK ELECTRICAL DESIGN, INC.

DATE: October 9, 2024

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

ACCEPTED BY:  DATE: 11/28/2024  
(CONTRACTOR)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(ENGINEER)

Approved as to form  
  
Deputy Village Attorney

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

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To: Mayor Robert Kennedy

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

Date: December 5, 2024

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**Re: ENGINEERING SERVICES FOR A BATHING BEACH AT COW MEADOW  
PARK (PHASE 1)**

The Village of Freeport is interested in creating a bathing beach at Cow Meadow Park. Due to the specialized nature of the permitting for this use, the Village requested pricing quotation for engineering services. The initial phase of this project will be for the review of County and State requirements as well as the preparation of a project scope based on the input from the regulatory agencies.

The Village requested and received quotes for professional services from several Engineering firms (See Attached). Hayduk Engineering, LLC, 1010 Route 112, Suite 200, Port Jefferson Station, NY 11776 provided an estimate to provide the above mentioned services for this project for a fee of \$5,000.00. It is felt that Hayduk Engineering, LLC is the best firm to perform this work due to their familiarity with the Village's infrastructure as well as the New York State and Nassau County Health Department requirements.

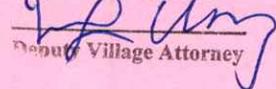
Hayduk Engineering, LLC, 1010 Route 112, Suite 200, Port Jefferson Station, NY 11776 is a company with the experience and expertise to perform these specialized tasks. The attached proposal outlines the tasks in more detail. The total estimated cost for this contract would be \$5,000.00. Funding will be provided in capital account (H719702 523001)



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

Approved as to form



Deputy Village Attorney

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

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for engineering services for a bathing beach at Cow Meadow Park (Phase 1); 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**, Hayduk Engineering, LLC, 1010 Route 112, Suite 200, Port Jefferson Station, New York 11776, possesses those certain skills, knowledge, and expertise of a specialized nature; and

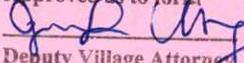
**WHEREAS**, the total estimated cost for this contract would be \$5,000.00; and

**WHEREAS**, funding will be provided in capital account (H719702 523001); 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 accept the proposal for engineering services for a bathing beach at Cow Meadow Park (Phase 1) with Hayduk Engineering, LLC, 1010 Route 112, Suite 200, Port Jefferson Station, New York 11776, for a total 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

March 7, 2023

Mr. Robert Fisenne  
Superintendent of Public Works  
Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520

via Email: [rfisenne@freeportny.gov](mailto:rfisenne@freeportny.gov)

**Re: Proposal for Professional Engineering Due Diligence Services  
Cow Meadow Beach  
H2M Proposal No.: LP230293**

Dear Mr. Fisenne:

H2M architects + engineers (H2M) is pleased to provide the following proposal for professional engineering services related to various forms of due diligence for the creation and legalization of a bathing beach at Cow Meadow Park. Enclosed for your review and consideration is our proposal and standard contract for professional services with terms and conditions. This proposal is based upon our discussion during our meeting at the site on February 9, 2023.

## **SCOPE OF SERVICES**

Cow Meadow Park includes a small beach located south of the abandoned marina. We understand the Village is interested in utilizing this beach for public swimming and bathing. The New York State Sanitary Code identifies numerous requirements for establishing and operating a swimming/bathing beach.

In general, our work will consist of due diligence services to determine the necessary steps to establish this beach for swimming/bathing. We will review applicable sections of the New York State Sanitary Code related to development of a new bathing beach, as well as logistical challenges of the site. We will identify the necessary procedures and improvements including studies, testing, capital improvements and administrative measures needed to establish and operate a swimming/bathing beach in accordance with state and local requirements. We will also outline the approval process necessary to open and operate a swimming/bathing beach at Cow Meadow Park. Our findings will be summarized in a letter report. We will meet with you and other Village staff to review our findings.

## **ASSUMPTIONS & ADDITIONAL SERVICES**

The following assumptions were made to develop a fee schedule appropriate for the size and magnitude of this project:

- Professional services not specifically stated above are beyond the Scope of Services for this proposal.
- This proposal is for due diligence services only and does not include the preparation of detailed plans, specifications, applications, or any other documentation for formal submission to any agency having jurisdiction over the project. Nor does it include any water quality testing or studies. If, at the conclusion of the due diligence phase, the Village elects to continue with the development of this area as a bathing beach, a separate proposal will be provided for additional services as appropriate.

## **FEE PROPOSAL**

H2M proposes to provide the aforementioned scope of services on an hourly basis in accordance with our enclosed standard hourly rate schedule. H2M's standard hourly rates are revised annually, and new rate schedules to be applied to this project will be provided every January for each subsequent year for which we are engaged on this assignment. All services will be provided in accordance with our enclosed Standard Terms &

Mr. Robert Fisenne  
H2M Proposal No: LP230293  
March 7, 2023  
Page 2 of 2



Conditions. Based on our present understanding of the effort required, we have established an initial budget of **\$7,000.00** (exclusive of reimbursable expenses) which would not be exceeded without your written authorization.

Our actual fee for the services identified in this proposal will be based upon our actual effort towards this phase of the work. We will keep you apprised of our progress relative to our budget throughout the due diligence phase and will contact you to discuss the need to increase our budget prior to proceeding with any additional work. For our mutual convenience, adjustments to our scope of services and budgets determined to be warranted may be authorized through email correspondence.

Outside expenses such as express mailings, photocopies, purchase of documents from agencies, etc. will be billed as reimbursable expenses at 1.1 times our direct cost. Mileage will be billed at the current rate authorized by the Internal Revenue Service. Invoices will be prepared monthly for the work completed to date. Each invoice will include a detailed description of services and a breakdown of reimbursable expenses. Payment is due on all invoices within thirty days of receipt. All checks should be made payable to **H2M architects + engineers**.

## CONCLUSION

If you agree with this proposal and the attached terms and conditions, please sign at the proper location at the bottom of the enclosed Standard Terms and Conditions and forward (1) one copy to our office for our records. The signed Standard Terms and Conditions will serve as our authorization to proceed. Thank you for the opportunity to work with you on this project. If you have questions or require additional information, please contact me at 631-756-8000 ext. 1312.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Matthew R. Mohlin'.

Matthew R. Mohlin, P.E.  
Vice President  
Department Manager – Civil Engineering

Enclosures: H2M Standard Terms and Conditions  
H2M 2023 Hourly Rate Schedule

cc: WHR – H2M

PROPOSAL

May 2, 2024

Inc. Village of Freeport  
46 N. Ocean Avenue  
Freeport, NY 11520

Re: Village of Freeport  
Cow Meadow Park Beach  
Civil Engineering Services

Att: Mayor Robert T. Kennedy

Dear Mayor Kennedy:

Hayduk Engineering, LLC is pleased to present this Proposal to provide civil engineering services related to the potential development of a bathing beach at Cow Meadow Park in Freeport, NY. The terms of our agreement are as follows, as depicted in Exhibit A – Scope of Services, Exhibit B – Fees, Exhibit C – Terms and Conditions, and Exhibit D – Standard Hourly Fee Schedule:

PROJECT DESCRIPTION

The Village of Freeport is seeking to obtain a permit from Nassau County Department of Health (NCDOH) to allow for public use of the existing sand beach adjacent to the Village Marina/Dock at Cow Meadow Park. The existing sand beach has about 150 feet of frontage along Emory Creek. There is an existing stormwater outfall in the center of the beachfront that will need to be relocated and tied into another existing outfall system and there will be several other improvements necessary, which will be dependent on input from NCDOH and NYSDEC. Below is an aerial image of the site for reference:





## EXHIBIT A – SCOPE OF SERVICES

### **A. Initial Consulting and Project Scoping**

Hayduk Engineering will provide the following services during this phase of the project:

- Review Nassau County and New York State codes and regulations related to permitting of a new bathing beach.
- Schedule and hold pre-application meetings with both agencies.
- Prepare any necessary preliminary exhibits for holding meetings with regulatory agencies.
- Prepare a scope for the project based upon input from regulatory agencies and the Village of Freeport.

Following the development of a defined project scope, Hayduk Engineering will prepare a separate proposal for preparing engineering contract documents and any other necessary engineering services for the completion of the project.

### ADDITIONAL SERVICES

Additional Services are outside the scope of this Proposal and will be billed on a time and expenses basis, in accordance with our Standard Hourly Fee Schedule (Exhibit D), if requested. Additional services may include, but are not limited to, the following:

- All services not specifically listed in this proposal.
- Preparation of engineering contract documents (plans and specifications).
- Submitting permit applications.
- Permit application fees (will be paid directly by the Village, if applicable).
- Travel and subsistence.
- Printing services.
- Environmental assessment forms and impact statements.
- Traffic impact analyses.
- Land surveying.
- Soil borings.
- Bidding and construction phase services.



EXHIBIT B – FEES

All fees listed below are lump sum fees unless otherwise noted:

Phase	Description	Fee
A	Initial Consultation and Project Scoping	\$5,000.00*
	<b>TOTAL</b>	<b>\$5,000.00</b>

\* Will be billed on a time and expenses basis with an estimated budget of \$5,000. Actual costs may vary. If initial scoping effort required is greater than \$5,000, Hayduk Engineering will notify the Village in advance and will request authorization before expending any additional effort above the \$5,000 budget.

BILLINGS

Billings will be monthly, or at the completion of any intermediate milestone, whichever is sooner, and shall be paid within thirty (30) days of receipt.

If this Proposal meets with your approval, please return one signed copy to this office to initiate our services.

Sincerely,  
HAYDUK ENGINEERING, LLC

Stephen A. Hayduk, P.E.

Accepted by: /s/ \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form  
  
Deputy Village Attorney



EXHIBIT C – TERMS AND CONDITIONS

This document is incorporated in and forms a part of the Contract between **HAYDUK ENGINEERING, LLC** (the "Firm" or "We"), and (the "Client", "you" or "your"), to which these Terms and Conditions are attached:

- 1. FIRM'S RESPONSIBILITY** – The Firm represents that it will perform the services described in the "Contract" attached hereto (the "Scope of Services"), and in a manner consistent with that level of care and skill ordinarily exercised by comparable under similar circumstances, at or near the same location, at the time the Scope of Services. There are no other representations to the Client, either expressed or implied. The Firm does not guarantee approval of or a specific result from the preparation of any plans and/or documents submitted for review. The Firm will complete Scope of Services within a reasonable period of time, subject to external parameters and delays and elements not within the Firm's control, however, the Firm is not responsible for the timeliness of the Client obtaining applicable approvals, permits, or the like. The Firm has no duty, obligation or responsibility to inspect, observe, comment, or report on the work of other contractors, vendors or material suppliers, or on conditions, of any nature whatsoever, which exist at, in, on, about, or near the project or property which is the subject of these Terms and Conditions and the Contract. The Firm has no duty, obligation or responsibility for the work and scope of services excluded in the attached Contract which exclusion includes, but is not limited to, responsibility for job site safety. The Firm shall meet the applicable standard of care which is in effect at the time the Firm performs its Services. The Firm shall perform the Services in accordance with the requirements of applicable codes, regulations, and any current written interpretation of same which have been published, enacted and are in effect as of the date of this Contract. In the event of any changes in such codes, regulations or interpretations which occur at any time after the date of this Contract or during the course of the Project and which result in a substantive change or increase of or to the Services, same is not included in the Scope of the Services described in the Contract and if Client desires that the Firm address those changes or interpretations, the Parties shall enter into an amendment or change order to provide for reasonable additional compensation to the Firm for the time and expense of addressing such changes. The following sentence is intended to make clear that the Firm is not responsible for any cost or expense that provides betterment, upgrade, or enhancement of or to the Project. The Client shall bear all costs of any and all changes that result in betterment to the Project, and same shall not be a basis for a claim against the Firm.
- 2. CLIENT RESPONSIBILITY** – Client agrees to provide access and right of entry to the subject property for Firm's personnel and any equipment or materials necessary for the Firm to complete the Services. Client further agrees to assist the Firm by providing to the Firm, promptly after the Firm's request, with all information pertaining to the Project which is the subject of the Contract, any Agreement regarding the Project, if one exists and is applicable, and any other documents or materials related to an Agreement or the Project or referenced therein (collectively the "Contract Documents"), and/or these Terms and Conditions, including, but not limited to, existing plans, surveys, recorded deeds, correspondence, reports, specifications, subsurface reports, easement information, and any other related items or information, such that the Firm may perform and complete in the most efficient fashion. The Firm is entitled to rely upon the accuracy of all Contract Documents. The Firm assumes no responsibility for errors and omissions that may or do exist in the data or related design plan that Client or Client's other consultants, contractors and professionals provided, and Client is solely responsible for same.
- The Client acknowledges that the Firm has no ongoing maintenance or repair responsibilities related to the Services or the Project, but rather that the Client is fully responsible for all ongoing and future maintenance and repair for any items, elements and/or features described or depicted in any plans, drawings, or specifications related to the Project. Plan notes and details, which are included on the plans that the Firm prepares, are part of the scope of Services in this Contract. The Client is fully responsible for ensuring that the Client's contractors or professionals strictly follow and comply with the Plan notes and details therein. In the event a conflict arises between the Scope of Services described in this Contract and/or the Plan notes and details, the Plan notes and details take precedence with respect to the performance of the work and services described in the Plan. The Firm recommends that the Client obtain and retain legal counsel to provide Client with legal and land use advice and guidance throughout the entirety of the Project. The Client authorizes the Firm to communicate with the Client's attorney, as needed. If, as part of the Firm's Services in this Contract, the Firm will provide testimony and assist in presentations at municipal meetings, note that the Firm cannot and will not provide legal representation or guidance at municipal meetings or at any other time, which must only be provided by Client's retained legal counsel. In the event legal issues are identified and conveyed to the Client, it is the Client's responsibility and/or the Client's legal counsel's responsibility to instruct the Firm as to how the Client will proceed with respect to said legal issue(s).
- 3. PAYMENT TERMS** – The Firm agrees to perform the Services and the Client agrees to pay the Firm for the Services described in the Contract, without regard to the success or time of completion of the Project, but upon the Firm's completion of the Services and invoicing Client for same. The Firm shall generate Invoices for Services and expenses monthly. Payment for Invoices is due immediately upon Client's receipt of an Invoice and, in no event, later than thirty (30) days of mailing of an Invoice (the "Due Date"). If Client fails to pay an Invoice on or before the Due Date, the Firm reserves the right, three (3) days after the Firm delivers written notice to Client of said delinquency, to: 1) immediately cease all Services; and 2) to pursue any and all remedies against Client. Client shall fully indemnify and hold the Firm harmless from and against any and all damages of any nature and kind whatsoever, without limitation, that result in whole or in part, from Firm's cessation of its Services as described herein. Also, if Client fails to respond to Firm's written request regarding the status of a payment that is then due or overdue hereunder, within two (2) business days of the Firm's written request to Client for same, the Firm may, two (2) days after the Firm delivers the above written request to the Client (email delivery is satisfactory)



immediately cease all Professional Services hereunder, without further notice, until the Client responds to the request for payment status and said response is reasonably satisfactory to the Firm. Additionally, if Client fails to meet its payment obligations to the Firm required hereunder, the Firm may, at its discretion, use or apply a Client retainer for any project to satisfy monies the Client owes to the Firm on this Project or any other project.

In the event the Firm commences a legal action or pursues a claim of any kind or any collection effort against Client for an unpaid Invoice(s) or portion of same (collectively "Claim"), the Client agrees that it shall, in addition to owing the Firm for principal and interest in the amount of one percent (1%) per month commencing on the Due Date, also reimburse and be liable to the Firm for all collection costs, including but not limited to, court costs, reasonable attorneys' fees, staff time, administrative time, in-house Counsel time, and any other related expenses in connection with the Firm's pursuit of a Claim (collectively "Collection Fees"). In the event the Firm possesses a Client retainer, the Firm may, at its option, apply monies paid as a retainer to the Firm's Final Invoice or to any Invoice or delinquent Invoice(s), at any time, and Client specifically acknowledges and agrees to the Firm's right to do so. Once the Firm has been paid for all Services and expenses, the Firm shall refund any remaining retainer to the Client, after Client's request. The Firm reserves the right to modify or increase its billing rates and reimbursable expense rates on an annual basis.

Client shall provide the Firm with written notice of any disputed charge(s) on or before the Due Date for an Invoice (the "Dispute Notice"). If Client fails to provide the Dispute Notice, Client agrees that it is specifically waiving all rights to dispute said Invoice and any charges contained therein. If Client delivers the Dispute Notice to the Firm on or before the Invoice's Due Date, Client must pay the invoiced amount to Firm, minus the disputed amount, by the Invoice Due Date. Client shall not withhold amounts not disputed. The Dispute Notice must set forth, in specific detail, all bases and reasons for Client disputing said Invoice. Any bases and reasons that Client fails to include in the Dispute Notice are automatically and permanently waived. The Firm and Client shall attempt, in good faith, to promptly resolve disputed Invoices. If any dispute is subsequently resolved or settled in the Firm's favor, then the Client shall pay the disputed amount previously withheld within ten (10) days of such resolution (or settlement) in Firm's favor, including interest at the rate of one percent (1%) per month commencing on the Due Date for said Invoice through the date the Client pays said Invoice and all Collection Fees. If the dispute is subsequently resolved or settled in Client's favor, the Firm shall issue a credit on Client's subsequent Invoice for the disputed amount resolved or settled in Client's favor.

**4. INDEMNIFICATION – Client and the Firm**

A) THE FIRM TO CLIENT: The Firm hereby agrees to indemnify and hold the Client and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, and employees harmless from, against and for third party: losses, injuries, damages, claims, actions, causes of action, demands, liabilities, judgments, expenses, or the like, including reasonable attorney's fees and reasonable litigation costs (collectively "Damages"), which are directly and proximately caused by the Firm's or the Firm's employees, agents or

subconsultant's negligent error(s) and/or omissions(s) in providing the Scope of Services in accordance with this Contract; provided, however, that the Firm's obligation hereunder shall not exceed the percentage which the Firm is found liable and responsible for said Damages and further shall not exceed the amount of insurance coverage the Firm maintains. The Firm's liability for reasonable and necessary defense costs incurred by indemnified persons or parties shall be limited to the proportionate extent caused by the negligent acts, errors or omissions herein and recoverable under applicable law as a direct and proximate result of the negligence. It is agreed that Firm's liability for any claim for damages, cost of defense, Firm indemnification obligation, Firm hold harmless obligation, or expenses which the Client or any third party may or does assert against the Firm for or as related to any and all design defects, errors, omissions, breach of contract, negligence and/or professional negligence shall be limited to \$50,000 or two times (2X) the total compensation received by the Firm for the specific Proposal or Work Order in question, whichever is greater. Under no circumstances shall the Firm be liable for extra costs, indirect damages, consequential damages or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability described above to \$50,000 or two times (2X) the amount of the Firm's fee for a Proposal or Work Order is a specifically bargained-for provision of this Contract and these Terms and Conditions, reflected in the Firm's fees. After Client's request, the Firm will provide confirmation to the Client of the Firm's insurance coverage regarding professional liability and commercial liability coverage. The Firm's liability for reasonable and necessary defense costs incurred by indemnified persons or parties shall be limited to the proportionate extent caused by the negligent acts, errors or omissions herein and recoverable under applicable law as a direct and proximate result of the negligence.

B) CLIENT TO THE FIRM: Client hereby agrees to indemnify and hold the Firm, and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, servants, employees, consultants, and subconsultants (collectively "The Firm Parties") harmless from, against and for all Damages, deriving out of, for or in any way related to any third party claim or loss of and/or for damage to person(s) (injury or death), and/or to property including, but not limited to, the Project, and/or injuries to or death of or to any and all persons, including injury or death to The Firm Parties or Third Parties, or damage to the Firm's property (the foregoing indemnification language shall collectively be referred to herein as "Indemnification Protection"). The Indemnification Protection includes any injury, death or damage, as more fully described above, which is caused by or results from Client's breach and/or violation of either these Terms and Conditions, the underlying Contract, and/or the Contract Documents, and/or the Client's negligence, action(s) and/or omission(s). Client, as used in this Article IV B, includes the Client's agents, servants, employees, subcontractors, anyone or entity for whom Client is responsible and/or anyone acting by, through, on behalf of, or under the Client.

5. **OWNERSHIP OF DOCUMENTS** – All reports, field data, data, notes, plans, calculations, estimates, drawing documents and other work and items which Firm creates or prepares,



either in electronic format or otherwise (collectively "Firm Materials"), are instruments of service and shall remain the Firm's property. Upon Firm's receipt of payment in full for all Services and expenses related to the Firm's creation of the Firm Materials or as required hereunder, the Firm shall convey to the Client a nonexclusive license to use the Firm Materials for the sole purpose of completing the work for the Project identified in the Contract. Client agrees that it shall immediately return to the Firm, upon Firm's demand, all Firm Materials which the Firm furnishes to the Client or Client's agents, servants, employees, subcontractors, any person or entity for whom Client is responsible and/or anyone acting by, through or under Client (collectively "The Client Parties") which are not fully paid for, and that same will not be used for any purpose other than to complete the Project, other phases of the Project for which Firm prepared the Firm Materials, or any other project, whatsoever. During the time period when Firm is performing the Services, the Firm will retain all pertinent records related to the Services and the Firm Materials. Proprietary information and the Firm's intellectual property including, but not limited to, the Firm's layering process for Plans (collectively "Proprietary Information"), are not included within the phrase Firm Materials and shall, without exception, remain the Firm's property and the Firm shall retain all ownership rights and interests to the Proprietary Information under all circumstances, and without limitation.

The Client agrees not to transfer, send, share, copy, convey or provide the Firm Materials to any individual or entity without the Firm's prior written consent and without executing the Firm's Standard Indemnification and Hold Harmless Agreement in the Firm's favor. The Client further covenants and agrees to waive any and all claims, actions, demands and causes of action, whether legal, equitable or otherwise, of every nature and description, that the Client has, had or may have against the Firm related to or resulting in any way either from the Client's unauthorized changes to (however small) or reuse of the Firm Materials for any other project, any other phase of the current Project, or any purpose by anyone other than the Firm (collectively "Misuse").

The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Firm and The Firm Parties harmless from any and all claims, damages, losses, injuries, injury to property, injury to person, lawsuits, actions, causes of action, third party action(s), and the like and for all costs and expenses, including but not limited to, court costs, reasonable attorneys' fees, collection fees, staff time, administrative time, in-house Counsel time, and any other related expenses (collectively "Claims, Damages and Costs") arising from or in any way related to Client's Misuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, use of the Firm Materials in spite of the Client's failure to meet its payment obligations to the Firm hereunder, or from any reuse of the Firm Materials without the Firm's prior written consent. Client agrees that the Firm shall not be liable for any damage, injury to or death of persons, or damage to property of Client or any other person or entity, from any cause whatsoever, arising from or in any way relating to Client's Misuse or reuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent, which requirement of a writing cannot be waived.

**6. REVOCAION OF CERTIFICATION OR STATEMENTS** – The Firm shall have the right to revoke any certification, statements, professionally sealed documents or plans (the "Firm's Documents") either if the Firm is made aware of the unauthorized or prohibited use of same by the Client, The Client Parties or any others, or based upon Client's failure to pay Invoices by the Due Date. The Client assumes the risk of any and all damages, injuries, claims and/or actions that result from the unauthorized use of the Firm's Documents as described in this Article VI.

**7. CLIENT'S UTILITY AND SUBSURFACE RESPONSIBILITIES OBLIGATIONS** - The location of existing utilities to be shown on plans may be developed from a combination of: the appropriate jurisdiction's "One Call System," existing utility records, plans prepared by others, above ground examinations on site and other materials and information. Accordingly, the completeness or accuracy of the precise physical location and depth of any and all utilities are not within the Scope of Services contained in the Contract. The Owner and Client shall use sufficient quality levels of subsurface utility surveying and engineering to properly determine the existence and position of underground facilities. Should new construction be proposed, the Client is solely and completely responsible, in consultation with Client's other professionals, consultants and contractors, for verifying the physical location and depth of all utilities before the start of any construction. The Firm recommends that the Client engage a subsurface utility engineering company, preferably during the design phase, but no later than the bid phase for the work related to utility installation, to physically locate existing underground utilities when construction is proposed in the vicinity of or anywhere near the existing utilities. If the Client decides not to engage a subsurface utility engineering company, then the Client accepts full and sole responsibility for design, redesign, delays and/or damage from utility conflicts that may or do occur during construction and all costs related to same.

**8. TERMINATION** – Client may terminate the Contract if the Firm fails to substantially perform under the Contract, after five (5) business days' written notice to the Firm and an opportunity for the Firm to cure during that time period. The Client may terminate this Contract for convenience after three (3) business days' written notice to the Firm of said intention. The Firm may terminate the Contract if Client breaches the Contract or these Terms and Conditions. The Firm may terminate the Contract if the Client (a) commits a material breach or material default in the performance or observance of any of its obligations under this Contract, and (b) such breach or default continues for a period of five (5) business days after delivery by the Firm of written notice detailing such breach or default. If the Client's breach or default relates to its payment obligations under Article III, the Firm shall have the right to terminate all contracts and work with the Client subject to the same notice and cure procedures outlined in this Article VIII. The terminating party must provide the other party with three (3) business days' written notice, which Notice describes, in detail, the reasons, to the extent they exist, for the termination. In the event either party terminates the Contract for any reason, Client shall pay the Firm for all Services the Firm has performed and all expenses the Firm has incurred up through and including the termination date. The effective termination date is the third business day after the date the notice of termination is delivered, as described below in Article 16.



9. **ASSIGNMENT** – This document is binding upon the parties, their successors, representatives, employees, agents, servants and assigns. The Client shall not assign or transfer this document or any interest herein or obligation hereunder without the Firm's prior written consent, which consent shall not be unreasonably withheld. The Firm may assign or transfer this document, the attached Contract or any interest herein to any "Affiliate" of the Firm. The Firm may, without the Client's consent, subcontract any portion of the Services hereunder or under the Contract.
10. **NO WAIVER** – The failure of either party to insist, in any one or more instances, on the strict performance of any provisions of the Contract or these Terms and Conditions, or the failure of either party to exercise any right, option or remedy hereby reserved and/or provided under the applicable law, shall **not** be construed as a waiver of any such provision, right, option or remedy, or as a waiver of a subsequent breach. The Firm's consent or approval of any act by the Client requiring the Firm's consent or approval shall not be construed to waive or render unnecessary the requirement for the Firm to consent or approve any subsequent, similar act by Client. No provision of this document shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged with waiver.
11. **NON-SOLICITATION** – Client agrees not to solicit, recruit or hire any employee of the Firm or any of the Firm's affiliated entities both during the term of this Contract and for at least one (1) year after the termination or expiration of this Contract (regardless of the cause of the termination or expiration).
12. **EXERCISE OF REMEDIES** – The parties to this document agree that the Firm's exercise of any one or more of the remedies set forth in these Terms and Conditions shall, at the Firm's option, constitute an exercise of the same remedy or remedies under any contract with Client. The parties agree that the Firm can terminate or suspend work under any contract with Client or entity with common ownership with Client, if Client violates this Contract and/or these Terms and Conditions. Further, either party's exercise of any remedy hereunder or otherwise, shall not preclude that party from exercising other remedies which it is permitted to exercise under the law. The remedial right available to either party regarding the Contract or these Terms and Conditions may be exercised simultaneously, cumulatively, or alternatively as may be necessary or appropriate to enforce such party's rights.
13. **CONSEQUENTIAL DAMAGES AND LIABILITY** – The Firm shall not be liable to the Client for consequential damages under any circumstances including, but not limited to, as a result of the Firm's Termination of the Contract pursuant to Articles 8 and/or 12, hereunder. No principal, officer, owner, shareholder or employee of the Firm shall have personal liability for actions taken in the performance of Services under this Contract.
14. **SEVERABILITY AND TITLES** – The provisions of the Contract and these Terms and Conditions shall be severable, and if any provision of either shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder of these Terms and Conditions or the Contract. The titles given to the Articles in this document are for ease of reference, only, and shall not be relied upon or utilized for any other purpose. Where any language in this Contract and/or these Terms or Conditions conflicts or is inconsistent with the state-specific changes, the state-specific changes shall control.
15. **THIRD PARTIES** – Nothing contained in this document and/or the Contract shall create a contractual relationship with or cause of action in favor of any third party against the Firm, The Firm Parties, or the Client.
16. **NOTICES** – Whenever in this document, or the Contract, written notice or demand is required or permitted, such notice or demand shall be deemed to have been given to, delivered or served upon the party intended to receive the same if such notice is in writing addressed to that party at the address identified in the Contract, and sent or delivered either by (i) Registered or Certified Mail, return receipt requested, postage prepaid; (ii) Federal Express or such other nationally recognized commercial, overnight, receipted delivery service; or (iii) hand delivery. Legal Counsel for any party hereto shall be entitled to give any notice for such party. The date of delivery of any notice provided for herein shall be the date after the date of deposit to the overnight delivery service, or two days after the deposit if sent Certified Mail, return receipt requested, or the date of actual delivery if hand-delivered, unless said date falls on a weekend or legal holiday and then the date of delivery shall be the first non-holiday and non-weekend as outlined above. The person and place to which notice may be given may be changed from time to time by the Client or the Firm, upon written notice to the other, effective five (5) business days after delivery of such notice.
17. **ENTIRE AGREEMENT** – This is a complete agreement. Each party hereto acknowledges its full understanding of, and agreement with this document and, further, the parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements in connection herewith, other than as contained in the Contract, that are not incorporated herein. All previous negotiations and agreements between the parties are merged into this document which, along with the Contract, fully and completely expresses the entire agreement between the parties hereto. The terms of this document may only be modified by a writing, signed by the parties hereto. This document is to be interpreted without regard to any rule of construction as to which party drafted this document.
18. **FORCE MAJEURE** – The Firm shall not be responsible for its performance, delays, damages and the like hereunder and shall be excused from same for any failure or delay in the Firm's performance of its obligations hereunder arising or caused directly or indirectly by forces or events beyond its control including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, catastrophes, acts of God, interruptions, loss or malfunctions of utilities, communications or computer hardware and/or software or any other causes beyond the Firm's control.
19. **VENUE and GOVERNING LAW** – Any claims, actions, controversies, disputes, or the like, must be brought in the Federal or State County Court where the Firm is located, as indicated in the Contract. The parties hereto understand, agree and acknowledge the above constitutes a waiver of a right that the parties might otherwise have to bring a claim, action, etc., in any other venue, jurisdiction or location. This document shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State where the Firm's principal place of business is located, as indicated in the Contract. Any applicable

Village of Freeport Cow Meadow Beach Proposal  
May 2, 2024



statutes of limitations shall begin to run no later than the substantial completion of the Firm's Services.

20. **INSURANCE** - Firm represents and warrants that it now has in full effect and will maintain the following insurances for the duration of this project:

Firm will furnish to the Client certificates of Insurance upon request. Premiums for insurance coverage in excess of these coverage's, when requested by the Client, will be charged to the project and are subject to reimbursement.

- a. Commercial General Liability Insurance covering as insured FIRM and as an additional insured Client with the following limits of liability:

Personal Adv. Injury - \$1,000,000 each occurrence

General Aggregate - \$2,000,000 in the aggregate

Umbrella Liability - \$3,000,000 for each occurrence

- b. Worker's Compensation Insurance securing compensation for the benefit of Firm's employees as required by the Worker's Compensation Law. Premiums for additional insurance coverage required for work on or near the waterfront will be charged to the project and are subject to reimbursement.
- c. Comprehensive Automobile Liability Insurance covering owned, non-owned, and hired vehicles will be provided upon request.
- d. Professional Liability Insurance insuring against negligent acts, errors and omissions by Firm, in an amount of \$3,000,000 per claim..

## EXHIBIT D - STANDARD HOURLY FEE SCHEDULE

Updated as of January 1, 2024

BILLING TITLES AND RATES	
CLASS OF LABOR	BILLING RATE
Sr. Principal Engineer	\$310
Principal	\$285
Sr. Environmental Consultant	\$285
Discipline Director	\$250
Sr. Engineer	\$210
Sr. Transportation Planner	\$210
Project Manager	\$200
Assistant Project Manager	\$180
Project Engineer II	\$170
Project Engineer	\$160
Staff Engineer II	\$135
Staff Engineer	\$125
Sr. Engineering Technologist	\$145
Engineering Technologist	\$120
Sr. CADD Operator	\$145
CADD Operator	\$110
Technician	\$100
Resident Engineer	\$170
Office Engineer	\$120
Chief Inspector	\$145
Sr. Construction Inspector	\$135
Construction Inspector	\$120
Public Relations Representative	\$150
Secretary/Administrative Assistant	\$100
SPECIAL SERVICES	
SERVICE BY PRINCIPAL	BILLING RATE
<b>Expert Testimony</b> – Including court appearances, EBTs, public/other hearings	\$3,500 per day or part thereof, plus expenses
<b>Assignments requiring travel</b>	\$3,500 per day or part thereof, plus expenses; client will pay separately for airfare, mileage, tolls, carfare, taxis, limos, and all other travel expenses, lodging, meals while on trip, gratuities and related expenses
OUT-OF-POCKET EXPENSES	
ITEM	RATE
Mileage	\$0.67 / mile
Scanning	1.00 / SF
Plotting/copying (paper)	0.50 / SF
Original color plots	2.50 / SF
Report/specification printing & binding	\$50 / copy
Extraordinary postage/delivery and other expenses	Cost + 10%
Outside services	Cost + 10%
Permits & Fees	Paid directly by client

**NOTE:** Rates may be increased from time to time, as salaries and costs increase. Hourly rates are charged for travel time, from portal to portal, in addition to mileage and travel expenses.

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

**TO:** Mayor Kennedy  
**FROM:** Pamela Walsh Boening, Village Clerk  
**DATE:** December 4, 2024  
**RE:** VILLAGE ELECTION  
March 18, 2025

The Village Election will be held on Tuesday, March 18, 2025 designating a Mayor, for a term of four (4) years; two (2) Trustees, each for a term of four (4) years; and a Village Justice for a term of four (4) years.

Approval is requested for the Village Clerk to conduct the Village Election and provide various material and personnel to ensure the efficient operation of the election.

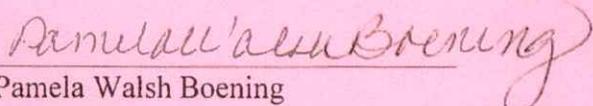
In order for the election to run smoothly, twenty-seven (27) DS200 Electronic Scan Voting machines, thirteen (13) Automark Voting machines (one per polling location) and ballots will be needed for Election Day. Furthermore, it is requested that the Board of Trustees grant authority for the Village Clerk to appoint inspectors, chairpersons, poll coordinators, and translators from the lists provided by Nassau County Board of Elections in accordance with the requirements of Article 15 of the New York State Election law. Poll workers that reside within the Village of Freeport boundaries will be given priority in appointment, however should that list be exhausted authorization is requested to obtain poll workers from outside the Village of Freeport boundaries. Those individuals so appointed shall be deemed appointed by the Board of Trustees.

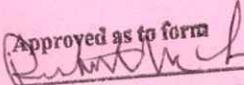
The per diem fee structure provided by Nassau County Board of Elections is as follows: Chairperson is \$290, Poll Coordinator \$250, Inspector is \$240, and Translator is \$210.

It is my recommendation that the Village adopt the same fee schedule.

Funds have been allocated in the following accounts in the 2025/2026 Tentative Budget:

Election – Equipment	A145002 520100	\$ 5,000.00
Election - Printing Stationary:	A145004 540200	\$ 12,000.00
Election – Advertising:	A145004 542300	\$ 1,200.00
Election – Rental of Machines:	A145004 542600	\$ 20,000.00
Election – Schools and Seminars:	A145004 545300	\$ 500.00
Election – Non Employee Salaries	A145004 545700	\$ 80,000.00
Election – Meals	A145004 547100	\$ 300.00
		<u>\$119,000.00</u>

  
Pamela Walsh Boening  
Village Clerk

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village Board of Trustees has previously noticed the Biennial Village Election for March 18, 2025; and

**WHEREAS**, the Village Clerk is charged with conducting the election and providing for the various and necessary materials and personnel to ensure the efficient operation of the election; and

**WHEREAS**, translators, inspectors, poll coordinators, and chairpersons are necessary personnel for the conduct of the election; and

**WHEREAS**, the per diem fee structure provided by Nassau County Board of Elections is as follows:

Chairperson is \$290, Poll Coordinator \$250, Inspector is \$240, and Translator is \$210

**WHEREAS**, funds have been allocated in the following accounts in the 2025/2026 Tentative Budget:

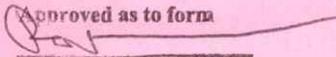
Election – Equipment	A145002 520100	\$ 5,000.00
Election - Printing Stationary:	A145004 540200	\$ 12,000.00
Election – Advertising:	A145004 542300	\$ 1,200.00
Election – Rental of Machines:	A145004 542600	\$ 20,000.00
Election – Schools and Seminars:	A145004 545300	\$ 500.00
Election – Non Employee Salaries	A145004 545700	\$ 80,000.00
Election – Meals	A145004 547100	\$ 300.00
		\$119,000.00

**NOW THEREFORE BE IT RESOLVED**, that the Village Clerk be and hereby is authorized to appoint inspectors of election and translators for the March 18, 2025 election according to §15-116 of the Election Law with a fixed rate of Chairperson \$290, Poll Coordinator \$250, Inspector is \$240, and Translator is \$210 (same rates as Nassau County Board of Elections), per diem, for services rendered and that those individuals so appointed shall be deemed appointed by the Board of Trustees.

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**  
**INTER-OFFICE CORRESPONDENCE**

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To: Mayor Robert T. Kennedy

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

Date: November 26, 2024

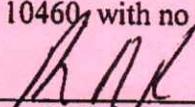
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**Re: FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS,  
REPAIR FITTINGS & INCIDENTALS – (CONTRACT #3 – REPAIR  
COUPLINGS) -- 2024**

At the Village Board of Trustees meeting on February 26, 2024, the referenced requirements contract was awarded to Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460. The Contract was set up as a one-year contract expiring on March 28, 2025, with two optional one-year extensions at no increase in the contract price. Funding is included in the Water Department Operating Budget (WE97004 547710).

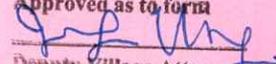
The Department of Public Works has requested the first extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract “**FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS, REPAIR FITTINGS & INCIDENTALS – (CONTRACT #3 – REPAIR COUPLINGS) -- 2024**” be extended for an additional year, from March 1, 2025 until February 28, 2026, to Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460, with no increase in the unit prices.

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

Encl.

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

Approved as to form  
  
\_\_\_\_\_  
Deputy Village Attorney

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

**WHEREAS**, on February 26, 2024, the Board awarded the bid for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024” (Contract #3) to Core & Main LP, 1536 Southern Blvd, Suite 2, Bronx, NY 10460, for a total cost of \$56,364.00 for a term from March 1, 2024 to February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024” (Contract #3) with Core & Main LP from March 1, 2025 to February 28, 2026; and

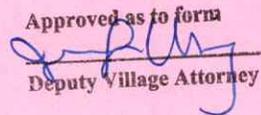
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension, with no increase in the unit prices; and

**WHEREAS**, funding for this purchase will come out of the Water Department Operating Budget (WE97004 547710); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024” (Contract #3) with Core & Main LP, 1536 Southern Blvd, Suite 2, Bronx, NY 10460, for the first one-year extension term from March 1, 2025 to February 28, 2026, in the amount of \$56,364.00, 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: Robert R. Fisenne, Superintendent of Public Works February 29, 2024  
FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, on January 8, 2024, the Board authorized the Village Clerk to publish a Notice to Bidders for the "Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024"; and

**WHEREAS**, thirteen (13) bids were distributed and three (3) bids were received on February 13, 2024 for Contract #3 which provides for the purchase of various size repair couplings for the Water Department; and

**WHEREAS**, Core & Main LP, 1536 Southern Blvd, Suite 2, Bronx, NY 10460 was the low bidder for Contract #3 for a total bid of \$56,364.00; and

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

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the "Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024" (Contract #3) to Core & Main LP, 1536 Southern Blvd, Suite 2, Bronx, NY 10460, for a total cost of \$56,364.00 for a term from March 1, 2024 to February 28, 2025, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

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cc:

VILLAGE OF FREEPORT  
 ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: FURNISHING OF FIRE HYDRANTS, GATE VALVES AND REPAIR  
 COUPLINGS (CONTRACT #3 – REPAIR COUPLINGS)

CONTRACTOR: CORE & MAIN LP

DATE: October 9, 2024

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

ACCEPTED BY: *Paul Weiss* DATE: 11/26/24  
 (CONTRACTOR)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (ENGINEER)

Approved as to form  
*[Signature]*  
 Deputy Village Attorney

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

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To: Mayor Robert T. Kennedy

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

Date: December 2, 2024

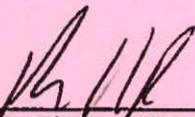
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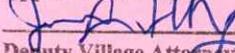
**Re: 2023 FURNISHING OF LIQUID CAUSTIC SODA**

At the Village Board of Trustees meeting on March 13, 2023, the referenced requirements contract was awarded to UNIVAR USA Inc., 200 Dean Sievers Place, Morrisville, PA 19076 for \$306,757.50. The Contract was set up as a one-year contract expiring on February 29, 2024 with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on October 16, 2023, the contract was extended for the first one-year extension term, from March 1, 2025 until February 28, 2026. Fiscal Year to date, we have spent a total of \$187,888.75 under this contract. Funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541110).

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

Accordingly, we are recommending that the contract "2023 FURNISHING OF LIQUID CAUSTIC SODA" be extended for an additional year, from March 1, 2025 until February 28, 2026, to UNIVAR USA Inc., 200 Dean Sievers Place, Morrisville, PA 19076, with no increase in the unit prices

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

Approved as to form  
  
Deputy Village Attorney

Encl.

c.

P. Lester, Secretary to the Mayor  
P. Boening, Village Clerk  
T. D'Orta, Purchasing Agent  
M. Quinton, Supt. of Water

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

**WHEREAS**, on March 13, 2023, the Board awarded the bid for the 2023 Furnishing of Liquid Caustic Soda to Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50, for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, on October 16, 2023, the Board approved the first one-year contract extension for the 2023 Furnishing of Liquid Caustic Soda with Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, from March 1, 2024 to February 28, 2025, with no increase in the unit prices; and

**WHEREAS**, to date, the Department has spent \$187,888.75 under this contract; and

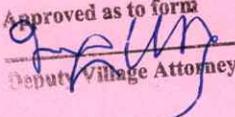
**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the second and final one-year extension of the 2023 Furnishing of Liquid Caustic Soda Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50, with no increase in the unit prices, for a term from March 1, 2025 to February 28, 2026; and

**WHEREAS**, funding for this purchase will come out of the Water Department Operating Budget (WE96004 541110); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to the second and final one-year contract extension for the 2023 Furnishing of Liquid Caustic Soda with Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50, with no increase in the unit prices, for a term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2023 FURNISHING ON LIQUID CAUSTIC SODA

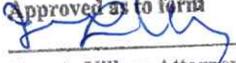
CONTRACTOR: Univar USA Inc.

DATE: October 9, 2024

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2025 to February 28, 2026	0.00%	0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE		0.00%	0.0%

ACCEPTED BY: Univar Solutions USA LLC *Victoria Meakim* DATE: 12/02/2024  
Victoria Meakim, Municipal Specialist (CONTRACTOR)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(ENGINEER)

*Approved as to form*  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works March 16, 2023  
FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, on December 19, 2022, the Board authorized the Village Clerk to advertise a Notice to Bidders for the 2023 Furnishing of Liquid Caustic Soda; and

**WHEREAS**, nine (9) bids were distributed and five (5) bids were received for the January 10, 2023 bid opening for the referenced purchase contract; and

**WHEREAS**, the bids range from a high bid of \$499,734.10 to a low bid of \$306,757.50, and the Village has reviewed and checked all bids in good order; and

**WHEREAS**, the lowest responsible bidder was submitted by Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50; and

**WHEREAS**, the contract will be for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, funding for this purchase will come out of the Water Department operating budget (WE96004 541110); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the 2023 Furnishing of Liquid Caustic Soda to Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50, for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

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

**DIRECTIVE**

TO: Robert F. Fisenne, Superintendent of Public Works                      October 18, 2023  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 16, 2023:

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

**WHEREAS**, on March 13, 2023, the Board awarded the bid for the 2023 Furnishing of Liquid Caustic Soda to Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, in the amount of \$306,757.50, for a term retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the 2023 Furnishing of Liquid Caustic Soda contract from March 1, 2024 to February 28, 2025; and

**WHEREAS**, to date, the Department has spent \$192,400.48 under this contract; and

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

**WHEREAS**, funding for this purchase will come out of the Water Department Operating Budget (WE96004 541110); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to the first one-year contract extension for the 2023 Furnishing of Liquid Caustic Soda with Univar USA Inc., 200 Dean Sievers Place, Morrisville, PA 19067, from March 1, 2024 to February 28, 2025, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

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cc:

X Auditor

X Electric Utilities

X Registrar

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

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To: Mayor Robert T. Kennedy

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

Date: November 26, 2024

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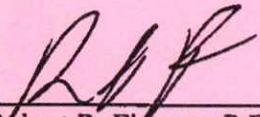
**Re: 2023 ANNUAL WATER QUALITY TESTING SERVICES**

At the Village Board of Trustees meeting on February 6, 2023, the referenced annual requirements contract was awarded to Pace Analytical, 575 Broadhollow Road, Melville, N.Y. for \$105,180.00. This contract provides for water quality testing for the Village of Freeport drinking water. The water is tested for bacteriological contaminants, organic compounds, inorganic compounds, pesticides, lead, copper, nitrates, and other contaminants. This testing is mandated by Nassau County Department of Health and must be performed by a qualified testing laboratory.

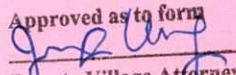
The contract was set up expire on February 29, 2024, with an option for two one-year extensions at no increase in the contract prices. The first extension was approved at the Village Board of Trustees meeting on October 30, 2023. Fiscal year to date, we have spent \$23,672.00 under this contract. Funding for this purchase will come out of the Water Department operating budget for Lab Analysis (WE95004 549810).

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

Accordingly, we are recommending that the contract "2023 ANNUAL WATER QUALITY TESTING SERVICES" be extended from March 1, 2025 until February 28, 2026 to Pace Analytical Services, Inc., 575 Broadhollow Road, Melville, N.Y. 11747, with no increase in the unit prices.

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

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 \_\_\_\_\_, who moved that the following resolution be adopted, to wit:

**WHEREAS**, on February 6, 2023, the Board awarded the 2023 Annual Water Quality Testing Services to Pace Analytical, 575 Broadhollow Road, Melville, NY 11747, in the amount of \$105,180.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, on October 30, 2023, the Board extended the contract for the “2023 Annual Water Quality Testing Services” with Pace Analytical, 575 Broadhollow Road, Melville, NY 11747, for the first one-year extension term beginning on March 1, 2024 and ending February 28, 2025, with no increase in the unit prices; and

**WHEREAS**, fiscal year to date, we have spent \$23,672.00 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the second and final one-year extension of the 2023 Annual Water Quality Testing Services contract with Pace Analytical from March 1, 2025 to February 28, 2026; and

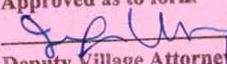
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension, with no increase in the unit prices; and

**WHEREAS**, funding for this purchase will come out of the Water Department operating budget for Lab Analysis (WE95004 549810); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the “2023 Annual Water Quality Testing Services” with Pace Analytical, 575 Broadhollow Road, Melville, NY 11747, for the second and final one-year extension term beginning on March 1, 2025 and ending February 28, 2026, in the amount of \$105,180.00, 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

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2023 ANNUAL WATER QUALITY TESTING SERVICES

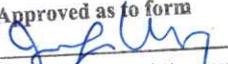
CONTRACTOR: Pace Analytical

DATE: October 9, 2024

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

ACCEPTED BY:  DATE: 11/15/24  
MICHAEL MILLER, GENERAL MANAGER  
(CONTRACTOR)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(ENGINEER)

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

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

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

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

**WHEREAS**, on November 28, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the "2023 Annual Water Quality Testing Services"; and

**WHEREAS**, fifteen (15) bids were picked up and two (2) bids were received for the December 20, 2022 bid opening for the referenced requirements contract; and

**WHEREAS**, the bids range from a high bid of \$166,500.00 to a low bid of \$105,180.00, and the Village has reviewed and checked all bids and find them in good order; and

**WHEREAS**, the lowest responsible bidder was submitted by Pace Analytical, 575 Broadhollow Road, Melville, N.Y. 11747, in the amount of \$105,180.00; and

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

**WHEREAS**, funding for this service is included in the Water Department Operating Budget (WE95004 549810); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Annual Water Quality Testing Services to Pace Analytical, 575 Broadhollow Road, Melville, N.Y. 11747, in the amount of \$105,180.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works November 1, 2023

FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, on February 6, 2023, the Board awarded the 2023 Annual Water Quality Testing Services to Pace Analytical, 575 Broadhollow Road, Melville, NY 11747, in the amount of \$105,180.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, fiscal year to date, the Village has spent \$31,134.00 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the 2023 Annual Water Quality Testing Services contract with Pace Analytical from March 1, 2024 to February 28, 2025; and

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

**WHEREAS**, funding for this purchase will come out of the Water Department operating budget for Lab Analysis (WE95004 549810); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract for the "2023 Annual Water Quality Testing Services" with Pace Analytical, 575 Broadhollow Road, Melville, NY 11747, 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

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cc:

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**December 16, 2024**

**COMMENTS PERMITTED ON AGENDA ITEMS**