

gear, from March 1, 2025 through February 28, 2026, not to exceed \$19,000, with no increase in pricing.

- e) Request approval to renew the contract with South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York for the repair and maintenance of Fire Department equipment, from March 1, 2025 through February 28, 2026, not to exceed \$25,000, with no increase.

4. POLICE DEPARTMENT – Michael J. Smith

- a) Request approval to renew the software support and maintenance agreement for the Impact Records Management System with Central Square Technologies, 4509 West 58th St, Sioux Falls, South Dakota, 57108, from March 1, 2025 through February 28, 2026, in the amount of \$60,075.32, an increase of \$2,542.38.
- b) Request approval to renew the maintenance and support agreement with Idemia Identity and Security USA LLC for the LiveScan Fingerprinting System, 14 Columbia Circle Drive, Suite 102, Albany, New York 12203, from March 1, 2025 through February 28, 2026, in the amount of \$2,591, a decrease of \$221.
- c) Request approval to renew the maintenance contract for the Eventide telephone and radio recording system with Interaction Insight Corporation, 125 Half Mile Road, Suite 200, Red Bank, New Jersey 07701, from March 1, 2025 through February 28, 2026, in the amount of \$2,543, an increase of \$74.
- d) Request approval to renew the Datto Business Continuity Services with SourcePass, 515 Broadhollow Road, Suite 1400, Melville, New York 11747, from March 1, 2025 through February 28, 2026, in the amount of \$10,200, an increase of \$210.
- e) Request approval to renew the maintenance and support of network servers and related equipment with SourcePass, 515 Broadhollow Road, Suite 1400, Melville, New York 11747, from March 1, 2025 through February 28, 2026, in the amount of \$45,000.00, a decrease of \$2,265.

5. PUBLIC WORKS – Robert R. Fisenne

- a) Request approval to enter into a design contract with Zambrano Architectural Design, LLC, 410 Atlantic Avenue, Freeport, New York 11520, for the construction of an addition to Police Headquarters for Use as a Police Emergency Operation Center, in the amount of \$133,000., partially reimbursed through the Homeland Security Grant.
- b) Request authorization to increase the Sanitation User Fees mandated, as per contractual agreement, for curbside collection and disposal as follows:

<u>Residential</u>	<u>Current Rate</u>	<u>New Rate</u>
Single family Residence	\$536.00 per year	\$565.00 per year
Two Family Residence	\$1,054.00 per year	\$1,112.00 per year
Three Family Residence	\$1,572.00 per year	\$1,659.00 per year

Four Family Residence	\$2,090.00 per year	\$2,206.00 per year
Per unit cost		
for over Four Family Residence	\$518.00 per year	\$565.00 per year
<u>Commercial</u>	<u>Current Rate</u>	<u>New Rate</u>
Single business (MSW pick up two times a week)	\$536.00 per year	\$565.00 per year
Single business (exceeding max. allowance x 2)	\$1,006.00 per year	\$1,112.00 per year
Single business (exceeding max. allowance x 3)	\$1,572.00 per year	\$1,659.00 per year
Single business (exceeding max. allowance x 4)	\$2,090.00 per year	\$2,206.00 per year
Single business (MSW pick up four times a week)	\$1,054.00 per year	\$1,112.00 per year
Collection of Corrugated Cardboard	\$250.00 per year	\$275.00 per year

6. VILLAGE ATTORNEY – Howard E. Colton

a) Request to amend the vehicle and traffic as follows:

Sec. 41. Parking prohibited at all times unless otherwise designated.

REMOVE:

Brookside Avenue, South, west side, beginning at the northerly curblin of the north driveway entrance to Freeport High School and continuing for a distance of 95 feet in a northerly direction, from 6:00 a.m. to 4:00 p.m.

Brookside Avenue, South, west side, from Sunrise Highway to West Merrick Road.

Sec. 36. Commuter Parking: Areas designated, tag required.

ADD:

Brookside Avenue, south, west side, beginning at a point 60 feet north of the northerly curb line of West Merrick Road and continuing north for a distance of 645 feet.

to revert to the aforementioned restrictions of Sec. 41. Parking prohibited at all times unless otherwise designated, on July 1, 2025.

b) Request retroactive approval of the License Agreement with Heritage Jaguar, 146 West Sunrise Highway, Freeport, New York 11520 for property located at 9 N. Long Beach Avenue, Freeport, New York 11520, in the amount of \$17,156 per month for 35,132 sq. feet, effective February 1, 2025.

c) Request retroactive approval of the License Agreement with Valley Stream Foreign Cars Inc., d/b/a Honda of Valley Stream, 164 East Sunrise Highway, Freeport, New

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

York 11520, in the amount of \$7,618 per month for 15,236 sq. feet, effective February 1, 2025.

7. VILLAGE COMPTROLLER – Alvin McDaniel

- a) Request approval for the Village Comptroller’s Office to execute the following transfer to the 2024/2025 fiscal year operating budget:

FROM:

A801004 542300 Zoning/Advertising	\$1,200
A802004 542300 Planning/Advertising	\$1,200
A141002 520100 Clerk/Equipment	\$ 600

TO:

A141004 542300 Clerk/Advertising	\$3,000
----------------------------------	---------

8. WATER & SEWER – Robert R. Fisenne

- a) Request approval of the emergency sewer main repair on Merrick Road by Doodyman to the Rescue, Inc., 593 Hempstead Tpke, Elmont, New York 11003, in the amount of \$55,110.10.

COMMENTS PERMITTED ON AGENDA ITEMS

5:30 PUBLIC HEARING

To consider applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, NY as a Landmark, the Pillar located at 171 Prince Avenue, Freeport, NY, as a Landmark, and the Pillar located at 172 Prince Avenue, Freeport, NY, as a Landmark.

**INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
VILLAGE MAYOR'S OFFICE**

To: Board of Trustees

From: Mayor Robert Kennedy

Date: January 28, 2025

Re: Appointment – Douglas Dye

This memo will serve to advise all concerned of the appointment of Douglas Dye, 190 Evans Avenue, Freeport, as a member of the Landmarks Preservation Commission, said term to expire April 4, 2028.

Thank you,



_____/pl
Robert T. Kennedy
Mayor

pl

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 30, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Request to Advertise
Bid #25-03-ELEC-734
75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1

Attached please find specifications for 75,000 gallons, more or less, Ultra Low Sulfur Diesel (ULSD). This oil will be used for the generating units at Power Plant 1. The specifications cover a two-year term with the right to extend the contract up to one additional year. The termination of the contract may be further extended up to two months beyond the termination date.

I request authorization to advertise a Notice to Bidders on February 13, 2025, in the Freeport Herald and other relevant publications. Specifications would be available from February 18, 2025, to February 28, 2025. The bids would have a returnable date of March 4, 2025. Attached is a copy of the Notice to Bidders for your review. The cost of the oil will be charged to Account #E7141001 510000 (Oil). There are sufficient funds available for this expense.

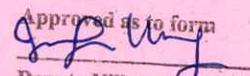


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Electric Department is requesting Board to authorize the Village Clerk to advertise a Notice to Bidders, for the “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, Bid #25-03-ELEC-734; and

WHEREAS, the specifications cover a two-year term with the right to extend the contract up to one (1) additional year; and

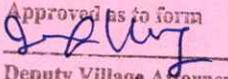
WHEREAS, the termination of the contract may be further extended up to two (2) months beyond the termination date; and

WHEREAS, the cost of the oil will be charged to Account #E7141001 510000 (Oil) and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders, for the “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, Bid #25-03-ELEC-734, in the Freeport Herald and other relevant publications of general circulation on February 13, 2025, with specifications available from February 18, 2025, to February 28, 2025, with a return date of March 4, 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

**75,000 GALLONS, MORE OR LESS,
ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for “75,000 GALLONS, MORE OR LESS, ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1” until 11:00 A.M. on Tuesday, March 4, 2025, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Purchasing Department, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from 9:00 A.M. on Tuesday, February 18, 2025, until 4:00 P.M. on Friday, February 28, 2025.

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 – February 13, 2025

VILLAGE OF FREEPORT

Nassau County, New York



**CONTRACT AND SPECIFICATIONS
FOR
75,000 GALLONS, MORE OR LESS,
ULTRA LOW SULFUR DIESEL – POWER PLANT 1**

BID #25-03-ELEC-734

**MAYOR
ROBERT T. KENNEDY**

TRUSTEES

**JORGE A. MARTINEZ RONALD J. ELLERBE
EVETTE SANCHEZ CHRISTOPHER SQUERI**

**PAMELA WALSH BOENING, VILLAGE CLERK
HOWARD COLTON, VILLAGE ATTORNEY
ISMAELA HERNANDEZ, TREASURER**



Eric Rosmarin, Superintendent
Inc. Village of Freeport

TABLE OF CONTENTS

75,000 GALLONS, MORE OR LESS, ULTRA LOW SULFUR DIESEL – POWER PLANT 1

NOTICE TO BIDDERS	3
NON-COLLUSIVE BIDDING CERTIFICATIONS	4
WAIVER OF IMMUNITY	4
STATEMENT OF EQUALITY	4
INSTRUCTIONS FOR BIDDERS	5 - 8
DETAILED SPECIFICATIONS	9 - 13
PROPOSAL	14 - 20
APPENDIX A – EXCEPTIONS	21
APPENDIX B – PREVAILING WAGES	22

NOTICE TO BIDDERS

**75,000 GALLONS, MORE OR LESS,
ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for “75,000 GALLONS, MORE OR LESS, ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1” until 11:00 A.M. on Tuesday, March 4, 2025, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Purchasing Department, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from 9:00 A.M. on Tuesday, February 18, 2025, until 4:00 P.M. on Friday, February 28, 2025.

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 – February 13, 2025

NON-COLLUSIVE BIDDING CERTIFICATION

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

- (1) The prices in this bid have been arrived at independently without collusion,
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (4) That all requirements of law including mandatory provisions as to non-collusive bidding have been complied with.

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

Reference to trade names, manufacturer's names, minute details and/or methods of manufacture including material specifications, and/or model numbers in the specifications affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long time operational economics, and/or spare parts stock and/or procurement shall not preclude the products of any and/or all manufacturers from being given due consideration in respect to the award of contract.

INSTRUCTIONS TO BIDDERS

1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Electric Department Project:
“75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”

2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be seen and obtained at the Purchasing Department from **9:00 A.M. on Tuesday, February 18, 2025, until 4:00 P.M. on Friday, February 28, 2025.**

All Vendors must leave their names, telephone number, fax number and correct mailing addresses upon receipt of the plans and specifications.

3. FEE FOR BID DOCUMENTS

No deposit and/or fee is required for a set of bid documents and/or specifications under this contract.

4. FORM

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as one of the bid documents and shall be submitted in a sealed envelope clearly marked “75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1”, together with the name of the bidder.

The proposal shall include a sum to cover the cost of all items included in the bid documents and shall be identified by the name of the person, firm or corporation submitting the proposal including the authorized signature thereto.

5. DELIVERY OF PROPOSALS

This entire specification and proposal form must be returned in a SEALED envelope. Proposals shall be delivered by the time and place stipulated in the Advertisement and Notice to Bidders. Bid proposals shall be addressed to:

Taylor D’Orta, Buyer
Purchasing Department
Inc. Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

Each bid must be headed by the name of the bidder and the address of his principal office or

principal place of business. Bids containing only a post office box as a mailing address will be deemed inadequate and may, at the discretion of the Purchaser, be rejected. In the case a bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation.

6. TAXES

Do not include Federal, State and other taxes in bid price. The Village of Freeport is exempt from payment of sales tax pursuant to Sec. 1116(a) (1) of the Tax Laws of the State of New York.

The successful bidder shall take necessary steps to eliminate the sales tax on purchases to be used under this contract and any projected sales tax expense shall not be included in the bid submitted. If for any reason the successful bidder is legally unable to secure a sales tax exemption, upon proof of payment, the disbursement of the successful bidder will be added to the contract price and will be reimbursed with the final payment.

7. BID SECURITY

Not required.

8. QUALIFICATIONS OF BIDDERS

- a) The Village reserves the right to reject any and all bids which do not conform to the proposals, or upon which the bidders do not comply with requirements of the Village as to their qualifications.
- b) All bidders must prove to the satisfaction of the Village that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to successfully deliver the proposed materials, and that they have completed successfully similar contracts to an extent which, in the opinion of the Village, will qualify them as a reputable firm.
- c) The Village shall be the sole judge on the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, materialmen or employees is not satisfactory to the Village, or if the evidence submitted by or the investigation of such bidders fails to satisfy the Village that he is properly qualified to carry out the obligations of the contract and to complete the contract contemplated therein.

9. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Superintendent

of Electric Utilities a written request for an interpretation thereof. The Superintendent of Electric Utilities shall furnish the prospective bidder with a written response directly, prior to the deadline for submitting the bid. The making of any necessary inquiry will be the bidder's responsibility. Oral answers will not be binding on the Purchaser. Contact the Superintendent of Electric Utilities at (516) 377-2220 with any questions.

10. ADDENDUM

Any addendum issued during the time of bidding, or forming a part of the bid documents for preparation of proposals, shall be covered in the proposal, and shall be made a part of the proposal. Receipt of each addendum shall be acknowledged in the proposal by entering the title, date and signature of person signing the proposal.

11. MODIFICATIONS

Proposals shall not contain any recapitulation of the work to be done. Modifications, exceptions or oral proposals will not be considered, unless covered in an approved written addendum executed by the Superintendent of Electric Utilities and acknowledged by the Purchasing Dept.

12. CORRECTIONS

Erasures or other corrections in the bid proposal must be initialed by the person signing the bid proposal.

13. WITHDRAWAL

Pursuant to §105 of the General Municipal Law of the State of New York, a bidder may withdraw his bid at any time prior to the scheduled time for the opening of the bids. However, once the bids have been opened, no bidder may withdraw his bid for a period of forty-five (45) days from the date of opening of the bids.

14. SUBLETTING OR ASSIGNING THE CONTRACT

Pursuant to §109 of the General Municipal Law of the State of New York, no contractor to whom any contract shall be let, granted or awarded, as required by law, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the prior written consent of the Incorporated Village of Freeport.

15. MULTIPLE PROPOSALS

No person, firm or corporation shall be allowed to make more than one proposal for the same work. A person, firm or corporation who has submitted a proposal to a bidder, or who has

quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

16. AGREEMENT

The bidder to whom a contract may be awarded shall attend at the office of the Superintendent of Electric Utilities, within ten (10) days, Sunday excepted after date of notification of the acceptance of his proposal, and there sign the contract in quadruplicate for the work.

In case of failure to do so, the bidder shall be considered as having abandoned the bid, and the check accompanying the proposal shall be forfeited to the Village.

17. GUARANTEE

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the materials during delivery and before acceptance; and also whereby the Contractor shall make good any defects within twelve (12) months after its acceptance and prior to being put in use. Any progress payments made by the Village shall not be a waiver of the foregoing provision.

18. RIGHT TO REJECT BIDS

The Village reserves the right to reject any and all bids and to waive any informality in the bids received, and to accept the bid most favorable to the interest of the owner, after all bids have been examined and checked.

19. EXECUTION

If the Contract is not executed by the Village within forty-five (45) days after the receipt of bids, the obligation of the bidder under this proposal may terminate at his option and he shall thereupon be entitled to a refund of his certified check or release of his bid bond furnished by him as security with his proposal.

20. DELIVERY

Prices must include all applicable warranties. Deliver to: Power Plant No. 1, 220 West Sunrise Highway, Freeport, NY 11520.

21. STATE OF NEW YORK PREVAILING WAGES

Attached in the Appendix is the current schedule of the prevailing wage rates and prevailing hourly supplements for fuel delivery.

DETAILED SPECIFICATIONS

SPECIFICATION
FOR
75,000 GALLONS, MORE OR LESS,
ULTRA LOW SULFUR DIESEL (ULSD) – POWER PLANT 1
2025 - 2027

INC. VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
(Freeport Electric)

SPECIFICATIONS
ULTRA LOW SULFUR DIESEL (ULSD) - POWER PLANT 1

IMPORTANT: PRICE MUST BE INSERTED WITH TYPEWRITER
OR INK. BID MUST BE SIGNED IN INK.

PERIOD COVERED:

Terms and duration of this contract will be from March 1, 2025 through February 28, 2027. The Village reserves the right to extend the contract up to an additional year. However, the termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject upon the mutual consent of both parties.

1.1 The following specifications cover terms and conditions for the supply of Ultra Low Sulfur Diesel (ULSD) with physical and chemical properties listed below:

<u>PROPERTY</u> <u>METHOD</u>	<u>SPECIFICATION</u>	<u>ASTM TEST</u>
Gravity, API	30.0 Min	D287/D1298
Flash Point, F	135 Min	D93
Pour Point, F (Sept-Mar) (Apr-Aug)	0 Max +10 Max	D97
Viscosity, CS at 100F	0.5 Min 4.0 Max	D445
Cloud Point, F (Sept-Mar) (Apr-Aug)	+15 Max +20 Max	D2500
Distillation, F IBP 90% End	400 Max 650 Max 700 Max	D86
Corrosion, Copper Strip	No. 1(A or B)	D130
Cetane Index	40 Min	D976/D4737
Hydrogen, %	12.5 Min	D1018
Ash Content, % by weight	.01 Max	D482
Carbon Residue, %	0.2 Max	D524
Sulfur, % by weight	0.0015 Max	D4294/D5453

<u>PROPERTY METHOD</u>	<u>SPECIFICATION</u>	<u>ASTM TEST</u>
Metals, by weight PPM Sodium	0.6 Max	D3605
Vanadium	0.5 Max	
Lead	0.5 Max	
Water & Sediment, % by weight	0.1 Max	D1796
Heating Value	As Reported	D240
Stability, mg/100 ml	1.5 Max	D2274
Lubricity, HFRR @ 60°C	520 Max	D6079

If the oil delivered does not meet the above specifications, the purchaser reserves the right to terminate this contract at any time.

1.2 ESTIMATED QUANTITIES:

The estimated quantities covered by this bid is for seventy five thousand (75,000) gallons and is merely estimated quantities based upon experience and is given for information purposes only. The Village will not be compelled to order the total estimated amount. Contracts, however, shall be for the quantities actually ordered by the Municipal Electric Utility during the period specified.

This oil is for use in the Village of Freeport Municipal Generating Stations and the major consumption (approximately 80% of volume) is during the months of June, July and August where a maximum is caused by the Summer peaking requirements of the Utility.

1.3 DELIVERY:

Delivery of initial shipment shall be delivered within 24 hours, as scheduled by Freeport's senior Power Plant Operator, in quantities stipulated. Vendor must be capable of delivering at least 24,000 gallons each scheduled day until delivery is complete. All deliveries shall be by tank truck Monday through Friday between the hours of 7:00 A.M. and 3:00 P.M. Vendor shall deliver oil with vehicles wholly owned and operated by vendor and not by subcontractor. The vendor will be fully responsible for any oil leakage or spillage during transportation and on site, including the point of the fuel tank fuel line at the Power Plant.

1.4 TESTING:

1.4.1 The supplier shall provide an oil test report for all deliveries in this category. An oil sample shall be drawn within twenty-four (24) hours from the same storage tank

that the delivery truck is filled from and shall show test results for all items identified in the specifications.

1.4.2 The Village will draw samples and test oil deliveries.

1.5 PRICE:

The bid price figures submitted shall be on a per gallon basis, temperature corrected to 60°F., delivered to Village of Freeport Power Plant No. 1, 220 West Sunrise Highway, Freeport, NY. Escalation or decrease in oil cost relative to base price shall be based on Argus ULSD Average (NYHB) New York Harbor Barge.

1.6 INSURANCE:

The successful contractor shall within thirty (30) days after award of contract furnish and maintain the following:

- (a) Workers' Compensation & N.Y.S. Disability Benefits coverage in the amounts required by statute.
- (b) Comprehensive General Liability Insurance (Broad Form), with the Inc. Village of Freeport named as additional insured for the entire policy period. Required Minimum Limits: \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 aggregate. This coverage must include premises and operation, and products and completed operations.
- (c) Contractual Liability coverage with *Hold Harmless* agreement.
- (d) Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.
- (e) All policies and certificates must provide that thirty (30) days prior notice will be given to the Village by registered mail for any cancellation or modification of the insurance.
- (f) Insurance companies providing the required insurance policies must be New York State admitted carriers, have a policy holder's rating of *A* or better and a financial rating of at least *10* or better according to the current Best Insurance Rating Guide.

1.7 TERMS:

Terms and duration of this contract will be from March 1, 2025 through February 28, 2027. The Village reserves the right to extend the contract up to one (1) additional year. However, the

termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject upon the mutual consent of both parties.

1.8 CONDITIONS:

Failure to comply with the foregoing conditions shall be grounds by the Village to rescind the award and to terminate the Contract.

1.9 PAYMENT:

Monthly payment shall be made within fifteen (15) days after receipt of invoice with attached copies of delivery slips for product delivered in previous month. All correspondence regarding payment shall be forwarded to Village of Freeport Purchasing Department, Freeport Electric, 46 North Ocean Avenue, Freeport, NY 11520.

1.10 EXCEPTIONS:

Exceptions to the specification must be in writing and itemized in Appendix A. All exceptions will be reviewed and acceptability determined by FE during evaluation.

**75,000 Gallons, More or Less,
Ultra Low Sulfur Diesel (ULSD) – Power Plant 1**

DATE: _____

NAME: _____

ADDRESS: _____

To: The Board of Trustees
Village of Freeport
Municipal Building
Freeport, New York 11520

The undersigned declares that (he, they) (is, are) the only (person, persons) interested in the proposal and that (his, their) bid is made in good faith and without collusion or connection with any other person bidding for the same work. The undersigned further represents that (he, they) (is, are) complying with all requirements of New York State Law, including but not limited to those sections of the law regulating non-collusive bidding.

The undersigned also declares that (he, they) (has, have) carefully examined and fully (understands, understand) the Information for Bidders, the Form of Contract, Specifications, and the Form of Proposal and that (he, they) hereby (proposes, propose) to furnish all labor, machinery, tools, materials and incidentals necessary to deliver specified items to the Village of Freeport, New York in accordance with prices named in this Proposal at (his, their) own proper cost and expense and in a first-class manner and in accordance with the specifications and the foregoing "Instruction for Bidders", all of which are a part of the Contract to such an extent as they relate to or govern the obligations herein proposed to be assumed and in accordance with the directions or instructions by the Superintendent acting for the Village of Freeport.

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NOTES:

- 1) The Village of Freeport reserves the right to include or delete any items from the Contract or adjust the estimated quantity amount accordingly.
- 2) The low bidder will be determined from the "**TOTAL**" Price of the item(s) chosen by the Village of Freeport. Award of the contract will be made based upon the lowest total estimated contract price.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.

In case of discrepancy between the Unit Price and the Grand Total Amount on the proposal sheet, the Unit Price shall prevail.

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NON-COLLUSIVE BIDDING CERTIFICATION

1. a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - ii. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - iii. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made where (a) i and ii and iii above have not been complied with; provided, however, that if the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish therefore. Where (a) i and ii and iii above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

PROPOSAL - CONT'D

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BIDDER:

BIDDER'S ADDRESS:

BIDDER'S F.E.I.N.:

BIDDER'S TELEPHONE (DAY):

(NIGHT - EMERGENCY):

FAX NUMBER:

SIGNED BY:

TITLE:

DATE:

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAME & TITLE	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

NAME OF BIDDER:

BUSINESS ADDRESS OF BIDDER:

DATED: THE _____ DAY OF _____, _____

REFERENCES

Bidder is to provide three (3) references that are currently using the specific product proposed to be furnished.

1)

Name: _____

Company: _____

Address: _____

Phone: _____

2)

Name: _____

Company: _____

Address: _____

Phone: _____

3)

Name: _____

Company: _____

Address: _____

Phone: _____

BID PROPOSAL

75,000 Gallons, More or Less, Ultra Low Sulfur Diesel (ULSD) – Power Plant 1,
as per specifications or equal

Name of Bidder: _____

Address: _____

City & State: _____

Telephone No.: _____

Fax No.: _____

Email: _____

To furnish the oil as specified, the price to be:

(A) Argus ULSD Average (NYHB) New York Harbor Barge: _____

Date of Posting: February 21, 2025

Base Price = (Low & High) = _____ cents/Gallon

(B) Increase or Decrease Cost Per Gallon

Delivered to Freeport: Plus _____ cents/Gallon

If this does not apply write Minus _____ cents/Gallon

None in the space provided Total _____ cents/Gallon

(Write Total Amount In Words)

(Print Name)

(Title)

(Telephone No.)

(Signature of Bidder)

(Title)

(Date)

Note:

Proposals shall be made on the proper forms provided for that purpose and complete documents shall be submitted. Bids submitted in any other form or under conditions other than specified may be rejected.

PLEASE NOTIFY US IMMEDIATELY IF YOU CANNOT BID THIS ITEM.

APPENDIX B – PREVAILING WAGES



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Freeport
Donna Barr
220 W Sunrise Hwy
Freeport NY 11520

Schedule Year 2024 through 2025
Date Requested 01/29/2025
PRC# 2025900114

Location Power Plant 1
Project ID# 25-03-ELEC-734
Occupation Type(s) Fuel Delivery

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2024 through June 2025. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureaus "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureaus PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg, Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.ny.gov.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Freeport
Donna Barr
220 W Sunrise Hwy
Freeport NY 11520

Schedule Year 2024 through 2025
Date Requested 01/29/2025
PRC# 2025900114

Location Power Plant 1
Project ID# 25-03-ELEC-734
Occupation Type(s) Fuel Delivery

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____	/ /	_____
Approximate Completion Date: _____	/ /	_____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); if a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Nassau County Article 9

Fuel Delivery

01/01/2025

JOB DESCRIPTION Fuel Delivery

DISTRICT 10

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per hour: 07/01/2024

\$ 32.45

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour: \$ 2.44

OVERTIME PAY

See (B, B3) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) Contracting Agency Architect or Engineering Firm Public Work District Office Date: _____

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

<p>1. Name and complete address <input type="checkbox"/> (Check if new or change)</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>2. NY State Units (see Item 5).</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> 01 DOT</td> <td><input type="checkbox"/> 07 City</td> </tr> <tr> <td><input type="checkbox"/> 02 OGS</td> <td><input type="checkbox"/> 08 Local School District</td> </tr> <tr> <td><input type="checkbox"/> 03 Dormitory Authority</td> <td><input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District</td> </tr> <tr> <td><input type="checkbox"/> 04 State University Construction Fund</td> <td><input type="checkbox"/> 10 Village</td> </tr> <tr> <td><input type="checkbox"/> 05 Mental Hygiene Facilities Corp.</td> <td><input type="checkbox"/> 11 Town</td> </tr> <tr> <td><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT</td> <td><input type="checkbox"/> 12 County</td> </tr> <tr> <td></td> <td><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</td> </tr> </table>	<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City	<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District	<input type="checkbox"/> 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District	<input type="checkbox"/> 04 State University Construction Fund	<input type="checkbox"/> 10 Village	<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town	<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County		<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City														
<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District														
<input type="checkbox"/> 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District														
<input type="checkbox"/> 04 State University Construction Fund	<input type="checkbox"/> 10 Village														
<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town														
<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County														
	<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)														
<p>3. SEND REPLY TO <input type="checkbox"/> (check if new or change) Name and complete address:</p> <p>Telephone _____ Fax _____</p> <p>E-Mail: _____</p>	<p>4. SERVICE REQUIRED. Check appropriate box and provide project information.</p> <p><input type="checkbox"/> New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____</p> <p><input type="checkbox"/> Additional Occupation and/or Redetermination</p> <table border="1" style="width:100%; margin-top: 10px;"> <tr> <td style="width:70%;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</td> <td style="width:30%;">OFFICE USE ONLY</td> </tr> </table>	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY												
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :	OFFICE USE ONLY														

B. PROJECT PARTICULARS

<p>5. <u>Project Title</u> _____</p> <p><u>Description of Work</u> _____</p> <p>_____</p> <p><u>Contract Identification Number</u> _____</p> <p><u>Note: For NYS units, the OSC Contract No.</u> _____</p>	<p>6. Location of Project: Location on Site _____</p> <p>Route No/Street Address _____</p> <p>Village or City _____</p> <p>Town _____</p> <p>County _____</p>																						
<p>7. Nature of Project - Check One:</p> <table style="width:100%;"> <tr><td><input type="checkbox"/> 1. New Building</td></tr> <tr><td><input type="checkbox"/> 2. Addition to Existing Structure</td></tr> <tr><td><input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)</td></tr> <tr><td><input type="checkbox"/> 4. New Sewer or Waterline</td></tr> <tr><td><input type="checkbox"/> 5. Other New Construction (Explain)</td></tr> <tr><td><input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration</td></tr> <tr><td><input type="checkbox"/> 7. Demolition</td></tr> <tr><td><input type="checkbox"/> 8. Building Service Contract</td></tr> </table>	<input type="checkbox"/> 1. New Building	<input type="checkbox"/> 2. Addition to Existing Structure	<input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)	<input type="checkbox"/> 4. New Sewer or Waterline	<input type="checkbox"/> 5. Other New Construction (Explain)	<input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration	<input type="checkbox"/> 7. Demolition	<input type="checkbox"/> 8. Building Service Contract	<p>8. OCCUPATION FOR PROJECT :</p> <table style="width:100%;"> <tr> <td><input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)</td> <td><input type="checkbox"/> Fuel Delivery</td> </tr> <tr> <td><input type="checkbox"/> Tunnel</td> <td><input type="checkbox"/> Guards, Watchmen</td> </tr> <tr> <td><input type="checkbox"/> Residential</td> <td><input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators</td> </tr> <tr> <td><input type="checkbox"/> Landscape Maintenance</td> <td><input type="checkbox"/> Moving furniture and equipment</td> </tr> <tr> <td><input type="checkbox"/> Elevator maintenance</td> <td><input type="checkbox"/> Trash and refuse removal</td> </tr> <tr> <td><input type="checkbox"/> Exterminators, Fumigators</td> <td><input type="checkbox"/> Window cleaners</td> </tr> <tr> <td><input type="checkbox"/> Fire Safety Director, NYC Only</td> <td><input type="checkbox"/> Other (Describe)</td> </tr> </table>	<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Fuel Delivery	<input type="checkbox"/> Tunnel	<input type="checkbox"/> Guards, Watchmen	<input type="checkbox"/> Residential	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators	<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Moving furniture and equipment	<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Trash and refuse removal	<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners	<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)
<input type="checkbox"/> 1. New Building																							
<input type="checkbox"/> 2. Addition to Existing Structure																							
<input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair)																							
<input type="checkbox"/> 4. New Sewer or Waterline																							
<input type="checkbox"/> 5. Other New Construction (Explain)																							
<input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration																							
<input type="checkbox"/> 7. Demolition																							
<input type="checkbox"/> 8. Building Service Contract																							
<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)	<input type="checkbox"/> Fuel Delivery																						
<input type="checkbox"/> Tunnel	<input type="checkbox"/> Guards, Watchmen																						
<input type="checkbox"/> Residential	<input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators																						
<input type="checkbox"/> Landscape Maintenance	<input type="checkbox"/> Moving furniture and equipment																						
<input type="checkbox"/> Elevator maintenance	<input type="checkbox"/> Trash and refuse removal																						
<input type="checkbox"/> Exterminators, Fumigators	<input type="checkbox"/> Window cleaners																						
<input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Other (Describe)																						

9. Does this project comply with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester _____	Signature _____
---------------------------------------	------------------------



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has **WILLFULLY** failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	EOCA CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 24, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Activu Maintenance Agreement
3/1/2025 – 2/28/2026

At the April 26, 2021 Board meeting the Board awarded Bid #21-04-ELEC-552 for the "Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System" to Advanced Control Systems, Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00. This project was funded by the Governor's Office of Storm Recovery (GOSR). The Activu system with LCD display wall was part of this upgrade.

The display wall requires a maintenance and support contract provided by Activu. The support plan includes phone and email support, logistic support, software upgrades and annual preventative maintenance. The current support contract was approved by the Board on September 26, 2023 and runs from June 24, 2023 to February 28, 2025 for a cost of \$18,967.51. The new contract will run from March 1, 2025 through February 28, 2026 for a cost of \$11,986.18.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the maintenance and support services for the SCADA system LCD display wall provided by Activu, 301 Round Hill Drive, Rockaway, NJ 07866 from March 1, 2025 through February 28, 2026 for a cost of \$11,986.18. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain the maintenance and support services. The cost for these services will be charged to Account E7573525 575700 – SCADA Expense. There are sufficient funds available to cover this cost.

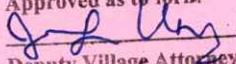


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, on April 26, 2021, the Board awarded Bid #21-04-ELEC-552, for the “Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System” be awarded to Advanced Control Systems, (ACS) Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00 (This project was funded by the Governor’s Office of Storm Recovery (GOSR); the Activu system with LCD display wall was part of this upgrade); and

WHEREAS, on September 26, 2023, the Board retroactively approved the maintenance and support services for the SCADA system LCD display wall provided by Activu, 301 Round Hill Drive, Rockaway, New Jersey 07866, from June 24, 2023 to February 28, 2025 for a cost of \$18,967.51; and

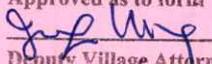
WHEREAS, the display wall requires a maintenance and support contract provided by Activu, 301 Round Hill Drive, Rockaway, New Jersey 07866, for a term from March 1, 2025 to February 28, 2026, for a cost of \$11,986.18; and

WHEREAS, the cost for these services will be charged to Account E7573525 575700 – SCADA Expense, and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the maintenance and support services for the SCADA system LCD display wall by Activu, 301 Round Hill Drive, Rockaway, New Jersey 07866, for a term from March 1, 2025 to February 28, 2026, for a cost of \$11,986.18.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities September 27, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 26, 2023:

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

WHEREAS, on April 26, 2021, the Board awarded Bid #21-04-ELEC-552, for the “Furnishing of a Supervisory Control and Data Acquisition (SCADA) System Upgrade with Operator Monitor System” be awarded to Advanced Control Systems, (ACS) Inc., 2755 Northwoods Parkway, Peachtree Corners, Georgia 30071 for a total cost of \$469,495.00; and

WHEREAS, this project is being funded by the Governor’s Office of Storm Recovery (GOSR); the Activu system with LCD Display Wall was part of this upgrade; and

WHEREAS, the display wall requires a maintenance and support contract provided by Activu, 301 Round Hill Drive, Rockaway, New Jersey 07866; and

WHEREAS, the support contract will run retroactively from June 24, 2023 to February 28, 2025 for a cost of \$18,967.51; and

WHEREAS, the cost for these services will be charged to Account E7573525 575700 – SCADA Expense, 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 retroactively approve the maintenance and support services for the SCADA system LCD display wall provided by Activu, 301 Round Hill Drive, Rockaway, New Jersey 07866, from June 24, 2023 to February 28, 2025 for a cost of \$18,967.51.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

Support Schedule of Values

V3.3

Project Minsalt ACS 2755 Northwoods Parkway Peachtree Corners, GA 30071 Freeport Municipal	Prepared for Nick Nugent nnugent@freeportelectric.com	Original Project # S12600 + S13490	Quote No. 2025-030 Quote Date 11/29/2024 Rev. No. 1 Rev. Date 1/15/2025
Existing Support # : MT14955 Existing Support Dates : 6/24/2024 TO 2/28/2025 Status : ACTIVE			Prepared By: Anita DeLorenzo Prepared For: Mark Dunlap

Description: Activu System with (1) 5x2 of 55" Extreme-Narrow Bezel VM Series LCD Display Wall

<i>Proposed Customer Support Pricing, per year</i>	Commercial Quote
<u>Period of Performance</u>	Silver Level Support
Support Contract 4th Year: 3/1/2025- 2/28/2026	\$11,986.18
Total	\$11,986.18

***This Quote Expires 60 Days from Quote Date**

SILVER Level Support Plan Includes:

- * Unlimited phone & e-mail support during business hours (M-F - 8:30am to 5:30pm EST)
- * Access to The Activu Customer Support Web Portal (Ticket Logging/Tracking System)
- * Logistical Support For Hardware Repairs/Replacements under OEM Warranties
- * Free Activu Software upgrades for new versions and patches (Travel, on-site labor to install new software, and Training are NOT included).
- * One (1) Preventative Maintenance (PM) visit, by a System Technician (*Travel and Labor Included*). (**Annual Preventative Maintenance**)

Site Visit Definitions:

Preventative Maintenance (PM) Visit is defined as:

A site visit scheduled 2-3 weeks in advance of Activu being on site to complete basic Preventative Maintenance to the Installed System

Emergency Service Visit is Defined As:

An Issue Specific - Activu engineer/technician being scheduled to arrive on site within 1-5 days of the determination that on-site support is needed

Our cost proposal is based on a firm-fixed price task, any changes requested by client may affect the cost. The costs for each year assume that the maintenance plan is kept up as a contiguous yearly maintenance system. Any interruption in the yearly plans will require a re-evaluation of the Activu system and a re-calculation of the plan's costs.

Terms and Conditions

Section 1. Term of Contract. Support coverage items and period are described in Support SOV.

Section 2. Support Limitations. Support and service requests due to causes other than normal wear and tear, macro scripting of programs, training or system enhancements will be billed at Activu's standard published rates then in effect. Activu reserves the right not to service equipment, component or subassemblies due to causes other than normal wear and tear. In such cases, Activu reserves the right to repair or replace such equipment, components or subassemblies and bill the Company accordingly.

Examples of causes other than normal wear and tear are:

1. Unauthorized attempts by other than Activu personnel to repair, maintain or modify components or sealed units.
2. Fault or negligence of the Company,
3. Neglect, improper use or misuse of equipment,
4. Modifications not executed or authorized by Activu,
5. Causes deemed to be from equipment not covered by this agreement, or
6. Causes external to the equipment such as, but not limited to, acts of god, catastrophic events or humidity, temperature or electric fluctuations.

Section 3. Responsibilities of Company. The Company shall provide and assign a designated person who shall act on behalf of the Company as the System Operator ("SysOp"). This person shall be the responsible for the day to day operation and basic maintenance of the System, and shall be the Primary contact between Company and Activu regarding matters of support. Said SysOp or Company Media Engineering Personnel shall have authority to request on site service calls. For billable requests or services, only Company Media Engineering Personnel have the authority to issue Purchase Orders back by the full faith and guaranty of the Company.

1. Company shall ensure that its personnel are adequately trained by Activu in the use of isolation and diagnostic programs and procedures.
2. Company will use isolation programs and processes to isolate failure to the system.
3. Throughout the term of this Agreement, Company shall control site environmental conditions. Temperature, humidity and electricity should be monitored and controlled as specified in the applicable product specification.
4. Company agrees not to open, or allow others to open, sealed components whether for the purpose of repair or otherwise. Company also agrees not to tamper with the systems in any way.
5. Subject to Company security policies, the Company shall provide Activu customer support representatives with full and free access to perform the services specified by this Agreement including unlimited access to the facility during non-working business hours, if required.
6. The Company shall provide Activu with the names of the Primary Contacts.

Section 4. Charges. The charge for this Support Agreement is listed in SOV. Activu shall have the right to charge for additional hours resulting from Activu's technicians not being able to perform their work on site in an efficient manner due to encumbrance beyond control of Activu or Activu's technicians. Such charges will be in accordance with the Activu standard published rates then in effect.

1. The support charge under this Agreement will be billed quarterly in advance.
2. Charges for maintenance service resulting from Company requests for reasons other than normal wear and tear, macro scripting of programs, training or system enhancements will be billed after completion of the service.
3. Payment of all charges is due net 60 and payable upon receipt of invoice. Activu shall have no obligation to provide support services if payment of any support charge is past due by more than ten (10) days.
4. Activu will provide a 30 day advance notice to the Company of the expiration and renewal of this Agreement. This Agreement will renew at the than current rate. Unless Activu receives written notice by the Company not to renew prior to the expiration, this agreement along with the terms and conditions herein, will be extended to the renewal period.
5. System enhancements to be included under this agreement such as equipment and/or software added during the term of this agreement or renewal term will be billed to the Company on a pro-rata basis.
6. In addition to the charges due under this Agreement, the Company agrees to pay or reimburse Activu for any use or like taxes or charges resulting from this Agreement.

Section 5. Limitation of Remedy. Activu shall not be liable for any damages caused by delay in furnishing equipment, software products, services or any other performance under this Agreement. The sole and exclusive remedy for any breach of warranty, express or implied, including without limitation any warranties of merchantability or fitness, and the sole remedy for Activu's liability of any kind, including liability for negligence, with respect to the equipment, software products and services furnished and all other performance by Activu pursuant to this Agreement shall be limited to the repair or replacement obligations under this Agreement for any defective equipment or parts, and shall in no event include any incidental or consequential damages.

Section 6. General Provisions.

1. This Agreement shall be governed by the laws of the State of New York. There are no understandings, agreements or representations, expressed or implied, not specified in this Agreement. This Agreement supersedes any and all prior Agreements or understanding between the parties with respect to the products covered by this Agreement, and may not be changed or terminated except by written notification. If any of the provisions of this Agreement are held invalid under the law, they are deemed omitted and the remainder of this Agreement shall be binding.
2. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment by the parties hereto.
3. No action, regardless of form, arising out of the transaction under the Agreement, may be brought by either of the parties more than one (1) year after the cause of action has occurred.
4. Company shall not assign any rights or claims under the Agreement without prior written consent.
5. It is expressly understood that if either party, on any occasion, fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
6. Company acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms.

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 24, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: EasyPower Software Agreement
3/1/2025 – 2/28/2026

Attached for your review is the EasyPower Software Maintenance Agreement. EasyPower's software solutions include the following modules: arc flash analysis, power flow, short circuit, protective device coordination, dynamic stability, transient motor starting, harmonic analysis and many others. These modules allow us to identify and fix issues that arise with our electric grid. The annual fee renews our license for the application as well as gives us customer support in the event software problems arise. Bentley Systems acquired Easy Power on February 21, 2023. Bentley informed us that multi-year contracts are no longer available. The multi-year price was \$935.00/year. The price for the term March 1, 2025 through February 28, 2026 is \$1,539.35 (discounted 25%).

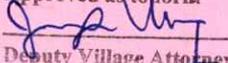
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the Easy Power Software Maintenance Contract supplied by Bentley Systems, Inc., 685 Stockton Drive, Exton, PA 19341 from March 1, 2025, to February 28, 2026, at a cost of \$1,539.35. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement. This service shall be charged to E7815630 578100 (IT Contracts/Electric). There are sufficient funds available in this account to cover this cost.



Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on October 18, 2021, the Board approved the contract for the use of EasyPower Software Maintenance programs from EasyPower, LLC., 7730 SW Mohawk Street, Tualatin, Oregon, 97062 at a cost of \$2,805.00 for a period from March 1, 2022 through February 28, 2025; and

WHEREAS, the Village of Freeport Electric Utility requires the use of the EasyPower Software Maintenance programs, which include the following modules: arc flash analysis, power flow, short circuit, protective device coordination, dynamic stability, transient motor starting, harmonic analysis, and the modules will allow the utility to expand and repair any issues that could affect the electric grid; and

WHEREAS, Bentley Systems acquired Easy Power on February 21, 2023; Bentley informed the Village that multi-year contracts are no longer available; the multi-year price was \$935.00/year; and

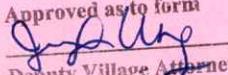
WHEREAS, the Easy Power Software Maintenance Contract supplied by Bentley Systems, Inc., 685 Stockton Drive, Exton, PA 19341, will be for a term from March 1, 2025 to February 28, 2026, for the cost of \$1,539.35 (discounted 25%); and

WHEREAS, this expense will be charged to budget line E7815630 578100 (IT Contracts/Electric), and there are sufficient funds in those accounts to cover the cost of this service; and

THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to approve for the Easy Power Software Maintenance Contract supplied by Bentley Systems, Inc., 685 Stockton Drive, Exton, PA 19341, for a term from March 1, 2025 to February 28, 2026, for the cost of \$1,539.35.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities October 20, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 18, 2021:

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

WHEREAS, the Village of Freeport Electric Utility requires the use of the EasyPower Software Maintenance programs, which include the following modules: arc flash analysis, power flow, short circuit, protective device coordination, dynamic stability, transient motor starting, harmonic analysis, and the modules will allow the utility to expand and repair any issues that could affect the electric grid; and

WHEREAS, the annual fee was reduced by \$495.00 by securing a multi-year contract; and

WHEREAS, this service is provided by EasyPower, LLC., 7730 SW Mohawk Street, Tualatin, Oregon, 97062 at a cost of \$2,805.00 for a period from March 1, 2022 through February 28, 2025; and

WHEREAS, this expense will be charged to Budget line E7815630 578100 IT Contracts/Electric), and there are sufficient funds in those accounts to cover the cost of this service; and

THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to contract for the use of EasyPower Software Maintenance programs from EasyPower, LLC., 7730 SW Mohawk Street, Tualatin, Oregon, 97062 at a cost of \$2,805.00 for a period from March 1, 2022 through February 28, 2025.

The Clerk polled the Board as follows:

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

cc:

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



Renewal Quote

12 December 2024

Incorporated Village of Freeport
Electric Dept Offices
FREEPORT NY 11520
USA
Tel No:

SELECT Agreement: 112020294
RQ Number: 42014325
Customer ID: 1006796620
Expiration Date: 30 January 2025
Pages: 1 / 3

Dear Sir/Madam,

Our records show that your current Bentley SELECT Agreement is due for renewal on 01 March 2025. We are very pleased that you have chosen Bentley as your technology partner and trust you have enjoyed the benefits of the program. We look forward to strengthening our relationship with your organization and continuing to sustain the productivity of your people, software and information.

Subscription Period: 01 March 2025 - 28 February 2026

Billing Frequency: Annual

Payment Terms: Net 30 Days

By signing this Renewal Advice Summary, you agree that your SELECT Program subscription shall be governed by the SELECT Program Agreement, the terms and conditions of which can be found at <https://www.bentley.com/legal/select-program-agreement>.

Renewal Total Value: 1,539.35**
Currency: USD

(Subscriber's Signature)

(Subscriber's Name)

(Title)

(Date)

Please bill against PO # _____

NOTE: If you have not specified that you would like to be billed against a PO by ticking the box above and providing a PO#, you agree to be invoiced based on this signed quote.

If you would like us to bill this quote against a Purchase Order, please indicate the purchase order number above and attach a copy with your acceptance of this quote. Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

**Prices shown on this quotation are excluding taxes. Applicable taxes will be included on invoices.



Renewal Quote

SELECT Agreement: 112020294
RQ Number: 42014325
Customer ID: 1006796620
Expiration Date: 30 January 2025
Pages: 2 / 3

I-to: Incorporated Village of Freeport
Electric Dept Offices
FREEPORT NY 11520
USA

Tel No:
Fax No:

te: 1006796620 Incorporated Village of Freeport , Electric Dept Offices Freeport , NY 11520 , USA

Part No	Description	Quantity	Unit Pricing	Discount/ Surcharge	Total
17677	EasyPower Pro 0300 Bus SELECT	1	1,917.00	-377.65	1,539.35
10381	Open Access License Subscription	1	0.00		0.00
Amount Due:					1,539.35
Currency					USD



Renewal Quote

SELECT Agreement: 112020294
RQ Number: 42014325
Customer ID: 1006796620
Expiration Date: 30 January 2025
Pages: 3 / 3

By continuing your SELECT subscription, you benefit from a comprehensive program for the support of your Bentley applications. Your Bentley SELECT agreement is our commitment to continue to provide you and your organization with the highest levels of service. SELECT provides you with the flexibility you need to adapt to changing project requirements while keeping expenditures under control. Renewal of Bentley SELECT will ensure continuity of your following benefits:

- Flexible Licensing Options, including annual portfolio balancing, pooled licensing and Term Licenses
To learn more about term licenses and how your usage is calculated, please visit our Term License information.
- 24/7/365 Support
- Anytime Software Upgrades
- Adaptive Learning Services: Users master use of Bentley applications through personalized, contextual learning delivered in application via CONNECTION Client.

Please do not hesitate to contact your Bentley representative William Kaiser or file a Service request here if you have any inquiries or require any assistance.

Sincerely,

William Kaiser
Tel: +1 (610) 458-5000
Fax:
Email: WILLIAM.KAISER@BENTLEY.COM

Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

Some countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see <http://www.bis.doc.gov>

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: February 3, 2025

To: Mayor Robert T. Kennedy

From: Eric Rosmarin, Superintendent of Electric Utilities

Re: Industrial Cooling, Inc. – Extension Agreement
RFP #22-02-ELEC-597 – LM6000 Annual Chiller Maintenance

Attached for your review is an extension agreement for Industrial Cooling, Inc., to continue to provide annual chiller maintenance for the McQuay Centrifugal Chiller associated with the LM6000 gas turbine located at Power Plant 2. Industrial Cooling, Inc.'s scope of work will include priority service calls, operational spring service, stop maintenance service, and reports. The various services are essential to ensure the efficient functioning of the LM6000 unit.

The current Agreement runs from March 1, 2022 through February 28, 2025. Per the specification, the agreement may be renewed or extended for up to two (2) additional years. The Electric Department would like to exercise the option to extend the contract from March 1, 2025 to February 28, 2026. The not to exceed cost of this service in accordance with the contract terms is \$7058.00, which includes six priority service calls annually. The hourly rate for technical assistance on-site including travel expenses after the sixth priority service call shall be \$170.00/hr. (straight)/\$255.00/hr. (OT).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees extend the term of the agreement with Industrial Cooling, Inc., 83 Hampton Place, Freeport, NY 11520, for the provision of annual chiller maintenance services from March 1, 2025 to February 28, 2026 for the not to exceed cost of \$7058.00, and a rate of \$170.00/hr. (straight)/\$255.00/hr. (OT) for technical assistance on-site including travel expenses after the sixth priority service call. Further, that the Mayor be authorized to execute any and all documents necessary to effectuate this agreement. The cost of this service will be charged to Account E7157006 510000 – Repairs to Miscellaneous Power Plant Equipment. There are sufficient funds available in this account to cover the cost.


Eric Rosmarin
Superintendent of Electric Utilities

Approved as to form

Deputy Village Attorney

ER:db

Attachment

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

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

WHEREAS, on February 28, 2022, the Board awarded the contract for the LM6000 Annual Chiller Maintenance, RFP #22-02-ELEC-597, to Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, in the total amount of \$26,213.00 (plus expenses related to emergency services outside the scope of the specifications) for a three (3) year term running from March 1, 2022 through February 28, 2025, with an option for two (2) one-year extensions if mutually agreed; and

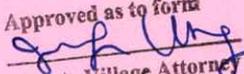
WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the first one-year contract extension with Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, for a term from March 1, 2025 to February 28, 2026, for the not-to-exceed cost of \$7,058.00, which includes six priority service calls annually; the hourly rate for technical assistance on-site including travel expenses after the sixth priority service call shall be \$170.00/hr. (straight)/\$255.00/hr. (OT); and

WHEREAS, the cost of this service will be charged to Account E7157006 510000 – Repairs to Miscellaneous Power Plant Equipment and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be is hereby authorized to sign any paperwork necessary to effectuate the first one-year contract extension for the LM6000 Annual Chiller Maintenance, RFP #22-02-ELEC-597, with Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520, for a term from March 1, 2025 to February 28, 2026, for the not-to-exceed cost of \$7,058.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities March 1, 2022
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 28, 2022:

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

WHEREAS, the Village of Freeport has solicited bids for the LM6000 Annual Chiller Maintenance for Power Plant #2 under RFP #22-02-ELEC-597; and

WHEREAS, fourteen vendors picked up specifications in response to our Request for Proposals for the Annual Chiller Maintenance; and

WHEREAS, the lowest responsible bid submitted was that of Industrial Cooling Inc., 83 Hampton Place, Freeport, New York, 11520 in the amount \$26,213.00 (plus expenses related to emergency services outside the scope of the specifications) over a three year period starting March 1, 2022, with an option for two one-year extensions if mutually agreed; and

WHEREAS, the cost of this service will be charged to Account E7157006 510000 – Repairs to Miscellaneous Power Plant Equipment and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the contract for the LM6000 Annual Chiller Maintenance under RFP #22-02-ELEC-597 to Industrial Cooling Inc., 83 Hampton Place, Freeport NY 11520 in the total amount of \$26,213.00 (plus expenses related to emergency services outside the scope of the specifications) for a three year term running from March 1, 2022 through February 28, 2025, with an option for two one-year extensions if mutually agreed.

The Clerk polled the Board as follows:

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

cc:

X Auditor	X Electric Utilities	X Registrar
X Assessor	X Fire Dept.	X Rec. Center

AGREEMENT AMENDMENT 1

**INCORPORATED VILLAGE OF FREEPORT
AND
INDUSTRIAL COOLING, INC.**

This Agreement extends the chiller maintenance services agreement, due to terminate on February 28, 2025, between the Inc. Village of Freeport ("IVF"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 and Industrial Cooling, Inc. (ICACS), with offices located at 83 Hampton Place, Freeport, NY 11520 to February 28, 2026.

On the basis of the scope of services relating to the consulting agreement for annual chiller maintenance as outlined in the March 1, 2022 Agreement, for the term of the extension the total amount to be paid for services shall not exceed \$7,058.00 (the amount ICACS proposed for Year 1 Extension) plus expenses related to emergency services outside the scope of the specifications.

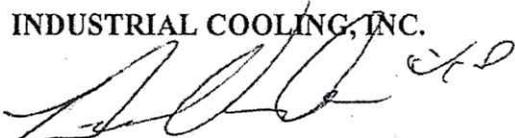
All other terms and conditions of the Agreement shall remain in full force and effect.

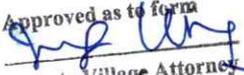
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

INC. VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

INDUSTRIAL COOLING, INC.

BY:  _____
DOMINIC DIDONNA, VICE PRESIDENT

Approved as to form

Deputy Village Attorney

FREEPORT FIRE DEPT.

**Raymond F. Maguire
Executive Director**

FF Richard T. Muldowney Jr. Plaza
15 Broadway PO Box 290
Freeport, N.Y. 11520
(516) 377 2190 Fax (516) 377 2499
E Mail: rmaguire@freeportny.gov

January 31, 2025

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

Re: Emergency Responder Products | 911ERP

Pursuant to the Board Directive of December 20 2021 (see attached) a contract was approved for Emergency Responder Products | 911ERP to provide Fire Department uniforms and accessories through February 28, 2024.

This vendor has provided exceptional services during our dealings with them in providing uniforms and accessories. They have always proven to be very accommodating in meeting our Department's needs. Furthermore, their location is much more conducive for our Volunteer Firefighters to travel to. We ask that you consider renewing the contract for the period March 1, 2025 - February 28, 2026 with a not to exceed amount of \$ 25,000.00. I have attached the 2024 Board Directive.

**Emergency Responder Products | 911ERP
175 Bethpage Sweet Hollow Rd
Old Bethpage, NY 11804**

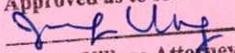
The funding for this contract will be executed as follows:
\$ 25,000.00 - A341002 520600 Uniforms and A341004 541400 Safety Gear

There is no increase in this contract it is the same as last year

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

Sincerely,


**Raymond F. Maguire
Executive Director**

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

WHEREAS, on February 26, 2024, the Board approved a contract with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for a not to exceed amount of \$19,500.00 for a term running from March 1, 2024 through February 28, 2025; and

WHEREAS, this vendor has provided exceptional services during our dealings with them in providing uniforms and accessories; and

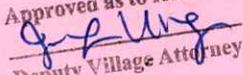
WHEREAS, the Executive Director of the Fire Department is requesting approval from the Board to renew the contract for a term from March 1, 2025 through February 28, 2026, for an amount not-to-exceed \$ 25,000.00, with no increase in unit prices; and

WHEREAS, the funding is in place in Budget Line A341002 520600 Uniforms and A341004 541400 Safety Gear to satisfy this request; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approves and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for an amount not-to-exceed \$ 25,000.00, for a term beginning on March 1, 2025 through February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Raymond F, Maguire, Executive Director, FFD February 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, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

WHEREAS, on February 6, 2023, the Board approved a contract with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for a not to exceed amount of \$19,500.00 for a term running from March 1, 2023 through February 29, 2024; and

WHEREAS, this vendor has provided exceptional services during our dealings with them in providing uniforms and accessories; and

WHEREAS, the Executive Director of the Fire Department is requesting approval from the Board to renew the contract for a term from March 1, 2024 through February 28, 2025 for an amount not to exceed \$19,500.00, with no increase in price; and

WHEREAS, the funding is in place in Budget Line A341002 520600 Uniforms and A341004 541400 Safety Gear to satisfy this request; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, for an amount not to exceed \$19,500.00 for a term beginning on March 1, 2024 through February 28, 2025.

The Clerk polled the Board as follows:

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

cc:

FREEPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

FF Richard T. Muldowney Jr. Plaza
15 Broadway PO Box 290
Freeport, N.Y. 11520
(516) 377 2190 Fax (516) 377 2499
E Mail: rmaguire@freeportny.gov

January 31, 2025

To: Mayor Robert T. Kennedy
Board of Trustees

Re: DR Data – Emergency Management, Alarm Ordinance and Clerk’s Office

We request your consideration in renewing the contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872. (See 2024 Board Directive attached) In consideration of a not to exceed amount of \$ 8,000.00, DR Data will provide services for the period of 03/01/25 – 02/28/26:

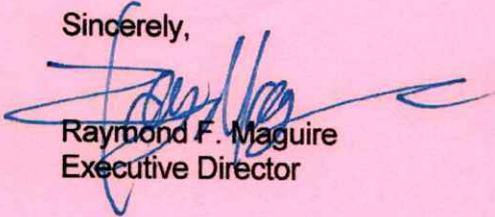
There responsibilities and functions are delineated as follows

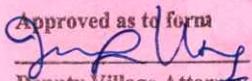
- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Civic Plus messages for the Clerk’s Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Civic Plus messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

Your approval will allow for the seamless continuation of the important functions as outlined.

Funding for this contract will be from Fire Department Service Contracts A341104 542800

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 5, 2024, the Board approved a supplemental contract renewal with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872, for a term from March 1, 2023 through February 29, 2024 for a not to exceed amount of \$8,000.00; and

WHEREAS, the Executive Director of the Fire Department is requesting Board approval for a contract renewal with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872 for a term from March 1, 2025 through February 28, 2026, for a not to exceed amount of \$8,000.00; and

WHEREAS, DR Data will provide services as follows:

- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Civic Plus messages for the Clerk’s Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Civic Plus messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

WHEREAS, the Board of Trustees hereby discloses the fact that Donald Rowan is the spouse of the president of DR Data Solutions and is also a member of the Freeport Emergency Management Team; and

WHEREAS, there is no prohibited conflict of interest created by the approval of this contract; and

WHEREAS, this Board is of the opinion that it is in the best interests of the Incorporated Village of Freeport to provide for such services; and

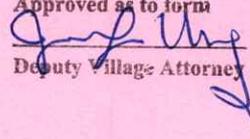
WHEREAS, funding for this contract will be from Fire Department Service Contracts A341104 542800; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a contract renewal with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872, for a term from March 1, 2025 to February

28, 2026, for a not to exceed amount of \$8,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Raymond F. Maguire, Executive Director, FFD February 7, 2024

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on August 22, 2022, the Board approved a supplemental contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872 retroactive to March 1, 2022 through February 28, 2023 for a not to exceed amount of \$8,000.00; and on February 2023, the Board approved a contract renewal with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872, for a term from March 1, 2023 through February 29, 2024 for a not to exceed amount of \$8,000.00; and

WHEREAS, the Executive Director of the Fire Department is requesting Board approval for a contract renewal with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872 for a term from March 1, 2024 through February 28, 2025 for a not to exceed amount of \$8,000.00; and

WHEREAS, DR Data will provide services as follows:

- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Civic Plus messages for the Clerk's Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Civic Plus messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

WHEREAS, the Board of Trustees hereby discloses the fact that Donald Rowan is the spouse of the president of DR Data Solutions and is also a member of the Freeport Emergency Management Team; and

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

WHEREAS, there is no prohibited conflict of interest created by the approval of this contract; and

WHEREAS, this Board is of the opinion that it is in the best interests of the Incorporated Village of Freeport to provide for such services; and

WHEREAS, funding for this contract will be from Fire Department Service Contracts A341104 542800; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate a contract renewal with DR Data, 196 Jamie Drive, Wakefield, New Hampshire 03872, for a term from March 1, 2024 through February 28, 2025, for a not to exceed amount of \$8,000.00.

The Clerk polled the Board as follows:

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

cc:

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

This agreement made the _____ day of _____ 2025, by and between the Incorporated Village of Freeport, a municipal corporation of the State of New York having its principal office at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as the "Village") and Deborah Rowan, d/b/a DR Data Solutions, with offices at 196 Jamie Drive, Wakefield, New Hampshire, 03872 (hereinafter referred to as "DR Data Solutions")

WITNESSETH:

WHEREAS, DR Data Solutions, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport, in particular computer services related to the operations of the Freeport Fire Department, Building Department and Human Resources;

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

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

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

1. *Contract.*

The Village hereby contracts with DR Data Solutions, as an independent contractor upon the terms and conditions hereinafter set forth.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2026, with the right by either party to terminate this Agreement upon 30 days written notice.

3. *Compensation.*

For all services rendered by DR Data Solutions, under this Agreement, the Village shall pay DR Data Solutions, a fee not to exceed \$8,000.00. All services to the Village shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

DR Data Solutions, services shall include the following services:

- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Swiftreach messages for the Clerk’s Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Emergency Swiftreach messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

5. *Extent of Services.*

DR Data Solutions, represents that it is operated by Deborah Rowan who is also the principal shareholder. DR Data Solutions, shall devote such time, attention and energies to the IVF as is required. DR Data Solutions, shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that DR Data Solutions, shall not disclose any information, Village documents and/or other information given to or acquired by it in the course of performing its duties.

6. *No Participation.*

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

7. *Death or Disability.*

If due to death, disability or illness, Deborah Rowan is unable to perform services, the Village hereby reserves the right to cancel this Agreement upon ten (10) days written notice to DR Data Solutions.

8. *Assignment.*

This Agreement may not be assigned without the prior written consent of the Village.

9. *Notices.*

All notices or other communications provided for this Agreement shall be made in writing and shall be deemed properly delivered when (1) delivered personally, or (2) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one party to the other):

INCORPORATED VILLAGE OF FREEPORT
46 North Ocean Avenue
Freeport, New York, 11520

DR Data Solutions Inc.
196 Jamie Drive
Wakefield, New Hampshire,
03872

10. *Entire Agreement and Waiver.*

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

11. *Amendments.*

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

12. *Parties in Interest.*

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

13. *Severability.*

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

14. *Subject Headings.*

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

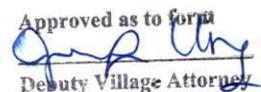
15. *Applicable Law.*

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

IN WITNESS WHEREOF, the parties have executed this agreement, the day and year first written above and the Village has executed this agreement the _____ day of _____, 2025.

ROBERT T. KENNEDY
Mayor, Incorporated Village of
Freeport

DEBORAH A. ROWAN
President
DR Data Solutions

Approved as to form

Deputy Village Attorney

FREEPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

FF Richard T. Muldowney Jr. Plaza
15 Broadway PO Box 290
Freeport, N.Y. 11520
(516) 377 2190 Fax (516) 377 2499
E Mail: rmaguire@freeportny.gov

January 31, 2025

To: Mayor Robert T. Kennedy
Board of Trustees

Re: Freeport Exempts Firemen's Association
9 N. Long Beach Ave. Freeport, NY 11520

We respectfully request that you and the Board consider renewing the agreement between the Freeport Exempts Firemen's Association 9 N. Long Beach Avenue Freeport, NY 11520 and the IVF (See attached 2024 Board Directive).

As you are aware, the mission of the Freeport Exempts Firemen's Association is to provide the residents of the Inc. Village of Freeport, as well as visitors, access and opportunities to learn about the history of Freeport Fire Department. They maintain the history of the fire department as well as ongoing restoration and maintenance of "Jumbo", Freeport's oldest fire apparatus.

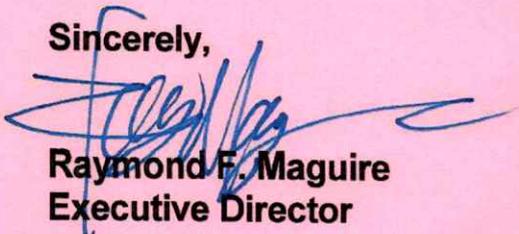
Therefore, we respectfully request that you enter into an agreement with the Freeport Exempts Firemen's Association for an amount not to exceed \$5,000.00 for the period of March 1, 2025 - February 28, 2026.

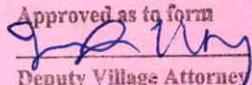
The funding for this contract will be executed as follows:
\$5,000.00 - A341104 546000 Improvements - Exempts

There is no increase in this contract it is the same as last year

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

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form

Deputy Village Attorney

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

WHEREAS, the mission of the Freeport Exempt Fireman's Association is to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to learn about the history of the Freeport Fire Department, by maintaining the history of the Freeport Fire Department, restoring, maintaining and displaying Jumbo, Freeport's oldest fire truck; and

WHEREAS, the Board of Trustees deems it beneficial to the Village of Freeport to provide for such services; and

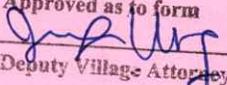
WHEREAS, the funding for this contract is available in budget line A341104 546000 Improvements – Exempts; and

NOW THEREFORE BE IT RESOLVED, that the agreement between the Village of Freeport and Freeport Fireman Exempt Association, 9 North Long Beach Avenue, Freeport, New York 11520, be and hereby is approved for a term beginning March 1, 2025 through February 28, 2026, at cost of \$5,000.00, the same price as in previous years; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate this agreement.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Raymond F. Maguire, Executive Director, FFD February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the mission of the Freeport Exempt Fireman's Association is to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to learn about the history of the Freeport Fire Department, by maintaining the history of the Freeport Fire Department, restoring, maintaining and displaying Jumbo, Freeport's oldest fire truck; and

WHEREAS, the Board of Trustees deems it beneficial to the Village of Freeport to provide for such services; and

WHEREAS, the funding for this contract is available in budget line A341104 546000 Improvements – Exempts; and

NOW THEREFORE BE IT RESOLVED, that the agreement between the Village of Freeport and Freeport Fireman Exempt Association, 9 North Long Beach Avenue, Freeport, New York 11520, be and hereby is approved for a term beginning March 1, 2024 through February 28, 2025, at cost of \$5,000.00, the same price as in previous years; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate this agreement.

The Clerk polled the Board as follows:

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

cc:

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

Agreement

by and between

INCORPORATED VILLAGE OF FREEPORT

and

**THE FREEPORT EXEMPT FIREMAN'S
ASSOCIATION**

March 1, 2025 – February 28, 2026

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

AGREEMENT

THIS AGREEMENT is entered into on the ___ day of _____ 2025, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF") and The Freeport Exempt Fireman's Association, a membership Corporation, duly organized under the laws of the State of New York, with offices located at 9 North Long Beach Avenue, Freeport, New York (hereinafter referred to as "Exempts").

WITNESSETH:

WHEREAS, the Freeport Exempt Fireman's Association, has an established history of enhancing the lives of the citizens of the Incorporated Village of Freeport by nurturing, supporting and promoting the arts, and;

WHEREAS, the mission of the Freeport Exempt Fireman's Association, is to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to learn about the history of the Freeport Fire Department, be maintaining the history of the Freeport Fire Department, restoring, maintaining and displaying "Jumbo", Freeport's oldest fire truck.

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

TERMS AND CONDITIONS

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

1. *Employment*

IVF hereby employs the EXEMPTS to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to experience the history of the Freeport Fire Department and to promote the history of the Freeport Fire Department by maintaining and displaying "Jumbo".

2. *Term and Termination*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025, through February 28, 2026, with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. Upon termination, total payment of the grant due to the EXEMPTS shall be paid pursuant to paragraph 3 hereof.

3. Compensation

The IVF, in consideration of the foregoing, shall pay to the EXEMPTS the sum of Five Thousand Dollars (\$5,000.00).

4. Duties of EXEMPTS

The EXEMPTS shall provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to experience the rich history of the Incorporated Village of Freeport through the history of its volunteer Fire Department and to promote and display the history through "Jumbo".

5. Extent of Services

EXEMPTS shall devote such time, attention and energies to the IVF as is required.

6. No Participation

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

7. Death or Disability

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

8. Assignment

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

9. Notices

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

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, New York, 11520

THE FREEPORT EXEMPT
FIREMAN'S ASSOCIATION
9 North Long Beach Avenue
Freeport, New York 11520

10. *Entire Agreement and Waiver*

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

11. *Amendments*

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

12. *Parties in Interest*

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

13. *Severability*

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

14. *Subject Headings*

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

15. *Applicable Law*

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

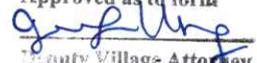
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By: _____
Robert T. Kennedy, Mayor

**THE FREEPORT EXEMPT FIREMAN'S
ASSOCIATION**

By: _____

Approved as to form

Deputy Village Attorney

FREERPORT FIRE DEPT.

**Raymond F. Maguire
Executive Director**

FF Richard T. Muldowney Jr. Plaza
15 Broadway PO Box 290
Freeport, N.Y. 11520
(516) 377 2190 Fax (516) 377 2499
E Mail: rmaguire@freeporntny.gov

January 31, 2025

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

**Re: Emergency Decon Services Corp.
Personal Services Contract**

With the changing dynamics in what our Firefighters are facing at fires, it is necessary to clean their turn out gear. The 2020 NFPA 1851 standard recommends cleaning the gear that has been subjected to the carcinogenic products of combustion. The Department enlisted a committee to investigate the best options for washing the gear. Estimates secured ranged in excess of \$ 60,000.00, just to purchase and install the equipment. Due to the toxic run off, a system to capture the water is necessary and an additional expense. This does not take into consideration the labor necessary to actually wash the gear or the maintenance and energy costs.

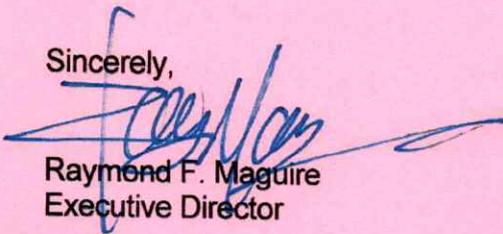
There are very few vendors that offer gear cleaning services. Those that do, charge \$ 120.00 - \$ 160.00 per set. The process of picking up, cleaning and returning the gear usually takes two - three weeks. This puts our Firefighters, whose gear is being cleaned, out of service for this period.

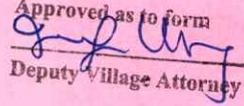
We have utilized a company that comes to the Firehouse with a self-contained apparatus. They are able to clean the gear, capture the run off and return it to service the same day. The Company is Emergency Decon Services Corp. 173 No Main St Suite 339, Sayville, NY 11782 (See document attached). The cost for this service is \$ 155.00 per set. Not only are the costs competitive, but the fact that our Firefighters can drop their gear off and have it back the same day, keeps our Firefighters in service.

Therefore, we respectfully request your consideration in renewing the Professional Services contract with Emergency Decon Services Corp. with a not to exceed amount of \$ 19,000.00. The contract period would be March 1, 2025 - February 28, 2026. (I have attached the Board Directive form FY 2025)

The funding for this contract will come from Account A341004 541400.- Safety Gear

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Fire Department requires a professional service to clean their turn out safety gear as per the 2020 NFPA 1851 standard recommendations; 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, Emergency Decon Services Corp., 173 No Main Street, Suite 339, Sayville, New York 11782, possesses those certain skills, knowledge and expertise of a specialized nature; and

WHEREAS, the Village currently has a contract with Emergency Decon Services Corp. is for a not to exceed amount of \$19,000.00 (\$110 per gear set) set to expire February 28, 2025; and

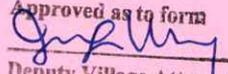
WHEREAS, the Fire Department wishes to renew this the cost of this contract with Emergency Decon Services Corp., for a not to exceed amount of \$19,000.00 (\$155 per gear set) for a term from March 1, 2025 to February 28, 2026; and

WHEREAS, funding for this contract will come from Account A341004 541400 – Safety Gear; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approves and the Mayor be and hereby is authorized to execute any documentation necessary to effectuate a Professional Services Agreement with Emergency Decon Services Corp., 173 No Main Street, Suite 339, Sayville, New York 11782, for a not to exceed amount of \$19,000.00 for a term from March 1, 2025 to February 28, 2028.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Raymond F. Maguire, Executive Director, FFD February 7, 2024

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Freeport Fire Department requires a professional service to clean their turn out safety gear as per the 2020 NFPA 1851 standard recommendations; 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, Emergency Decon Services Corp., 173 No Main Street, Suite 339, Sayville, New York 11782, possesses those certain skills, knowledge and expertise of a specialized nature; and

WHEREAS, the Village currently has a contract with Emergency Decon Services Corp. is for a not to exceed amount of \$19,000.00 (\$100 per gear set) set to expire February 29, 2024; and

WHEREAS, the Fire Department wishes to renew this the cost of this contract with Emergency Decon Services Corp. with no increase from the prior year, for a not to exceed amount of \$19,000.00 (\$110 per gear set) for a term from March 1, 2024 to February 28, 2025; and

WHEREAS, funding for this contract will come from Account A341004 541400 – Safety Gear; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a Professional Services Agreement with Emergency Decon Services Corp., 173 No Main Street, Suite 339, Sayville, New York 11782, for a not to exceed amount of \$19,000.00 for a term from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

FREEPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

FF Richard T. Muldowney Jr. Plaza
15 Broadway PO Box 290
Freeport, N.Y. 11520
(516) 377 2190 Fax (516) 377 2499
E Mail: rmaguire@freeportny.gov

January 31, 2025

To: Mayor Robert T. Kennedy
Board of Trustees

Re: South Shore Fire & Safety Equipment Distributors Inc.

On September 29, 2020, the Board adopted a Directive to enter into a contract for the repair and maintenance of the equipment used by the Freeport Fire Department (see attached). This includes but not limited to our Self Contained Breathing Apparatus (SCBA). The contract is with South Shore Fire & Safety Equipment Distributors, Inc (SSFSED). They are located at 579 East Meadow Ave, East Meadow, NY and have trucks passing through Freeport daily. This greatly affects our ability to expedite the pickup, repair and delivery of our equipment. We have had positive results in our dealings with SSFSED and find them to be very dependable. This Company has been servicing Freeport and other Fire Departments across Long Island for over 55 years. SSFSED is a certified factory repair representative for most of the Manufacturers of Fire and Safety Equipment we utilize.

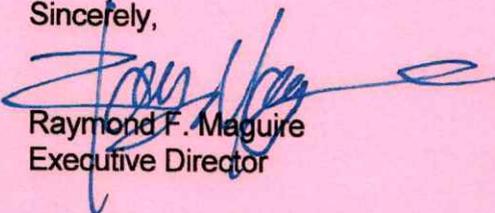
Due to the complexity of the equipment we use and the need to immediately return it to service, it prohibits us from quoting these repairs. Furthermore, our SCBA's are currently 18 years old. The replacement of 1 is in excess of \$ 10,000.00, we currently have 120 in service. We feel that by performing proper maintenance and by staying up on the repairs, we will prolong the useful life of one our most important pieces of equipment. Unfortunately, the fact that these units are 16 years old is having an impact on necessary repairs.

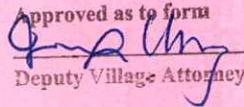
Therefore, we ask that you consider renewing the contract with a not to exceed of \$25,000.00 for March 1, 2025 – February 28, 2026. Although we will try to minimize the expenses, it will give us the latitude to effectuate these important repairs expeditiously. I have attached the Board Directive of FY 2025.

The funding for this contract will come from Account A341004 542800.

There is no increase in this contract it is the same as last year

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 5, 2024, the Board approved to renew the contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York, 11554, from March 1, 2024 through February 28, 2025, with a not to exceed amount of \$25,000; and

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

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

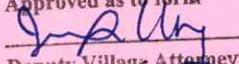
WHEREAS, the Executive Director of the Fire Department is requesting Board approval to renew the contract with South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York, 11554, for a term effective March 1, 2025 through February 28, 2026, with a not to exceed amount of \$25,000, with no increase in price; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approves and the Mayor be and hereby is authorized to renew the contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York 11554, from March 1, 2025 through February 28, 2026, with a not to exceed amount of \$25,000.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Raymond F. Maguire, Executive Director, FFD February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on February 6, 2023, the Board approved to renew the contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 from March 1, 2023 through February 29, 2024, with a not to exceed amount of \$25,000; and

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

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

WHEREAS, the Executive Director of the Fire Department is requesting Board approval to renew the contract with South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 for a term effective March 1, 2024 through February 28, 2025, with a not to exceed amount of \$25,000, with no increase in price; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Freeport Volunteer Fire Department, that the Mayor be and hereby is authorized to renew the contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York 11554, from March 1, 2024 through February 28, 2025, with a not to exceed amount of \$25,000.

The Clerk polled the Board as follows:

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

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: 01/21/2025
RE: CentralSquare, Impact RMS

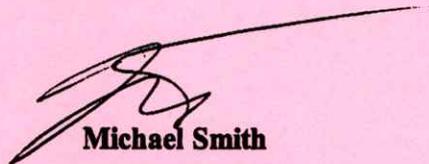
This is to request the renewal of a software support and maintenance agreement for the Impact Records Management System with CentralSquare Technologies. This agreement provides 24x7 support and includes all software updates, enhancements and revisions. This records management system is critical to police department operations. This agreement provides maintenance for software which has been previously purchased and therefore is exempt from the bidding process.

The contract will be in effect from 3/1/2025 to 2/28/2026.

The cost for this agreement is \$60,075.32 and is budgeted in account A312004 542800 – Service Contracts. This is a \$2,542.38 increase from last year.

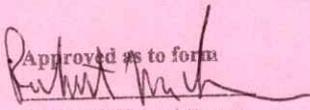
Central Square Technologies is located at 4509 West 58th St, Sioux Falls, SD 57108. The contact person is Mabel Jose Peralta, at 321-245-9529, mabel.jose@centralsquare.com.

Should you have any questions or require additional information, please contact me at your convenience.



Michael Smith

Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department currently utilizes the Impact Records Management System for its Department; and

WHEREAS, the Freeport Police Department has annually contracted with Impact – Central Square Technologies, 4509 West 58th St, Sioux Falls, SD 57108, for the maintenance of said system; and

WHEREAS, Impact – Central Square Technologies provides 24x7 support and includes all software updates, enhancements and revisions, and is critical to police department operations; and

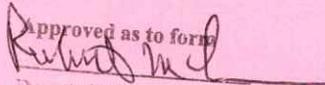
WHEREAS, the cost of this software support and maintenance agreement for March 1, 2025 through February 28, 2026 is \$60,075.32, which is an increase of \$2,542.38 from the cost of this contract from last year; and

WHEREAS, this expense is budgeted for in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a maintenance agreement for Impact Records Management System between the Village of Freeport and Impact – Central Square Technologies, 4509 West 58th St, Sioux Falls, SD 57108, for a total cost of \$60,075.32 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: Michael J. Smith, Chief of Police February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Freeport Police Department currently utilizes the Impact Records Management System for its Department; and

WHEREAS, the Freeport Police Department has annually contracted with Impact – Central Square Technologies, 1000 Business Center Drive, Lake Mary, Florida 32746, for the maintenance of said system; and

WHEREAS, Impact – Central Square Technologies provides 24x7 support and includes all software updates, enhancements and revisions, and is critical to police department operations; and

WHEREAS, the cost of this software support and maintenance agreement for March 1, 2024 through February 28, 2025 is \$57,532.94, which is an increase of \$5,230.27 from the cost of this contract from last year; and

WHEREAS, this expense is budgeted for in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a maintenance agreement for Impact Records Management System between the Village of Freeport and Impact – Central Square Technologies, 1000 Business Center Drive, Lake Mary, Florida 32746, for a total cost of \$57,532.94 for a term from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

cc:

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T. Kennedy, Mayor

FROM: Michael J. Smith, Chief of Police

DATE: 01/21/2025

RE: Idemia Identity and Security USA LLC, LiveScan

This is to request the renewal of a service contract with Idemia Identity and Security USA LLC for the Livescan Fingerprinting System. This system is critical to police operations and requires routine maintenance. System failures may result in delays in arrest processing and unnecessary overtime. Coverage includes on-site support for hardware and software.

This contract will be in effect from 03/01/2025 – 12/31/2025, and at that time our fingerprinting machine will be at the end of it's life cycle.

The total cost for this agreement is \$2,591.00 and is budgeted in account A312004 542800 – Service Contracts. This is a \$221 decrease from last year due to the contract being pro-rated for 9 months.

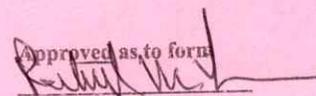
Idemia Identity and Security USA LLC is located at 14 Colombia Circle Dr, Suite 102, Albany, NY 12203. The point of contact is Susan Noisseau, 518-608-1383, susan.noisseau@idemia.com.

Should you have any questions or require additional information, please contact me at your convenience.



Michael Smith

Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 5, 2024, the Board approved the Maintenance and Support Agreement with Idemia Identity and Security USA LLC, 14 Colombia Circle Drive, Suite 102, Albany, New York 12203, for a term from March 1, 2024 to February 28, 2025, for a total cost of \$2,812.00; and

WHEREAS, the Village of Freeport requires equipment necessary to implement an automated fingerprint system which can communicate electronically with the Nassau County Police Department; and

WHEREAS, the Livescan Fingerprinting System is critical in the processing of arrested persons and to maintain its reliability it requires routine maintenance; and

WHEREAS, the Village of Freeport requires an Agreement to maintain and support said equipment; and

WHEREAS, Idemia Identity and Security USA LLC (formerly known as Safran MorphoTrak, LLC), 14 Colombia Circle Drive, Suite 102, Albany, New York 12203 is the sole source provider of the maintenance and support for said equipment; and

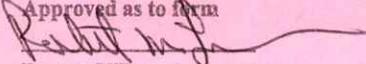
WHEREAS, this agreement will be in effect from March 1, 2025 to February 28, 2026 for a total cost of \$2,591.00 with a \$221.00 decrease from last year; and

WHEREAS, this expense is budgeted for in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board approves and Mayor be and hereby is authorized to execute any paperwork necessary to effectuate the Maintenance and Support Agreement with Idemia Identity and Security USA LLC, 14 Colombia Circle Drive, Suite 102, Albany, New York 12203, for a term from March 1, 2025 to February 28, 2026, for a total cost of \$2,591.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Michael J. Smith, Chief of Police February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on January 9, 2023, the Board approved the Maintenance and Support Agreement with Idemia Identity and Security USA LLC, 14 Colombia Circle Drive, Suite 102, Albany, New York 12203, for a term from March 1, 2023 to February 29, 2024, for a total cost of \$2,678.00; and

WHEREAS, the Village of Freeport requires equipment necessary to implement an automated fingerprint system which can communicate electronically with the Nassau County Police Department; and

WHEREAS, the Livescan Fingerprinting System is critical in the processing of arrested persons and to maintain its reliability it requires routine maintenance; and

WHEREAS, the Village of Freeport requires an Agreement to maintain and support said equipment; and

WHEREAS, Idemia Identity and Security USA LLC (formerly known as Safran MorphoTrak, LLC), 14 Colombia Circle Drive, Suite 102, Albany, New York 12203 is the sole source provider of the maintenance and support for said equipment; and

WHEREAS, this agreement will be in effect from March 1, 2024 to February 28, 2025 for a total cost of \$2,812.00 with an increase of \$134.00 from last year; and

WHEREAS, this expense is budgeted for in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, Board approve and Mayor be and hereby is authorized to execute any paperwork necessary to effectuate the Maintenance and Support Agreement with Idemia Identity and Security USA LLC, 14 Colombia Circle Drive, Suite 102, Albany, New York 12203, for a term from March 1, 2024 to February 28, 2025, for a total cost of \$2,812.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

In Favor

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T Kennedy, Mayor
FROM: Michael J Smith, Chief of Police
DATE: 01/21/2025
RE: Interaction Insight Corporation, Eventide

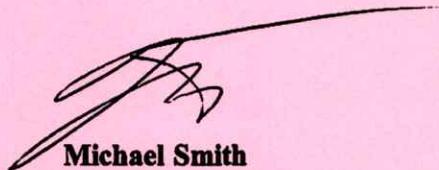
This is to request the renewal of a service contract with Interaction Insight Corporation for the Eventide 911, telephone, and radio recording system. This system is critical to police operations and routine maintenance. Coverage includes support from Monday to Friday, 9:00am to 5:00pm, and includes software updates.

This contract will be effect from 03/01/2025 – 02/28/2026.

The total cost for this contract is \$2,543.00 and is budgeted in account A312004 542800 – Service Contracts. This is a \$74 increase from last year.

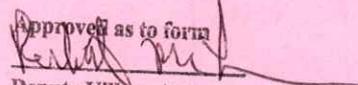
Interaction Insight Corporation (formally Value Added Voice Solutions) is located at 125 Half Mile Rd, Suite 200, Red Bank NJ, 07701. The point of contact is Tim Feldmann, 732-481-1301, tfeldmann@interactionic.com.

Should you have any questions or require additional information, please contact me at your convenience.



Michael Smith

Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department is requesting Board approval for the purchase of a maintenance plan for the Eventide radio and telephone recording system from Interaction Insight Corporation (formally Value Added Voice Solutions), 125 Half Mile Road, Suite 200, Red Bank, New Jersey 07701; and

WHEREAS, this system records telephone and radio transmissions made by the department; and

WHEREAS, the system was purchased and placed into service in September 2021; and

WHEREAS, coverage will include support for Monday to Friday, 9:00 am to 5:00 pm and includes software updates; and

WHEREAS, this renewal maintenance contract will be in effect from March 1, 2025 to February 28, 2026; and

WHEREAS, the total cost for this purchase is \$2,543.00 (with an \$74.00 increase from last year); and

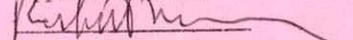
WHEREAS, this expense is budgeted for in account A312004 542800 Police-Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate the purchase of a maintenance plan for the Eventide radio and telephone recording system from Interaction Insight Corporation (formally Value Added Voice Solutions), 125 Half Mile Road, Suite 200, Red Bank, New Jersey 07701, for a term from March 1, 2025 to February 28, 2026, for a total cost of \$2,543.00.

The Clerk polled the Board as follows:

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

Approved as to form


Deputy Village Attorney

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

DIRECTIVE

TO: Michael J. Smith, Chief of Police February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Freeport Police Department is requesting approval for the purchase of a maintenance plan for the Eventide radio and telephone recording system from Interaction Insight Corporation (formally Value Added Voice Solutions), 125 Half Mile Road, Suite 200, Red Bank, New Jersey 07701; and

WHEREAS, this system records telephone and radio transmissions made by the department; and

WHEREAS, the system was purchased and placed into service in September 2021; and

WHEREAS, coverage will include support for Monday to Friday, 9:00 am to 5:00 pm and includes software updates; and

WHEREAS, this renewal maintenance contract will be in effect from March 1, 2024 to February 28, 2025; and

WHEREAS, the total cost for this purchase is \$2,469.00 (with an \$117.00 increase from last year); and

WHEREAS, this expense is budgeted for in account A312004 542800 Police-Service; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Mayor be and hereby is authorized to sign any documentation necessary to effectuate the purchase of a maintenance plan for the Eventide radio and telephone recording system from Interaction Insight Corporation (formally Value Added Voice Solutions), 125 Half Mile Road, Suite 200, Red Bank, New Jersey 07701, for a term from March 1, 2024 to February 28, 2025, for a total cost of \$2,469.00.

The Clerk polled the Board as follows:

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

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

TO: Robert T Kennedy, Mayor
FROM: Michael J Smith, Chief of Police
DATE: 01/21/2025
RE: SourcePass, Datto

This is to request the retroactive renewal of an annual service agreement with SourcePass, for "Datto" cloud backup and disaster recovery for multiple network servers. The agreement includes monitoring, management, support, and associated licenses for Datto.

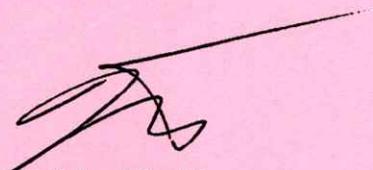
The service agreement will be in effect from 3/1/2025 to 2/28/2026.

The cost for this agreement is \$10,200.00 and is budgeted in account A312004 542800 - Service Contracts. This is a \$210 increase from last year.

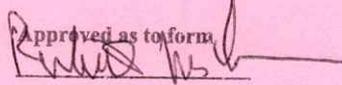
SourcePass is located at 515 Broadhollow Rd Suite 1400, Melville, NY 11747. The point of contact is Lisa Guerin, 631-306-1027, lguerin@sourcepass.com.

SourcePass, formerly known as Total Technology Solutions, has been on contract for consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years. SourcePass is New York Criminal Justice Information Systems (CJIS) certified. This certification mandates that all employees are fingerprinted and have had background checks completed. This ensures the security that is needed when accessing a sensitive law enforcement network.

Should you have any questions or require additional information, please contact me at your convenience.



Michael Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, on March 27, 2017, the Board approved the purchase of a network backup system and annual service agreement for the Freeport Police Department with Total Technology Solutions, for “Datto” cloud backup and disaster recovery for multiple network servers, including monitoring, management, support, and associated licenses for Datto; and

WHEREAS, Total Technology Solutions, now known as SourcePass, 515 Broadhollow Rd, Suite 1400, Melville, NY 11747, has been on contract for network security, consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years; and

WHEREAS, this contract will be in effect from March 1, 2025 to February 28, 2026; and

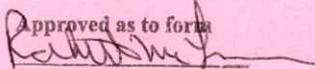
WHEREAS, the total cost for this contract is \$10,200.00 with an increase of \$210.00 from last year; and

WHEREAS, the total cost is budgeted in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a renewal of the annual service agreement for the network backup system between the Village of Freeport and SourcePass, 515 Broadhollow Rd, Suite 1400, Melville, NY 11747, for a total cost of \$10,200.00 for a term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Michael J. Smith, Chief of Police February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on March 27, 2017, the Board approved the purchase of a network backup system and annual service agreement for the Freeport Police Department with Total Technology Solutions, for "Datto" cloud backup and disaster recovery for multiple network servers, including monitoring, management, support, and associated licenses for Datto; and

WHEREAS, Total Technology Solutions, now known as SourcePass, 1895 Walt Whitman Road, Melville, New York, 11747, has been on contract for network security, consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years; and

WHEREAS, this contract will be in effect from March 1, 2024 to February 28, 2025; and

WHEREAS, the total cost for this contract is \$9,990.00, with an increase of \$672.00 from last year; and

WHEREAS, the total cost is budgeted in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a renewal of the annual service agreement for the network backup system between the Village of Freeport and SourcePass, 1895 Walt Whitman Road, Melville, New York 11747, for a total cost of \$9,990.00 for a term from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

cc:

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T Kennedy, Mayor
FROM: Michael J Smith, Chief of Police
DATE: 01/21/2025
RE: SourcePass, Network Service Contract

This is to request the renewal of a service contract with SourcePass, for maintenance and support of multiple network servers and related network equipment. It provides for a service response time of four (4) hours in the event of an emergency, 24 hours a day, 7 days a week.

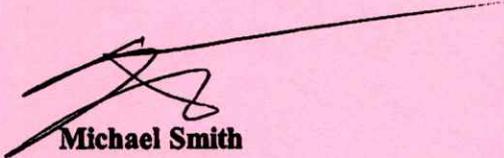
This contract will be in effect from 3/1/2025 to 2/28/2026.

The total cost for this contract is \$45,000 and is budgeted in account A312004 542800 - Service Contracts. The previous contract for service and maintenance was \$30,360, but did not include unlimited remote support. In the past three years, the Police Department has spent an average of \$12,375 annually on support hours in addition to the service contract. That additional cost would be eliminated with this updated contract, making this an increase of \$2,265.

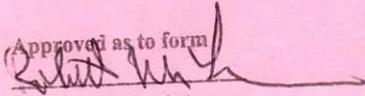
SourcePass is located at 515 Broadhollow Rd Suite 1400, Melville, NY 11747. The point of contact is Lisa Guerin, 631-306-1027, lguerin@sourcepass.com.

SourcePass, formerly known as Total Technology Solutions, has been on contract for consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years. SourcePass is New York Criminal Justice Information Systems (CJIS) certified. This certification mandates that all employees are fingerprinted and have had background checks completed. This ensures the security that is needed when accessing a sensitive law enforcement network.

Should you have any questions or require additional information, please contact me at your convenience.


Michael Smith

Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Freeport Police Department maintains network servers which require periodic maintenance; and

WHEREAS, the Freeport Police Department requests the approval of the service contract with Total Technology Solutions, now known as SourcePass, for support of multiple network servers, related network equipment and maintenance issues providing a service response time of four (4) hours in the event of an emergency, 24 hours a day, 7 days a week; and

WHEREAS, SourcePass, 515 Broadhollow Road, Suite 1400, Melville, NY 11747, has been on contract for network security, consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years; and

WHEREAS, this contract will be in effect from March 1, 2025 to February 28, 2026, for a total cost of \$45,000.00; and

WHEREAS, the previous contract for service and maintenance was \$30,360,00 but did not include unlimited remote support; in the past three years, the Police Department has spent an average of \$12,375.00 annually on support hours in addition to the service contract; that additional cost would be eliminated with this updated contract, making this an increase of \$2,265.00; and

WHEREAS, this service contract is budgeted in account A312004 542800- Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a service contract between the Village of Freeport and SourcePass, 515 Broadhollow Road, Suite 1400, Melville, NY 11747, for total cost of \$45,000.00, for a term from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form
Village Attorney
2/6/2025

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

DIRECTIVE

TO: Michael J. Smith, Chief of Police February 7, 2024
FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Freeport Police Department maintains network servers which require periodic maintenance; and

WHEREAS, the Freeport Police Department requests the approval of the service contract with Total Technology Solutions, now known as SourcePass, for support of multiple network servers, related network equipment and maintenance issues providing a service response time of four (4) hours in the event of an emergency, 24 hours a day, 7 days a week; and

WHEREAS, SourcePass, 1895 Walt Whitman Road, Melville, New York, 11747, has been on contract for network security, consulting and emergency service response for the critical network servers and infrastructure for over fifteen (15) years; and

WHEREAS, this contract will be in effect from March 1, 2024 to February 28, 2025, for a total cost of \$30,360.00; the previous contract for service and maintenance was \$ 18,154.00; but did not include the remote management tool, ESP, and antivirus program, SentinelOne; with these tools included, this is a decrease of \$5,302.00; and

WHEREAS, this service contract is budgeted in account A312004 542800- Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a service contract between the Village of Freeport and SourcePass, 1895 Walt Whitman Road, Melville, New York 11747, for total cost of \$30,360.00 for a term from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

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

TO: Robert T. Kennedy, Mayor
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works
DATE: January 31, 2025
RE: Architectural Services for Village Hall Emergency Response Center

The Village received a Homeland Security Grant in the amount of \$1,350,000.00 to add a second floor extension on the south side of Village Hall Police Department. There is a 25% Village match required for this grant. This extension will serve as an Emergency Response Center for the Freeport Police Department.

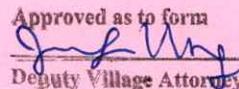
The Village requires the services of an Architectural firm to create detailed design and construction plans as well as prepare bid specifications for this extension. The Architectural firm would also review bids received and attend meetings regarding the project.

Zambrano Architectural Design, LLC, 410 Atlantic Avenue, Freeport, N.Y. 11520 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 design contract would be \$133,000.00. Funding will be provided in an anticipated capital account. This borrowing was approved by the Board of Trustees at the meeting on January 13, 2025.

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



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village received a Homeland Security Grant in the amount of \$1,350,000.00 to add a second floor extension on the south side of Village Hall Police Department; and

WHEREAS, there is a 25% Village match required for this grant; and

WHEREAS, this extension will serve as an Emergency Response Center for the Freeport Police Department; and

WHEREAS, the Village requires the services of an Architectural firm to create detailed design and construction plans as well as prepare bid specifications for this extension; the Architectural firm would also review bids received and attend meetings regarding the project; 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, Zambrano Architectural Design, LLC, 410 Atlantic Avenue, Freeport, N.Y. 11520, possesses those certain skills, knowledge, and expertise of a specialized nature; and

WHEREAS, the total estimated cost for this design contract would be \$133,000.00; and

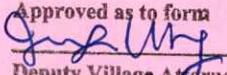
WHEREAS, funding will be provided in an anticipated capital account and was approved by the Board of Trustees at the meeting on January 13, 2025; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approves and Mayor be and hereby is authorized to sign any documentation necessary to approve the design contract with Zambrano Architectural Design, LLC, 410 Atlantic Avenue, Freeport, N.Y. 11520, for the estimated cost of \$133,000.00.

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

April 17, 2024 (Revised 7/22/24)

The Honorable Mayor Robert T. Kennedy
Village of Freeport
46 N Ocean Avenue
Freeport, NY 11520

**Re: Village of Freeport Police Department (VOF PD)
Proposed Building Expansion**

Dear Mayor Kennedy:

Our studio is delighted to submit our work proposal for this project. After last week's site visit, and briefing about the project program, the goals for the expansion of this facility are clear, as well as the design options to evaluate and consider. As requested, ZAD is to provide Architecture Design Services for the design and expansion of the existing Village of Freeport Police Department (VOFPD) building. This document will serve as an agreement between the Architect, Zambrano Architectural Design (ZAD) and The Incorporated Village of Freeport at 46 N Ocean Avenue, Freeport, Ny 11520.

We hope this proposal conveys our enthusiasm for the project and look forward to providing you with our services.



Scope of Services

The following preliminary workflow and outline represents all areas included in our scope of work for Architecture and Engineering (A/E) design and basic Interior Design services to be developed from Pre-design, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration phases. These services encompass the following:

- Field measurement and verification of existing site and building conditions.
- Development of a conceptual study for two schemes to be presented. The selected scheme will be developed and submitted for approval to the Village of Freeport Planning Board. **DONE**
- Design a proposed extension of the existing two-story and basement masonry VOFPD building to accommodate additional offices, conference room, and ancillary support spaces. This extension will connect the new structure with the existing one, at the first-floor level. The new building expansion will be of a single story. **DONE**
- All efforts will be made to allow the existing surrounding structures and underground vehicular entrance to remain and engage with the new building extension in a seamless manner. The VOFPD to confirm if the design will need to accommodate future additional floor(s) to design accordingly. **DONE**
- The coordination of architectural plans with other trades: Structural, MEPs, and other consultants, as required.
- The preparation and execution of design documents for Site Planning Board Approval and DOB submission to secure work permits with agencies having jurisdiction with the project.

A. Pre-Design

Prior to commencement of work, the ZAD team will verify existing site and building conditions. ZAD will field measure and document relevant information for the production of background technical drawings, prior to design work commencement. After documentation ZAD will:

- Program has been identified for the extension and scope zoning and building code requirements. VOF to verify with Fire Marshall if sprinklers are required under the new structure.

- Through preliminary zoning and building code analysis, ZAD will further design and Develop a conceptual study for two schemes to be presented to all stakeholders for the project including the Honorable Mayor Kennedy and the Chief Officer of VOF PD. One scheme will be selected for further development, based on comments received, construction cost and budget expectations. This has been done to a certain extent.
- The selected scheme will be submitted and presented (site plan, floor plans, elevations and one exterior architectural rendering) to the Village of Freeport Site Planning Board, for formal architecture review and approval. This has also been done to certain extent except for elevations, building sections and grade/height analysis.

B. Schematic Design

After Site Planning Board approval, ZAD will proceed to prepare schematic design drawings, adjust programmatic needs, and prepare plans as follows:

- Further develop preliminary site plan, floor plans, elevations, and exterior views as a modular construction in collaboration with EC Modular Buildings to present to all stakeholders for the project including the Honorable Mayor Kennedy and the Chief Officer of the VOF PD for evaluation and selection.
- Update architecture floor plans and reconcile VOF PD's program for expansion and interior upgrades on existing building (if required)
- Final updated architectural rendering of main exterior view.
- Identify preliminary Structural and MEP option selections and identify potential impact on design and space environment. **DONE**
- Identify potential risks, if applicable. VOF to verify with NC Fire Marshall if sprinkler system is required.
- Select Mechanical and Structural systems.

Two (2) project meetings to review Plans and documentation submitted.

C. Design Development

Upon approval of the Schematic Design plans, ZAD will proceed to develop and fix the scope of the project based on optimal structure construction and mechanical infrastructure. Update and coordinate Architecture, Structure, Mechanical and other consultants to refine project scope quality and design, these will include:

- Updated Architecture Space Base Plan based on approved Schematic Design drawings.
- Refine Design, confirm wall thickness composition with building floor plans and sections, selection of lighting, ceiling and flooring
- Continue coordinating and finalizing, Structural, MEP Design drawings and other consultants.
- Prepare Outline Specifications
- Finishes & Material Selections – exterior and interior.
- Finalize Code Review sheet (Building Code and Zoning analysis)

Two (2) project meetings to review Plans and documentation submitted.

D. Construction Documents

Upon approval of Design Development drawings, we will prepare final Construction Documents and specifications for the work specified above as per Schematic and Design Development drawings. This phase will include all the required architectural and coordinated engineering drawings and specifications, section details, and schedules required for construction and submission and approval by the Village of Freeport's Department of Buildings, other governing agencies having jurisdiction, and necessary for bidding and construction of the project. The plans will also conform to the latest Building Code of New York State, ADA, and the latest Zoning Ordinance of the agency having jurisdiction.



Our documents will include:

- Site Plan
- Zoning / Building Code Analysis / ADA Compliance
- Energy Conservation envelope compliance plans
- Floor Plans
- Exterior Elevations
- Building Sections
- Wall Sections and Details
- Basic Interior Elevations
- Basic Interior Finishes Schedule & Doors Schedule
- Lighting plan and Reflected Ceiling Plans (RCP)
- Building Sections
- Construction section and details
- Structural Plans (Foundation and Superstructure) ~~By Others~~
- MEP plans (Mechanical, Electrical, Plumbing and Fire Protection (SP/FA)) ~~By Others~~
 - Energy Compliance Plans
- Support of Excavation (if applicable, by others)

E. Bidding Phase

ZAD will provide a design bid package for distribution to selected Contractors, review the bids, prepare a leveling analysis of the trade breakdowns, and make recommendations necessary to select potential GC. Bid Packages will be submitted via PDFs. All hard copies/prints will be charged accordingly.

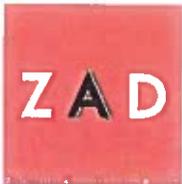
F. Construction Administration

During construction, ZAD will perform bi-weekly observation site visits to review the progress of the work, sign Request for Payments (if required) and provide clarifications to the General Contractor. We will also assist the Contractor by responding to Requests for Information (RFI) and sketches to address existing conditions. Coordinate structural and MEP submittals for distribution and approval of same. We estimate that the project will take at least 8 months to complete and have allocated up to 120 hours of the basic percentage fee for this phase of the project. Any time beyond this allocated time will be charged at the hourly rate mentioned on the attached general conditions. Additional field coordination site visits will be charged per diem as referenced in the additional services below.

ZAD will lead and manage the team of specialists to produce the required technical documentation required per each Design Phase.

Our services do not include the following:

- Architectural Survey of Property
- Hazardous Material Inspection and Reports (if required)
- MEP Exclusions and Additional Services
- Building Permits & Related Fees
- Expediting Services for processing and filing work permits and or securing approval, permit and sign-off.
- Support of Excavation (SOE) plans and filing
- Interior Design services (beyond basic services) to be negotiated via separate agreement if required.
- Mailings & Reproductions (these will be billed as reimbursable expenses)
- Special Design consultants, Audio/video and intercom systems, acoustical, building security systems and/or Building IT consultants.
- Additional Renderings will be charged at \$2,500 per image.
- Additional field construction site visits to be charged at \$600 per diem.



- Changes to plans and or revisions during any phase of this agreement after approval of same will be charged at the hourly rate noted in the General Conditions of this agreement.
- Any other filings not related to the Scope of Work in this agreement.

Cost of Services

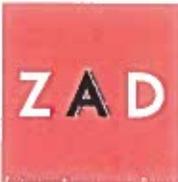
Our service fee to provide Architectural and Engineering (A/E) Design Services as outlined in this proposal is \$133,000 and will be distributed as follows:

Architecture

A. Schematic Design	10%	<u>\$9,650</u>
B. Design Development	20%	<u>\$19,300</u>
C. Construction Documents	40%	<u>\$38,600</u>
D. Bidding	5%	<u>\$4,825</u>
E. Construction Administration	25%	<u>\$24,125</u>
	100%	<u>\$96,500</u>

Structural Design Services \$20,500 (See attached)* -
Rabco Engineering PC *See additional Services

MEP Design Services \$16,000 (See attached)*
Emtec Consulting Engineers, DPC *See additional Services



Payment Schedule Our fee is based on the following payment schedule:

Retainer upon signing of Agreement	<u>20% of Basic Fee</u>	<u>\$26,600</u>
------------------------------------	-------------------------	-----------------

We will invoice for the percentage of all work completed monthly. Payments are due within 15 days of invoice. Please refer to the attached General Conditions which form part of this Agreement.

Additional Services

If additional services beyond the scope of this agreement are required, these services will be provided at the standard hourly rate referred to the attached General Conditions s upon authorization of the client.

Reimbursables

Reimbursable expenses include cost of reproduction and mailings. These will be billed at 1.2 times cost.

The terms of this proposal are subject to the attached General Conditions.

Thank you for your interest in working with Zambrano Architectural Design LLC. I am personally committed to exceeding your expectations and meeting all your timeliness, quality, and costs objectives for this project. We look forward to working with you in this and future endeavors.

Sincerely yours,

Willy Zambrano, FAIA, LEED AP, NCARB
 Principal

Accepted by Mayor Robert T. Kennedy Date

July 22, 2024

Mr. Willy Zambrano
ZAD Zambrano Architectural Design
410 Atlantic Ave
Freeport, NY 11520

phone: 516-327-0851
E-mail: willy@zambranoarchitects.com

re: Village of Freeport Police Department
Freeport, NY
Proposal No. 13042

Dear Willy:

In accordance with your request, we have prepared this proposal to provide engineering design services for the above referenced project as outlined below and subject to the conditions listed.

GENERAL PROJECT DESCRIPTION

This project involves the MEP design for expansion of the existing Police Department. There will be one single story addition of approximately 1,550 sqft.

This proposal is based upon the preliminary plan provided by your office, dated June 11, 2024.

SERVICES TO BE PROVIDED BY EMTEC

Our services shall include the following design disciplines:

- MECHANICAL
- ELECTRICAL
- PLUMBING (limited to sump pump – see below)

SCOPE OF DESIGN SERVICES

Emtec Consulting Engineers, DPC will provide engineering services in accordance with the provisions, terms and conditions of this proposal. Based upon our discussions, Emtec will provide design services in accordance with the local Building, Electrical and Fire Codes and ordinances. Construction documents will include design drawings suitable for filing, bid and construction.

Below illustrates a more in-depth description of our services associated with these disciplines:

General

- Survey existing site conditions as required.
- Code Review
- Prepare design documents for filing, bid and construction
- Prepare load letters to all utilities for incoming services for electric, gas, water, etc. as required
- Coordination meetings/conference calls with relevant design professionals and stake holders throughout the design process
- Incorporation of owner's design standards
- Prepare specifications for MEP installation work
- Construction Administration Services to include shop drawing review, site observation, responses to RFI's during bid and construction
- All design documentation limited to within 5' of building(s).

Mechanical

- Load calculations for HVAC
- Design new HVAC system(s) as required
- Size and provide duct distribution as required.
- Design of required exhaust systems as required.
- Design HVAC controls (local only)
- Provide Energy Calculations for compliance with Local Energy Conservation Code

Electrical

- Electrical load calculations
- Provide power distribution from existing electrical service and distribution equipment.
- Circuiting and switch control of basic lighting layout
- Layout and branch circuiting for all general receptacles and office equipment
- Energy calculations in accordance with building code

Plumbing

- Limited to showing storm sump pump (sized and specified by others)

PROJECT PHASES

Design Development Phase:

We will establish the type of system to be designed and identify if there are any special amenities or requirements that you would like to include in the design. Emtec will perform the necessary steps to gather sufficient information needed to establish the program for the specific mechanical requirements for each of the areas.

During this phase, we see the key elements to be:

1. Site survey & Assessment
2. Code Analysis
3. Review and coordination of architectural drawings
4. Initial contact with utilities, building departments and local fire marshal as required
5. Coordination meetings with architect and owner's consultants to review construction requirements
6. Layout available space and/or location for mep equipment
7. Obtain an understanding of the considerations of the architectural design, the client needs and preferences.
8. Review and agree on the design parameters for the HVAC systems
9. Identify and verify the required utility capacities

Prepare a 60% set of drawings and documents. identify space requirements and the relationship of the project components as well as suggesting locations for key components including utilities.

Construction Documents Phase

Emtec will provide a final set of contract documents, including specifications that detail all requirements for the construction of this project. Final documents will be submitted for review and final coordination will be performed with the architect and other design professionals. Upon receiving final comments from the owner/architect, we shall incorporate them into the final documents. Drawings and specifications will be finalized for filing, bid and construction.

Construction Administration

Emtec will provide the following services during this Phase:

- Participate in conference calls during construction (*as required*)
- Respond to RFI's from the field as required
- Review and approval of shop drawings
- Up to two (2) site visits for observation and issuance of field reports as to job progress.
- Perform one (1) final site visit upon completion of installation work for review and issuance of a punch list

DELIVERABLES

- Provide electronic copies of Mechanical, Electrical and Plumbing drawings at the end of each phase. Drawings leaving the office will be in PDF format or DWG format.
- Provide hard copies of drawings and specifications as requested.

EXCLUSIONS

The following items and design services are not included in the basic design services:

- AutoCAD architectural drawing files for backgrounds
- Structural design
- Interior and site lighting layout
- Plumbing design other than indicated above
- Demolition Plans (*if required*)
- Site work, storm drainage and sanitary design outside the building line
- All permit and expeditor fees
- Electrical service upgrade design (*Separate Fee Provided*)
- Fire Sprinkler design (*Separate Fee provided*)
- Fire Alarm design
- Fire pump design (*Separate Fee provided*)
- RPZ / Backflow prevention device(s) design (*Separate Fee provided*)
- All Filing and filing fees with Building Department, environmental & local agencies
- Generator design (*Separate Fee provided*)
- Commissioning (*Can provide separate fee upon request*)
- Energy Modeling (*Can provide separate fee upon request*)
- Cost Estimating
- Photovoltaic (PV) Engineering support & coordination (*if required, separate fee can be provided for interconnection and coordination with PV vendor*)
- LEED Certification or participation
- Work associated with asbestos removal and/or abatement

FEE

Our fee for this project shall be a **lump sum fee in the amount of \$16,000**. It shall be broken down as follows:

<u>PHASE</u>	<u>AMOUNT</u>
Retainer	\$ 1,600
Design Development Phase	8,000
Construction Documents Phase	2,900
Construction Administration	<u>3,500</u>
TOTAL	\$ 16,000

ADDITIONAL SERVICES

- Additional Construction Site Visits: \$ 750 / visit**
- Generator Engineering Design (gas): \$ 7,500**
- Fire Sprinkler design (new service for new addition only): \$5,200 (excludes document package for filing with Nassau County Fire Marshal)**
- Plumbing design (domestic water, sanitary, vent for new addition or renovated bathroom only, connecting to existing services): \$3,500**
- Fire Pump Design - \$4,600**
- RPZ/Backflow prevention Design - \$2,800 (per device) (if required interior, filing by others)**
- Electrical Service upgrade design - \$5,500**

All other design work outside the Scope of Work shall be provided on an hourly basis in accordance with the following Rate Schedule or on a lump sum basis once the scope of work is defined.

- Owner Design changes that occur after "Submission for Authority Review"
- Design changes resulting from "Value Engineering"
- Design changes that occur due to changes in the code
- Compensation related to additional services will be based on the included rate schedule which is subject to change annually.

HOURLY RATES

TITLE	HOURLY BILLING RATE
CEO PRESIDENT	\$ 285.00
MANAGING PARTNER	\$ 235.00
SENIOR ASSOCIATE ASSOCIATE PARTNER	\$ 210.00
ASSOCIATE PROJECT MANAGER	\$ 190.00
SR. ENGINEER SR. DESIGNER	\$ 175.00
ENGINEER DESIGNER	\$ 150.00
FIELD ENGINEER	\$ 125.00
CAD OPERATOR/DRAFTSMAN	\$ 115.00
ADMINISTRATIVE ASSISTANT	\$ 98.00

REIMBURSABLE SERVICES

Emtec shall be reimbursed at **actual cost plus 10%** for all direct expenses such as overnight mail, i.e. FedEx, reproduction, delivery, off-site reproductions, photographic charges, and any other expenses incurred by the Consultant in the course of work on the project.

PAYMENT TERMS & CONDITIONS

1. All professional fees described in the Scope of Services will be billed monthly based upon the percentage of design work complete, except when services are provided on a timecard and materials basis
2. If this proposal is signed as a contract and there is a substantial delay in the start of the contract work, the fees quoted herein are subject to review and possible increase
3. All reimbursable expenses will be billed monthly as they are incurred
4. All fees additional services will be billed on a time and materials expended basis
5. All invoices shall be deemed due within thirty (30) days of issue
6. This proposal and its conditions are valid for thirty (30) days
7. Any invoices unpaid after forty-five (45) days will be subject to an accrued interest at the rate of 1.5% per month
8. No offset of any kind is permitted, and all invoices are payable in full
9. Emtec has the right to terminate this engagement and cease all work if an invoice remains unpaid for more than seventy-five (75) days. Emtec will provide **ZAD Architectural Design** or others ten (10) days' notice of its intent to terminate this engagement and if all outstanding invoices are not paid within the next ten-day period.
10. Emtec reserves the right to require payment of all outstanding invoices prior to submission of documents to governing jurisdiction
11. **ZAD Architectural Design** shall not commence and waives the right to commence legal action or proceeding for losses or damages sustained should it be necessary for Emtec to terminate work for failure of payment as outlined herein.

OTHER CONDITIONS

Coordination

1. We will coordinate with all governmental agencies and incorporate all necessary requirements into our design.
2. With respect to site visits during construction, it shall be the responsibility of the contractor/owner representative to notify Emtec at appropriate times throughout construction to perform the site observation. These shall generally occur at rough-in stages, prior to closing walls, floor excavations, ceilings, etc.
3. This proposal is based upon a construction administration schedule of **ten (10)** months from the date of award of contract. Should the project construction schedule extend beyond that duration, Emtec shall be entitled to additional construction administration services fees on the basis of time charges.

CAD Standards

1. The drawing will be AutoCAD format
2. Drawing scales may change to suit the engineer's requirements for proper design intent.
3. Any updates from the architect will require revision bubbles to specify the changes in order to help keep response time for these changes to a minimum.

Schedule

1. Project scheduling will be assigned once this proposal has been accepted in writing, signed by both parties.

Ownership of Documents

Emtec Consulting Engineers. DPC shall retain full rights of ownership to all drawings and specifications produced by their office and employees during the course of the scope of this project.

Further, the drawings and specifications produced under this agreement shall neither be used nor altered by *ZAD Architectural Design* or others or any party except by express written consent by Emtec Consulting Engineers. DPC.

Termination

Should *ZAD Architectural Design* wish to terminate this contract for any *ZAD Architectural Design* will be responsible to notify Emtec Consulting Engineers, DPC of such cancellation by certified mail. Upon receipt of such cancellation notice, *ZAD Architectural Design* shall only pay for the services rendered up to that point.

FINAL

This proposal set forth our understanding of the scope and terms of this project. We look forward to the opportunity to work with you on this project. Should you have any questions or require additional information, please do not hesitate to contact me 631.981.3990 ext. 242.

If this proposal is acceptable, please sign and return to this office. Upon being signed by an authorized signature of both parties, this will be deemed to be a contract and binding to both parties.

Accepted:

Emtec Consulting Engineers, DPC

By:

Paul Freeman

Paul Freeman

(Print Name)

Title: Associate Partner

Date: July 22, 2024

Accepted:

ZAD Architectural Design

By:

(Print Name)

Title: _____

Date: _____

July 22, 2024



ZAMBRANO ARCHITECTURAL DESIGN, LLC

Architecture
Space Planning
Interior Design

ZAMBRANO ARCHITECTURAL DESIGN, LLC GENERAL CONDITIONS

ARTICLE 1 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3 Except for the licenses granted in Section 1.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 2 DISPUTE RESOLUTION

§ 2.1 MEDIATION

§ 2.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 2.1.2 The Owner and Owner's Representative (Consultant) shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.



ZAMBRANO ARCHITECTURAL DESIGN, LLC

Architects
Space Planning
Interior Design

§ 2.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 2.2 ARBITRATION

§ 2.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 2.1.

§ 2.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 2.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 2.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Consultant, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 2.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 2.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Consultant and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 3.

ARTICLE 3 TERMINATION OR SUSPENSION

§ 3.1 If the Owner fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, prior to suspension of services, the Consultant shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 3.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 3.3 If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.



ZAMBRANO ARCHITECTURAL DESIGN, LLC

Architecture
Space Planning
Interior Design

§ 3.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 3.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant for the Owner's convenience and without cause.

§ 3.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 3.7.

§ 3.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant.

ARTICLE 4 MISCELLANEOUS PROVISIONS

§ 4.1 This Agreement shall be governed by the law of the principal place of business of the Consultant.

§ 4.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

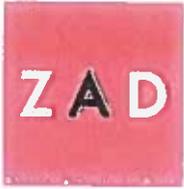
§ 4.3 To the extent damages are covered by property insurance during construction, the Owner and Consultant waive all rights against each other and against the contractors, other consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Consultant, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.4 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 4.5 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

§ 4.6 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

§ 4.7 Unless otherwise provided in this Agreement, the Consultant and Consultant 's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.



ARTICLE 5 PAYMENTS TO THE ARCHITECT

§ 5.1 REIMBURSABLE EXPENSES

§ 5.1.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .6 reimbursable expenses;
- .7 other similar direct Project-related expenditures.

§ 5.2 PAYMENTS WITHHELD

No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Consultant has been adjudged to be liable.

ARTICLE 6 BASIS OF COMPENSATION

§ 6.1 COMPENSATION FOR ADDITIONAL SERVICES

§ 6.1.1 For Additional Services of the Architect excluding services of consultants, compensation shall be computed as follows:
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Principal	\$375/hr
Project Design Architect	\$250 /hr
Associate Senior Project Manager	\$185/hr
Technical Coordinator	\$145/hr
Junior Designer	\$110/hr
Administrative	\$95/hr

§ 6.1.2 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services, a multiple of One and two-tenths (1.20) times the amounts billed to the Consultant for such services.
(Identify specific types of consultants in Article 12, if required.)

§ 6.2 REIMBURSABLE EXPENSES

For Reimbursable Expenses a multiple of One and two-tenths (1.20) times the expenses incurred by the Architect, the Consultant 's employees and consultants directly related to the Project.

§ 6.3 ADDITIONAL PROVISIONS

§ 6.3.1 If the Basic Services covered by this Agreement have not been completed within Twelve (12) months of the date hereof, through no fault of the Consultant, extension of the Consultant 's services beyond that time shall be compensated as provided in Section 6.1.1.

§ 6.3.2 Payments are due and payable Fifteen (15) days from the date of the Consultant's invoice. Amounts unpaid Seven (7) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.



ZAMBRANO ARCHITECTURAL DESIGN, LLC

Architecture
Space Planning
Interior Design

(Insert rate of interest agreed upon.)

18.00% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Consultant's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 6.3.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Consultant.

July 23, 2024

Mr. Willy Zambrano, RA, FAIA
ZAD Architecture
410 Atlantic Avenue
Freeport, New York 11520

**Re: Engineering Proposal- New Freeport Police Station Elevated Addition
 Engineer Foundation and Structural Framing
 46 North Ocean Avenue; Freeport, New York**

Dear Willy,

The following proposal for Engineering services is offered relative to the above referenced property:

Basic Services

- Engineer initial site review/ inspection (conducted May 8, 2024)
- Engineer review of initial drawings by ZAD Architecture, surveys, soil borings, and other existing
- follow up site visit meeting at Mayor's off (conducted July 22, 2024)
- Engineer review existing as built and conditions for new elevated approximate 1600 SF elevated addition.
- Engineer review of and preparation of foundation layout and design including pile supported foundation where required
- Structural review and comments of modular framing drawings (reviewed and approved by NY State and product Engineer for compliance with existing conditions and Village of Freeport requirement
- Coordination with Architectural, mechanical, and electrical consultants
- structural detailing, specifications, and full structural analysis for foundation and upper framing design
- markup of developed Architectural drawings of foundation/ (drafting by ZAD)
- Engineer final markups and sign/ seal structural drawings
- all work to be in compliance with Village of Freeport and 2020 NY State Building code
- Post design services (with 30 hour allowance) shall include Engineer review of documents, attendance at meetings, consultations with Project participants, review of foundation and structural steel shop drawings, periodic site inspections for structural work
- Engineer final inspections and certification of structural work sing-offs.

Additional Services

- Design or specifications for any additional work if requested
- Other additional inspections or Engineering services as required or requested by Client and/or Building Dept.
- Any other agency filing and approvals, fees, reproductions
- Any zoning, variance requirements, or other building dept compliance issues

Re: **Engineering Proposal- New Freeport Police Station Elevated Addition
Engineer Foundation and Structural Framing
46 North Ocean Avenue; Freeport, New York** page 2

Client Responsibilities

- Access to site
- Procurement of any existing survey, soil borings, plans/drawings, shop drawings or other available information
- Any additional specialized testing requirements
- Building department preparation of applications, filing, and plan approvals
- Building dept. filing fees, NYS DEC fees and any other direct costs.
- Coordination with any required Building Dept. inspections
- Allowable use of existing CADD drawings by Architect
- Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and subconsultants at the site shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing superintending, or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any General Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer, and the Engineer's consultants shall be indemnified and shall be made an additional insured under the General Contractor's general liability insurance policy. It is further understood and agreed that the Engineer has no responsibility for job site safety pursuant to section 200, 240, and 241(6) of the New York Labor Law

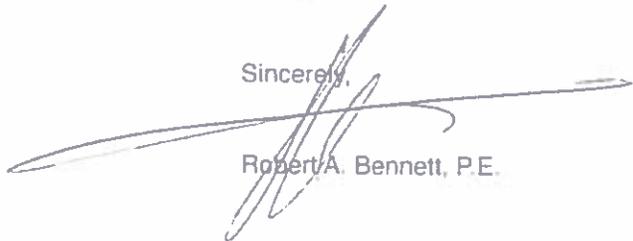
Compensation

Fees for Basic services is \$20,500 (twenty thousand five hundred dollars) payable as follows:

Total fees	\$20,500
Retainer	\$ 5,500
Upon completion <u>Design Phase</u> and sealing of foundation and structural steel framing drawings	\$ 7,500
Upon completion of Construction Phase structural work and final Engineer certification	\$ 7,500

Additional Engineering services, if requested, would be billed at an hourly rate of \$275. Thank you for your consideration and feel free to call with any questions or comments.

Sincerely,


Robert A. Bennett, P.E.

RAB/cm

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

To: Mayor Robert Kennedy

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

Date: January 30, 2025

RE: COLLECTION OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

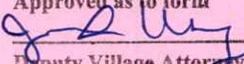
The Village currently has approximately 8,321 primary users for the collection of municipal solid waste with an additional 770 secondary users (multi-family houses). Due to increased disposal tonnage, it is estimated that our overall disposal cost will increase by approximately \$250,000.00 for fiscal year ending 2026. In order to account for this increased cost for waste collection the Village must consider an increase to the User Fee. The proposed increase for the User Fee would be as follows:

<u>Residential</u>	<u>Current Rate</u>	<u>New Rate</u>
Single family Residence	\$536.00 per year	\$565.00 per year
Two Family Residence	\$1,054.00 per year	\$1,112.00 per year
Three Family Residence	\$1,572.00 per year	\$1,659.00 per year
Four Family Residence	\$2,090.00 per year	\$2206.00 per year
Per unit cost for over Four Family Residence	\$518.00 per year	\$565.00 per year

<u>Commercial</u>	<u>Current Rate</u>	<u>New Rate</u>
Single business (MSW pick up two times a week)	\$536.00 per year	\$565.00 per year
Single business (exceeding max. allowance x 2)	\$1,006.00 per year	\$1,112.00 per year
Single business (exceeding max. allowance x 3)	\$1,572.00 per year	\$1,659.00 per year
Single business (exceeding max. allowance x 4)	\$2,090.00 per year	\$2206.00 per year
Single business (MSW pick up four times a week)	\$1,054.00 per year	\$1,112.00 per year
Collection of Corrugated Cardboard	\$250.00 per year	\$275.00 per year



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on July 26, 2021, the Board awarded the bid of Collection of Municipal Solid Waste and Recyclable Materials 2022 to Alpha Carting and Contracting Service Inc., 70 Princess Avenue, Bayshore, New York, 11706, in the amount of \$1,966,761.12 per year (with an annual increase each year based on the yearly Consumer Price Index) for the term March 1, 2022 through February 28, 2027, with a possible five year extension; and

WHEREAS, the Village currently has approximately 8,321 primary users for the collection of municipal solid waste with an additional 770 secondary users (multi-family houses); and

WHEREAS, due to increased disposal tonnage, it is estimated that our overall disposal cost will increase by approximately \$250,000.00 for the fiscal year ending 2026; and

WHEREAS, in order to account for this increased cost for waste collection, the Village must consider an increase to the Sanitation User Fee; and

WHEREAS, the proposed increase for the Sanitation User Fee would be as follows:

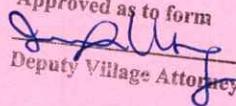
<u>Residential</u>	<u>Current Rate</u>	<u>New Rate</u>
Single family Residence	\$536.00 per year	\$565.00 per year
Two Family Residence	\$1,054.00 per year	\$1,112.00 per year
Three Family Residence	\$1,572.00 per year	\$1,659.00 per year
Four Family Residence	\$2,090.00 per year	\$2206.00 per year
Per unit cost for over Four Family Residence	\$518.00 per year	\$565.00 per year

<u>Commercial</u>	<u>Current Rate</u>	<u>New Rate</u>
Single business (MSW pick up two times a week)	\$536.00 per year	\$565.00 per year
Single business (exceeding max. allowance x 2)	\$1,006.00 per year	\$1,112.00 per year
Single business (exceeding max. allowance x 3)	\$1,572.00 per year	\$1,659.00 per year
Single business (exceeding max. allowance x 4)	\$2,090.00 per year	\$2206.00 per year
Single business (MSW pick up four times a week)	\$1,054.00 per year	\$1,112.00 per year
Collection of Corrugated Cardboard	\$250.00 per year	\$275.00 per year

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 approve the increase to the Sanitation User Fee as set forth above.

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
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: January 31, 2025

RE: Parking Restrictions on Brookside Avenue

We have reviewed a request from Freeport Public Schools for temporary parking restrictions on the west side of Brookside Avenue, north of Merrick Road, and find the restrictions to be warranted.

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

Sec. 41. Parking prohibited at all times unless otherwise designated.

REMOVE:

Brookside Avenue, South, west side, beginning at the northerly curblines of the north driveway entrance to Freeport High School and continuing for a distance of 95 feet in a northerly direction, from 6:00 a.m. to 4:00 p.m.

Brookside Avenue, South, west side, from Sunrise Highway to West Merrick Road.

Sec. 36. Commuter Parking: Areas designated, tag required.

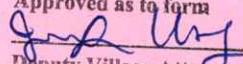
ADD:

(c) Brookside Avenue, south, west side, beginning at a point 60 feet north of the northerly curb line of West Merrick Road and continuing north for a distance of 645 feet.

It is also recommended that this Vehicle and Traffic Regulation revert to the aforementioned restrictions of **Sec. 41. Parking prohibited at all times unless otherwise designated.** on July 1, 2025.



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

Approved as to form

Deputy Village Attorney

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

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

Sec. 41. Parking prohibited at all times unless otherwise designated.

REMOVE:

Brookside Avenue, South, west side, beginning at the northerly curbline of the north driveway entrance to Freeport High School and continuing for a distance of 95 feet in a northerly direction, from 6:00 a.m. to 4:00 p.m.

Brookside Avenue, South, west side, from Sunrise Highway to West Merrick Road.

Sec. 36. Commuter Parking: Areas designated, tag required.

ADD:

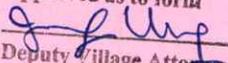
(c) Brookside Avenue, south, west side, beginning at a point 60 feet north of the northerly curb line of West Merrick Road and continuing north for a distance of 645 feet.

It is also recommended that this Vehicle and Traffic Regulation revert to the aforementioned restrictions of **Sec. 41. Parking prohibited at all times unless otherwise designated.** on July 1, 2025.

The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 10th day of February, 2025.

Approved as to form

Deputy Village Attorney

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

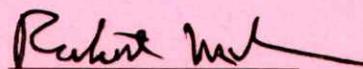
TO: Robert T. Kennedy, Mayor
FROM: Howard E. Colton, Village Attorney
DATE: February 4, 2025
RE: License agreement Heritage Jaguar of Freeport Inc.

Our office is requesting that the Village Board retroactively approve the attached agreement to license space at the property located at 9 North Long Beach Ave., Freeport, New York. The location being licensed is west of the Village of Freeport OEM Building. A description of the location being licensed is within the license agreement. Heritage Jaguar of Freeport Inc. place of business is 146 West Sunrise Highway, Freeport, NY. License is to commence February 1, 2025

The licensee will pay the Village of Freeport \$17,156.00 per month for 35,132 square foot of land to be used. The 35,132 square feet being licensed includes \$25,000 square feet of land presently being licensed by the licensee and 10,152 additional square feet being licensed by the licensee. This license is intended to extend the prior license and add additional land proposed to be licensed in one license agreement.

The Lessee shall pay an additional \$6.00 per square foot for any space used over 35,132 square feet.

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



Howard E. Colton

Village Attorney

By: Robert McLaughlin

Deputy Village Attorney

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

WHEREAS, the Village Attorney's Office is requesting Board approval for the License Agreement between the Village of Freeport and Heritage Jaguar of Freeport, Inc. ("Licensee"), to license space at the property located at 9 North Long Beach Avenue, Freeport, New York, 11520; and

WHEREAS, the location being licensed is west of the Village of Freeport OEM Building; and

WHEREAS, Heritage Jaguar of Freeport Inc., place of business is 146 West Sunrise Highway, Freeport, New York, 11520; and

WHEREAS, the Licensee will pay the Village of Freeport \$17,156.00 per month for 35,132 square foot of land to be used; and

WHEREAS, the 35,132 square feet being licensed includes 25,000 square feet of land presently being licensed by the licensee and 10,152 additional square feet being licensed by the licensee; and

WHEREAS, this license is intended to extend the prior license and add additional land proposed to be licensed in one license agreement; and

WHEREAS, the Lessee shall pay an additional \$6.00 per square foot for any space used over 35,132 square feet; and

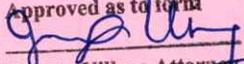
WHEREAS, the License commences retroactive to February 1, 2025; and

NOW THEREFORE BE IT RESOLVED, that the Board approves and the Mayor be authorized to execute a retroactive license agreement with Heritage Jaguar of Freeport, Inc. ("Licensee"), place of business, 146 West Sunrise Highway, Freeport, New York, 11520, to license space at 9 North Long Beach Avenue, Freeport, New York, 11520, for the cost of \$17,156.00 per month for 35,132 square foot of land to be used, and pay an additional \$6.00 per square foot for any space used over 35,132 square feet, beginning retroactive to February 1, 2025.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
LICENSE AGREEMENT BETWEEN THE INC. VILLAGE OF
FREEPORT AND HERITAGE JAGUAR OF FREEPORT, INC.**

WHEREAS, the Village has negotiated a license agreement with HERITAGE JAGUAR OF FREEPORT, INC.:

**LICENSE AGREEMENT
PORTION OF THE FREEPORT
OEM AREA**

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees authorizes the Mayor to execute this agreement with HERITAGE JAGUAR OF FREEPORT, INC..

This License Agreement ("License" or "License Agreement") made as of this ___ day of January ___ 2025 between the Village of Freeport, a municipal corporation having its principal office at 46 North Ocean Avenue, Freeport, New York, 11520 ("Village") and HERITAGE JAGUAR OF FREEPORT, INC. ("Licensee"), a New York domestic company having its principal office at 146 West Sunrise Highway Freeport, New York 11520.

WHEREAS, the Incorporated Village of Freeport (hereinafter "Village") desires to provide a portion of the area most commonly known as the OEM Building and as more fully delineated within the attached Exhibit "A"; and

WHEREAS, the Licensee desires to operate the Licensed Premises in accordance with the terms set forth herein; and

WHEREAS, the Village and Licensee entered into a License Agreement on or about January 22, 2024. This License shall serve as a successor agreement and total square footage in the January 22, 2024 agreement is incorporated in the instant agreement; and

WHEREAS, the Village and Licensee desire to enter into a License Agreement specifying rights and obligations with respect to the operation and maintenance of the Licensed Premises; and

NOW THEREFORE, in consideration of the premises and covenants contained herein, the parties hereby do agree as follows:

I. Definitions

1.1 As used throughout this License Agreement, the following terms shall have the meanings set forth below:

(a) "Freeport" or "Village" shall mean the Incorporated Village of Freeport, its departments and political subdivisions.

- (b) "Mayor" shall mean the Mayor of the Incorporated Village of Freeport and/or his designee.
- (c) "Treasurer" shall mean the Treasurer for the Incorporated Village of Freeport.
- (d) "DPW" shall mean the Department of Public Works for the Incorporated Village of Freeport.
- (e) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Licensee.
- (f) "Fixed Equipment" shall mean any property affixed in any way to Licensed Premises, whether or not removal of said equipment would damage Licensed Premises.
- (g) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to Licensed Premises subsequent to the date of execution of this license.
- ii. "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and
- iii. Additional Fixed Equipment jointly and severally.
- (h) "Substantial Completion" or "Substantially Complete" shall mean that the Village certifies that an improvement to the Licensed Premises has been completed substantially in accordance with the plans, specifications, schematics, working and mechanical drawings that have been approved by the Village, notwithstanding that minor work remains to be completed, and that the improvement may be utilized by the public.
- (i) "Final Completion" or "Finally Complete" shall mean that the construction of an improvement to the Licensed Premises has been completed to such an extent that the Village certifies in writing that it has been finally completed and no further work is required by Licensee pursuant to this Agreement in connection with the construction of said improvement. Notwithstanding the issuance of any such certification, Licensee shall be responsible for any obligations (including maintenance, repair, and indemnity) set forth in the Agreement.
- (j) "Year" or "Operating Year" shall both refer to the period between the Commencement Date in any calendar year and the last day of the month of the anniversary month of the Commencement Date in the following calendar year.
- (k) "Licensed Premises" shall mean the area on Exhibit A, so designated and any improvements constructed thereon.
- (l) "Capital Improvements" shall mean all construction, reconstruction or renovation of the Licensed Premises, including architectural and design fees necessary to implement the Capital Improvements as specified in the schedule of capital improvements attached as Exhibit B. Capital Improvements also include installation of all "Fixed Equipment", as that term is defined in this Section, which the Licensee installs or causes to be installed on the Licensed Premises. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Licensed Premises. Licensee must secure written permission from the Mayor to perform any Capital Improvements on the premises.
- (m) "License Fee" – The monthly fee paid to the Licensor for the use of the License.
- (n) "Code" shall mean the "Code of the Inc. Village of Freeport", as may be amended, unless the context clearly shows otherwise.
- (o) "Village Board" or "Board" shall mean the Board of Trustees of the Inc. Village of Freeport.

II. GRANT OF LICENSE

2.1 Village hereby grants to Licensee and Licensee hereby accepts from Village the License to operate and manage that portion of the Licensed Premises for the use. It is hereby understood and agreed that the use of these Premises shall be for the purpose of storing automobiles. ,

2.2 Licensee shall obtain any and all approvals, permits, and other licenses required by federal, state, and county laws, rules, regulations which are or may become necessary to operate the Licensed Premises in accordance with the terms of the License. Whenever any act, consent, approval or permission is required of the Village under this License, the same shall be valid only if it is, in each instance, in writing and signed by the Mayor, or his/her duly authorized representative,. No variance, alteration, amendment or modification of this instrument shall be valid or binding upon the Village or their agents, unless the same is, in each instance, in writing and duly signed by the Mayor or his/her duly authorized representative.

2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Licensee, but that during the Term of the License, Licensee shall have the use of the Licensed Property only so long as each and every term and condition in this License is not terminated by the Village.

2.4 Licensee shall provide, at all times, free access to the Licensed Premises to the Mayor or his/her representatives and to the County, State or Federal officials having jurisdiction, for inspection purposes.

III. TERM OF LICENSE

3.1 This License shall begin upon the execution of this Agreement by the Mayor and delivery of said Agreement to the Licensee, ("Commencement Date"). Thereafter this License shall continue for a one year period measured from the start of the first whole month after the Commencement Date and continue until the last day of the last month, unless terminated earlier as herein provided.

Termination for Cause:

3.2 Should Licensee breach or fail to comply with any of the provisions of this License, any federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises with regard to any and all matters, Village may, in writing, order Licensee to remedy such breach or comply with such provision, law, rule, regulation or order, and further indicate in the writing that failure to comply is a material breach of the License and will result in termination of the License, and in the event that Licensee fails to comply with such written notice within sixty (60) days from the mailing thereof, subject to unavoidable delays beyond reasonable control of Licensee, then upon a resolution of the Village Board, this License shall terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, Village, by resolution of the Board and by notice in writing, may revoke and terminate this License such revocation and termination to be immediately effective on the mailing thereof.

(a) The following shall constitute events of default for which this License may be terminated upon seventy-two (72) hour notice, without the requirement of action by the Village Board:

- i. Appointment of any receiver of Licensee's assets;
- ii. The making of a general assignment for the benefit of creditors;
- iii. The occurrence of any act which operates to deprive Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the License;
- iv. The levy of any attachment or execution which substantially interferes with Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty days;
- v. Licensee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; nothing contained in paragraphs (a) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which Village may terminate this License. The Mayor, the Village, its employees and agents shall not be liable for damages to Licensee in the event that this Licensee is terminated by Village under this provision.

3.3 Upon expiration or sooner termination for cause under Paragraph 3.2 of this License by Village, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against Mayor or Village. Termination for cause under Paragraph 3.2 shall be subject to the amortization of Capital Improvements provisions of this License.

3.4 In the event Village terminates this License for reasons related to Paragraph 3.2 or above, any property of the Licensee on the Licensed Property may be held and used by Village in order to operate the License during the balance of the calendar year and may be held and used thereafter until the indebtedness of the Licensee hereunder, at the time of termination of this License is paid in full.

3.5 Licensee agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by Village. Village reserves the right to take immediate possession of the Premises.

3.6 Licensee shall, on or prior to the expiration or sooner termination of License, remove all personal possessions from the Premises. Licensee acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this License is intended by Licensee to be abandoned. Licensee shall remain liable to the Village for any damages; including lost revenues and the cost of removal or disposal of property should Licensee fail to remove all possessions from the Premises on or before the expiration or termination date.

IV. PAYMENT TO VILLAGE

4.1 Payment: Notwithstanding any other provisions to the contrary, payment of the license fee shall be due upon the execution of this contract and the 1st of the each and every subsequent month. Calculation of the licensee payment is the use of 35,132 square feet at \$6.00 per square foot. Such payment being at \$17,156.00 per month or \$210,912 annually.

4.2 Deposit: A deposit check in the amount equal to two (2) month's rent shall accompany the executed license. Such deposit shall represent the equivalent of two (2) months of the license fee. Such deposit being due upon signing.

4.3 Late Charges: Late Charges shall be assessed on any payment that is overdue for more than thirty (30) days. In the event that payment of License Fees or other charges shall become overdue for thirty (30) days following the date on which such fees are due and payable as provided in this License Agreement, a late charge of one percent (1%) per month on the sums so overdue (computed on a thirty (30) day month) from the date they were due and payable shall become immediately due and payable to the Village as liquidated damages for the administrative cost and expenses incurred by Freeport by reason of Licensee's failure to make prompt payment and said late charges shall be payable by Licensee without notice or demand.

If such late fee(s) and all arrears shall be added thereto and shall be payable and collectable with the next monthly license fee installment. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure by Freeport to bill Licensee for late charges shall constitute a waiver by Freeport of such late charges of his/her right to enforce the provisions of this Article. If any local, state or federal law or regulation which limits the rate of interest which can be charges pursuant to this Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulations.

4.4 The License Fees shall be made payable to the Village of Freeport mailed by the due date to the Village Treasurer, at 46 North Ocean Avenue, Freeport, NY, 11520.

V. CAPITAL IMPROVEMENTS

5.1 If Licensee desires to complete certain Capital Improvements, and specified in the schedule of capital improvements attached as Exhibit "A". Licensee shall submit all plans to Village for approval.

5.2 Licensee shall perform and complete all such Capital Improvements at its sole cost and expense and in accordance with designs and plans approved by Village and other governmental agencies having jurisdiction. The Licensee shall make no other Capital Improvements or alterations without the prior written consent of the Village.

5.3 Pursuant to the Schedule of Capital Improvements, Licensee shall pay all applicable fees and shall submit to Village and all other governmental agencies having jurisdiction, for prior approval, all plans, specifications, schematics, working and mechanical drawings, which shall be signed and sealed by a New York State Registered Architect or Licensed Professional Engineer. All plans, specifications, schematics, and working and mechanical drawings shall be in such detail

as Village shall require. All work shall be undertaken in accordance with the plans, specifications, schematics, and working and mechanical drawings approved in writing in advance to the Village.

5.4 For any Capital Improvements commenced under this License, Licensee shall apply for applicable permits from the appropriate governmental authorities. Licensee shall commence Capital Improvements only after the issuance of a construction permit from the appropriate governmental authorities and a properly issued building permit from the proper issuing authority. Licensee shall notify DPW of the specific date on which construction shall begin.

5.5 During performance of the Capital Improvements and up to the date of Final Completion, Licensee shall be responsible for the protection of the finished and unfinished Capital Improvements against any damage, loss or injury. In the event of such damage, loss or injury, Licensee shall promptly replace or repair such Capital Improvements at its sole cost and expense.

5.6 Licensee shall perform all Capital Improvements in accordance with all Federal, State, County, Town and Village rules, regulations, and industry standards, and with materials as set forth in the approved plans, specifications, schematics, working and mechanical drawings. All equipment and materials installed as part of the Capital Improvements shall be free of defects, of the best grade quality, suitable for the purpose intended and furnished in ample quantities to prevent delays. Licensee shall obtain all manufacturer's warranties and guarantees for all such equipment and material if applicable.

5.7 Licensee shall provide the Village with discharges for any and all liens, which may be levied against the Capital Improvements during construction of such improvements. Licensee shall use its best efforts to discharge such liens within thirty days of receipt of lien by Licensee.

5.8 Licensee shall promptly repair, replace, restore, or rebuild as the Village reasonably may determine, items of Capital Improvements in which defects of materials, workmanship or design may appear or to which damages may occur because of such defects during the one-year period subsequent to the date of the Final Completion of such Capital Improvements. Failure to comply with this shall constitute a default and may result in the termination of this License.

5.9 Title to all construction, renovation, improvements, and fixtures made to the Licensed Premises shall vest in and thereafter belong to the Village. However, Licensee shall not under any circumstances be required to remove heating, plumbing, air conditioning, electrical wiring, elevators, windows and ventilation fixtures. However, any leased equipment including but not limited to: stove, ice machines, cooking equipment, etc. shall not vest or belong to the Village or equipment not permanently affixed to the premises, such tools, equipment, cash registered or vending machines, etc. Any leased equipment shall be noticed to the Village on a schedule of leased equipment, and Licensee shall hold the Village harmless against any claim made by a holder of a security interest in any equipment, leased or otherwise, used at the licensed premises.

5.10 Capital Improvements, even if title has vested in the Village, shall be subject to a seven year straight line monthly amortization reimbursement to the Licensee should the License be terminated for cause pursuant to Paragraph 3(a), or if the License is not renewed, such that the licensee is entitled to be reimbursed by the Village for the remaining amortized value of the Capital Improvement as valued on the date of termination, said amortization beginning with the first whole month after Final Completion of the Capital Improvement and continuing for eighty four months, straight line, to a zero value, except that Capital Improvements completed during the third period shall be amortized on a schedule that completes in the final month of the third period. Licensee shall not be entitled to be reimbursed for Capital Improvements made to replace damaged or destroyed Capital Improvements to the extent of any insurance or third party payment. Freeport reserves the right to audit the stated value of any Capital Improvement to establish the value for amortization purposes. If Licensee's valuation is \$5,000.00 more than Freeport's valuation for the capital item, then Freeport reserves the right to use a request for proposal process and/or use Freeport's procurement procedures to acquire the capital item on behalf of the Licensee.

5.11 Freeport at its discretion may require a performance bond for the full or partial cost of any capital improvement.

VI. MAINTENCE, SANITATION AND COVID-19

6.1 Licensee shall, at its sole cost and expense and to the satisfaction of Village, put, keep, repair and preserve in good order all interior and exterior components of the Licensed Premises under its control both structural and non-structural. Licensee shall at all times keep the Licensed Premises and the adjacent parking area clean, litter-free. Due to COVID-19, the licensee shall make sure that such portion of the licensed premises utilized by it shall be fumigated, disinfected, deodorized and in every respect sanitary and following all CDC and State guidelines. Licensee shall provide regular cleaning and maintenance services for the Licensed Premises, (up to and including the perimeter of the Licensed Premises

6.2 Licensee shall maintain the Licensed Premises to the satisfaction of the Village. All such maintenance shall be performed by Licensee in a good and workmanlike manner.

6.3 No later than sixth (60) days before the end of each Operating Year, Licensee shall conduct a site inspection at the Licensed Premises with a representative of the Village. Such inspections shall assess the condition of the Licensed Premises and all fixed equipment therein, and determine the nature and extent of the repairs performed by Licensee.

6.4 At the expiration or sooner termination of this License, Licensee shall turn over the Licensed Premises to Village in good condition, ordinary wear and tear excepted.

6.5 The Licensee shall not use or permit the storage at the Licensed Premise of any hazardous substances or material.

VII. IMPROVEMENT AND/OR CORRECTION IN OPERATIONS

7.1 Should the Village decided that Licensee is not operating the Licensed Premises in a satisfactory manner, the Village may, in writing, order Licensee to improve operations or to correct such conditions as the Village may deem appropriate. In the event that Licensee fails to comply with such written notice or respond in a manner satisfactory to the Mayor within thirty (30) days from the mailing of said notice, notwithstanding any other provision herein, then the Village may terminate this License.

7.2 Should the Village in its sole judgment, based upon public safety or legal precedent decide that an unsafe or emergency condition exists on the Licensed Premises after written notification; Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the Village in writing and indicate the period within such condition shall be corrected. The Village in its sole discretion may extend such period of time in order to permit Licensee to cure, under such terms and conditions as appropriate.

VIII. EQUIPMENT AND ENVIRONMENTAL

8.1 Licensee shall, at its sole cost and expense and to the satisfaction of the Village provide and replace if necessary, all equipment necessary for the operation of this License, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Licensed Premises. Licensor shall clear, provide stone covering for the premises and provide metered electric, and polls for lighting.

8.2 The Village represents that it has title to all Fixed Equipment. Licensee shall have use of all Fixed Equipment located on the Licensed Premises.

8.3 Title to any Additional Fixed Equipment and to all construction, renovation, or improvements made to Licensed Premises shall vest in and belong to the Village at the completion of the initial License Term, and any Renewal Term.

8.4 Licensor shall ensure that all HVAC systems are in good working condition prior to occupancy and shall be responsible for any repair and/or replacement necessary throughout the duration of the license. Further Licensor will ensure that all existing electrical systems and plumbing systems are in good operating condition prior to occupancy and responsible for repair throughout the duration of the license, and will provided appropriate ADA compliance.

8.5 Licensee is responsible for any new signage in front of the licensed property. Licensee is responsible for the removal of signage upon the expiration of the license.

8.6 Licensee is not responsible for any existing contamination at the site. Licensor will provide Licensee or any environmental documentation, tests, remediation reports, Phase I and Phase II reports as are existing. Licensor shall remove any property and/or devices associated with the prior owner that might cause harm to children and/or staff.

8.7 Licensee must acquire, replace, install or affix, at its sole cost and expense, any equipment materials, and supplies required for the proper operation of Licensed Premises as described herein or as reasonably required by the Village.

IX. EXPENDABLE PERSONAL EQUIPMENT

9.1 Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this License and replace same at its own cost and expense when requested by the Village.

9.2 All Expendable or Personal Equipment obtained by Licensee shall remain to the Licensee and such equipment shall be removed by Licensee at the termination or expiration of this License. In the event such equipment remains in the Licensed Premises following such

termination or expiration, the Village may treat such property as abandoned and charge all costs and expenses incurred in the removal thereof to Licensee.

9.3 The Equipment to be removed by Licensee pursuant to Section 9.2 above shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises. Notwithstanding its vacating and surrender of the Licensed Premises, Licensee shall remain liable to the Village for any damage it may have caused to the Licensed Premises.

X. EQUIPMENT AND CONDITION UPON SURRENDER

10. Notwithstanding the foregoing, at the expiration or sooner termination of this License, Licensee shall surrender the Licensed Premises, and the Fixed and Additional Fixed Equipment to which the Village holds title, pursuant to Schedule B in at least as good a condition as said Licensed Premises, and the Fixed and Additional Fixed Equipment were found by Licensee, reasonable wear and tear excepted.

10.1 Licensee acknowledges that it is acquiring a license to use the Licensed Premises and Fixed Equipment thereon solely on reliance on its own investigation, that no representations, warranties or statements have been made by the Village concerning the fitness thereof, and that by taking possession of the Licensed Premises and Fixed Equipment, Licensee accepts them in their present condition "as is", meeting all safety and government regulations.

XI. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

11. This Agreement and the rights and obligations hereunder may not be in whole or part be assigned, transferred, disposed of, amended, waived or subcontracted out without the prior written consent of the Village. Any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance shall not constitute a waiver of such rights.

XII. INDEPENDENT CONTRACTOR

12. The Licensee is an independent contractor of the Village. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee Agent"), be (i) deemed a Village employee, (ii) commit the Village to any obligation, or (iii) hold itself: himself: or herself out to be a Village employee or Person with the authority to commit the Village to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices, and departments thereof).

XIII. NO ARREARS OR DEFAULT

13. The Licensee is not in arrears to the Village upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the Village, including any obligation to pay taxes to, or perform services for or on behalf of, the Village.

XIV. COMPLIANCE WITH LAW

14. The Licensee shall comply with any and all federal, state, and local laws, including those relating to health, sanitation, conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word

"Law" means any and statutes, rules, standards, regulations, codes, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

XV. MINIMUM SERVICE STANDARDS

15. The Licensee shall, and shall cause Licensee Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any person or property.

XVI. INDEMNIFICATION AND DEFENSE

16. The Licensee assumes all risk in its performance of all activities authorized by this License and shall be solely responsible for and shall indemnify and hold harmless the Village and its officers, employees, and agents.

16.1 Licensee shall provide evidence of General Liability coverage in the minimum amount of \$2,000,000 with the Inc. Village of Freeport named on the policy as additional insured, as well as evidence of Workers' Compensation and NYS Disability coverage (proof shown on an ACORD form is not sufficient).

XVII. NOTICES

17. Any notice which is predicate to termination of this License must be in writing and served by United States certified mail with return receipt and by regular first class mail; or by private service with delivery confirmation. Notice effective upon date accepted by the carrier, ie USPS or private carrier acceptance date if before 5pm.

17.1 Unless otherwise specified in this License Agreement, notices to the parties shall be served to the following addresses:

To the Village:

Office of the Village
Attorney
Village of Freeport
46 N. Ocean Ave.
Freeport, N.Y. 11520

To Licensee:

HERITAGE JAGUAR OF FREEPORT, INC.
146 West Sunrise Highway
Freeport, New York 11520

With copy to:

Office of the Mayor
Village of Freeport
46 N. Ocean Ave.
Freeport, N.Y. 11520

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

INCORPORATED VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

BY: _____
HERITAGE JAGUAR OF FREEPORT, INC.

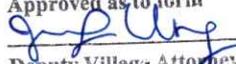
Approved as to form

Deputy Village Attorney

EXHIBIT A

(AREA TO BE UTILIZED)

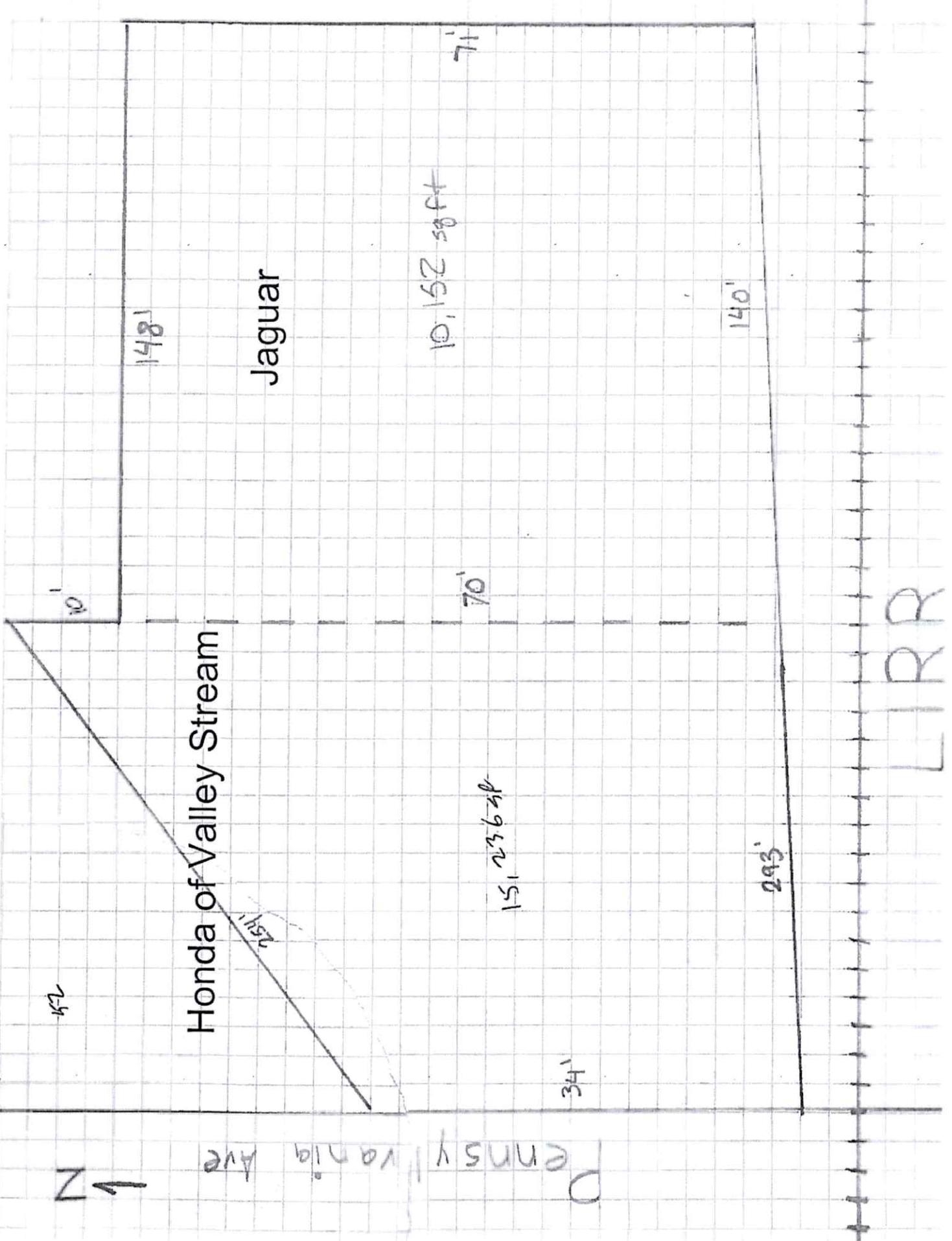


EXHIBIT B

(CAPITAL IMPROVEMENTS)

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

TO: Robert T. Kennedy, Mayor

FROM: Howard E. Colton, Village Attorney

DATE: February 4, 2025

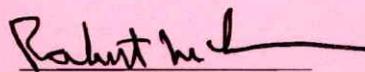
RE: License agreement VALLEY STREAM FOREIGN CARS INC. DBA HONDA
OF VALLEY STREAM

Our office is requesting that the Village Board retroactively approve the attached agreement to license space at the property located at 9 North Long Beach Ave., Freeport, New York. The location being licensed is west of the Village of Freeport OEM Building. A description of the location being licensed is within the license agreement. Valley Stream Foreign Cars Inc. DbA Honda of Valley Stream place of business is 164 East Sunrise Highway, Freeport, NY. License is to commence February 1, 2025

The licensee will pay the Village of Freeport \$\$7,618.00 per month for 15,236 square foot of land to be used.

The Lessee shall pay an additional \$6.00 per square foot for any space used over 15,236.00 square feet.

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



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

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

WHEREAS, the Village Attorney's Office is requesting Board approval for the License Agreement between the Village of Freeport and Valley Stream Foreign Cars, Inc. DBA Honda of Valley Stream ("Licensee"), to license space at the property located at 9 North Long Beach Avenue, Freeport, New York, 11520; and

WHEREAS, the location being licensed is west of the Village of Freeport OEM Building; and

WHEREAS, Valley Stream Foreign Cars, Inc. DBA Honda of Valley Stream, place of business is 164 East Sunrise Highway, Freeport, New York, 11520; and

WHEREAS, the Licensee will pay the Village of Freeport \$7,618.00 per month for 15,236 square foot of land to be used; and

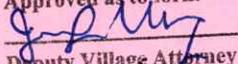
WHEREAS, the Lessee shall pay an additional \$6.00 per square foot for any space used over 15,236 square feet; and

WHEREAS, the License commences retroactive to February 1, 2025; and

NOW THEREFORE BE IT RESOLVED, that the Board approves and the Mayor be is hereby authorized to execute a retroactive license agreement with Valley Stream Foreign Cars, Inc. DBA Honda of Valley Stream ("Licensee"), place of business, 164 East Sunrise Highway, Freeport, New York, 11520, to license space at 9 North Long Beach Avenue, Freeport, New York, 11520, for the cost of \$7,618.00 per month for 15,236 square foot of land to be used, and pay an additional \$6.00 per square foot for any space used over 15,236 square feet, beginning retroactive to February 1, 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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
LICENSE AGREEMENT BETWEEN THE INC.VILLAGE OF FREEPORT
AND VALLEY STREAM FOREIGN CARS INC. DBA HONDA OF VALLEY
STREAM**

WHEREAS, the Village has negotiated a license agreement with VALLEY STREAM FOREIGN CARS INC. DBA HONDA OF VALLEY STREAM

**LICENSE AGREEMENT
PORTION OF THE FREEPORT
OEM AREA**

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees authorizes the Mayor to execute this agreement with VALLEY STREAM FOREIGN CARS INC. DBA HONDA OF VALLEY STREAM

This License Agreement ("License" or "License Agreement") made as of this ___ day of February ___ 2025 between the Village of Freeport, a municipal corporation having its principal office at 46 North Ocean Avenue, Freeport, New York, 11520 ("Village") and VALLEY STREAM FOREIGN CARS INC. DBA HONDA OF VALLEY STREAM. ("Licensee"), a New York domestic company having its principal office at 146 East Sunrise Highway Valley Stream, New York 11581.

WHEREAS, the Incorporated Village of Freeport (hereinafter "Village") desires to provide a portion of the area most commonly known as the OEM Building and as more fully delineated within the attached Exhibit "A"; and

WHEREAS, the Licensee desires to operate the Licensed Premises in accordance with the terms set forth herein; and

WHEREAS, the Village and Licensee desire to enter into a License Agreement specifying rights and obligations with respect to the operation and maintenance of the Licensed Premises; and

NOW THEREFORE, in consideration of the premises and covenants contained herein, the parties hereby do agree as follows:

I. Definitions

1.1 As used throughout this License Agreement, the following terms shall have the meanings set forth below:

(a) "Freeport" or "Village" shall mean the Incorporated Village of Freeport, its departments and political subdivisions.

- (b) "Mayor" shall mean the Mayor of the Incorporated Village of Freeport and/or his designee.
- (c) "Treasurer" shall mean the Treasurer for the Incorporated Village of Freeport.
- (d) "DPW" shall mean the Department of Public Works for the Incorporated Village of Freeport.
- (e) "Expendable Equipment" or "Personal Equipment" shall mean all equipment, other than Fixed Equipment, provided by the Licensee.
- (f) "Fixed Equipment" shall mean any property affixed in any way to Licensed Premises, whether or not removal of said equipment would damage Licensed Premises.
- (g) "Additional Fixed Equipment" shall mean Fixed Equipment affixed to Licensed Premises subsequent to the date of execution of this license.
- ii. "Fixed and Additional Fixed Equipment" shall refer to Fixed Equipment and
- iii. Additional Fixed Equipment jointly and severally.
- (h) "Substantial Completion" or "Substantially Complete" shall mean that the Village certifies that an improvement to the Licensed Premises has been completed substantially in accordance with the plans, specifications, schematics, working and mechanical drawings that have been approved by the Village, notwithstanding that minor work remains to be completed, and that the improvement may be utilized by the public.
- (i) "Final Completion" or "Finally Complete" shall mean that the construction of an improvement to the Licensed Premises has been completed to such an extent that the Village certifies in writing that it has been finally completed and no further work is required by Licensee pursuant to this Agreement in connection with the construction of said improvement. Notwithstanding the issuance of any such certification, Licensee shall be responsible for any obligations (including maintenance, repair, and indemnity) set forth in the Agreement.
- (j) "Year" or "Operating Year" shall both refer to the period between the Commencement Date in any calendar year and the last day of the month of the anniversary month of the Commencement Date in the following calendar year.
- (k) "Licensed Premises" shall mean the area on Exhibit A, so designated and any improvements constructed thereon.
- (l) "Capital Improvements" shall mean all construction, reconstruction or renovation of the Licensed Premises, including architectural and design fees necessary to implement the Capital Improvements as specified in the schedule of capital improvements attached as Exhibit B. Capital Improvements also include installation of all "Fixed Equipment", as that term is defined in this Section, which the Licensee installs or causes to be installed on the Licensed Premises. Capital Improvements shall not include routine maintenance and repairs required to be performed in the normal course of management and operation of the Licensed Premises. Licensee must secure written permission from the Mayor to perform any Capital Improvements on the premises.
- (m) "License Fee" – The monthly fee paid to the Licensor for the use of the License.
- (n) "Code" shall mean the "Code of the Inc. Village of Freeport", as may be amended, unless the context clearly shows otherwise.
- (o) "Village Board" or "Board" shall mean the Board of Trustees of the Inc. Village of Freeport.

II. GRANT OF LICENSE

2.1 Village hereby grants to Licensee and Licensee hereby accepts from Village the License to operate and manage that portion of the Licensed Premises for the use. It is hereby understood and agreed that the use of these Premises shall be for the purpose of storing automobiles. ,

2.2 Licensee shall obtain any and all approvals; permits, and other licenses required by federal, state, and county laws, rules, regulations which are or may become necessary to operate the Licensed Premises in accordance with the terms of the License. Whenever any act, consent, approval or permission is required of the Village under this License, the same shall be valid only if it is, in each instance, in writing and signed by the Mayor, or his/her duly authorized representative,. No variance, alteration, amendment or modification of this instrument shall be valid or binding upon the Village or their agents, unless the same is, in each instance, in writing and duly signed by the Mayor or his/her duly authorized representative.

2.3 It is expressly understood that no land, building, space, improvement, or equipment is leased to Licensee, but that during the Term of the License, Licensee shall have the use of the Licensed Property only so long as each and every term and condition in this License is not terminated by the Village.

2.4 Licensee shall provide, at all times, free access to the Licensed Premises to the Mayor or his/her representatives and to the County, State or Federal officials having jurisdiction, for inspection purposes.

III. TERM OF LICENSE

3.1 This License shall begin upon the execution of this Agreement by the Mayor and delivery of said Agreement to the Licensee, ("Commencement Date"). Thereafter this License shall continue for a two year period measured from the start of the first whole month after the Commencement Date and continue until the last day of the last month, unless terminated earlier as herein provided.

Termination for Cause:

3.2 Should Licensee breach or fail to comply with any of the provisions of this License, any federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises with regard to any and all matters, Village may, in writing, order Licensee to remedy such breach or comply with such provision, law, rule, regulation or order, and further indicate in the writing that failure to comply is a material breach of the License and will result in termination of the License, and in the event that Licensee fails to comply with such written notice within sixty (60) days from the mailing thereof, subject to unavoidable delays beyond reasonable control of Licensee, then upon a resolution of the Village Board, this License shall terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, Village, by resolution of the Board and by notice in writing, may revoke and terminate this License such revocation and termination to be immediately effective on the mailing thereof.

(a) The following shall constitute events of default for which this License may be terminated upon seventy-two (72) hour notice, without the requirement of action by the Village Board:

- i. Appointment of any receiver of Licensee's assets;
- ii. The making of a general assignment for the benefit of creditors;
- iii. The occurrence of any act which operates to deprive Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the License;
- iv. The levy of any attachment or execution which substantially interferes with Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty days;
- v. Licensee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; nothing contained in paragraphs (a) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which Village may terminate this License. The Mayor, the Village, its employees and agents shall not be liable for damages to Licensee in the event that this Licensee is terminated by Village under this provision.

3.3 Upon expiration or sooner termination for cause under Paragraph 3.2 of this License by Village, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against Mayor or Village. Termination for cause under Paragraph 3.2 shall be subject to the amortization of Capital Improvements provisions of this License.

3.4 In the event Village terminates this License for reasons related to Paragraph 3.2 or above, any property of the Licensee on the Licensed Property may be held and used by Village in order to operate the License during the balance of the calendar year and may be held and used thereafter until the indebtedness of the Licensee hereunder, at the time of termination of this License is paid in full.

3.5 Licensee agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by Village. Village reserves the right to take immediate possession of the Premises.

3.6 Licensee shall, on or prior to the expiration or sooner termination of License, remove all personal possessions from the Premises. Licensee acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this License is intended by Licensee to be abandoned. Licensee shall remain liable to the Village for any damages; including lost revenues and the cost of removal or disposal of property should Licensee fail to remove all possessions from the Premises on or before the expiration or termination date.

IV. PAYMENT TO VILLAGE

4.1 Payment: Notwithstanding any other provisions to the contrary, payment of the license fee shall be due upon the execution of this contract and the 1st of the each and every subsequent month. Calculation of the licensee payment is the use of 15326 square feet at \$6.00 per square foot. Such payment being at \$7,618.00 per month or \$91,416.00 annually.

4.2 Deposit: A deposit check in the amount equal to two (2) month's rent shall accompany the executed license. Such deposit shall represent the equivalent of two (2) months of the license fee. Such deposit being due upon signing.

4.3 Late Charges: Late Charges shall be assessed on any payment that is overdue for more than thirty (30) days. In the event that payment of License Fees or other charges shall become overdue for thirty (30) days following the date on which such fees are due and payable as provided in this License Agreement, a late charge of one percent (1%) per month on the sums so overdue (computed on a thirty (30) day month) from the date they were due and payable shall become immediately due and payable to the Village as liquidated damages for the administrative cost and expenses incurred by Freeport by reason of Licensee's failure to make prompt payment and said late charges shall be payable by Licensee without notice or demand.

If such late fee(s) and all arrears shall be added thereto and shall be payable and collectable with the next monthly license fee installment. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure by Freeport to bill Licensee for late charges shall constitute a waiver by Freeport of such late charges of his/her right to enforce the provisions of this Article. If any local, state or federal law or regulation which limits the rate of interest which can be charges pursuant to this Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulations.

4.4 The License Fees shall be made payable to the Village of Freeport mailed by the due date to the Village Treasurer, at 46 North Ocean Avenue, Freeport, NY, 11520.

V. CAPITAL IMPROVEMENTS

5.1 If Licensee desires to complete certain Capital Improvements, and specified in the schedule of capital improvements attached as Exhibit "A". Licensee shall submit all plans to Village for approval.

5.2 Licensee shall perform and complete all such Capital Improvements at its sole cost and expense and in accordance with designs and plans approved by Village and other governmental agencies having jurisdiction. The Licensee shall make no other Capital Improvements or alterations without the prior written consent of the Village.

5.3 Pursuant to the Schedule of Capital Improvements, Licensee shall pay all applicable fees and shall submit to Village and all other governmental agencies having jurisdiction, for prior approval, all plans, specifications, schematics, working and mechanical drawings, which shall be signed and sealed by a New York State Registered Architect or Licensed Professional Engineer. All plans, specifications, schematics, and working and mechanical drawings shall be in such detail

as Village shall require. All work shall be undertaken in accordance with the plans, specifications, schematics, and working and mechanical drawings approved in writing in advance to the Village.

5.4 For any Capital Improvements commenced under this License, Licensee shall apply for applicable permits from the appropriate governmental authorities. Licensee shall commence Capital Improvements only after the issuance of a construction permit from the appropriate governmental authorities and a properly issued building permit from the proper issuing authority. Licensee shall notify DPW of the specific date on which construction shall begin.

5.5 During performance of the Capital Improvements and up to the date of Final Completion, Licensee shall be responsible for the protection of the finished and unfinished Capital Improvements against any damage, loss or injury. In the event of such damage, loss or injury, Licensee shall promptly replace or repair such Capital Improvements at its sole cost and expense.

5.6 Licensee shall perform all Capital Improvements in accordance with all Federal, State, County, Town and Village rules, regulations, and industry standards, and with materials as set forth in the approved plans, specifications, schematics, working and mechanical drawings. All equipment and materials installed as part of the Capital Improvements shall be free of defects, of the best grade quality, suitable for the purpose intended and furnished in ample quantities to prevent delays. Licensee shall obtain all manufacturer's warranties and guarantees for all such equipment and material if applicable.

5.7 Licensee shall provide the Village with discharges for any and all liens, which may be levied against the Capital Improvements during construction of such improvements. Licensee shall use its best efforts to discharge such liens within thirty days of receipt of lien by Licensee.

5.8 Licensee shall promptly repair, replace, restore, or rebuild as the Village reasonably may determine, items of Capital Improvements in which defects of materials, workmanship or design may appear or to which damages may occur because of such defects during the two-year period subsequent to the date of the Final Completion of such Capital Improvements. Failure to comply with this shall constitute a default and may result in the termination of this License.

5.9 Title to all construction, renovation, improvements, and fixtures made to the Licensed Premises shall vest in and thereafter belong to the Village. However, Licensee shall not under any circumstances be required to remove heating, plumbing, air conditioning, electrical wiring, elevators, windows and ventilation fixtures. However, any leased equipment including but not limited to: stove, ice machines, cooking equipment, etc. shall not vest or belong to the Village or equipment not permanently affixed to the premises, such tools, equipment, cash registered or vending machines, etc. Any leased equipment shall be noticed to the Village on a schedule of leased equipment, and Licensee shall hold the Village harmless against any claim made by a holder of a security interest in any equipment, leased or otherwise, used at the licensed premises.

5.10 Capital Improvements, even if title has vested in the Village, shall be subject to a seven year straight line monthly amortization reimbursement to the Licensee should the License be terminated for cause pursuant to Paragraph 3(a), or if the License is not renewed, such that the licensee is entitled to be reimbursed by the Village for the remaining amortized value of the Capital Improvement as valued on the date of termination, said amortization beginning with the first whole month after Final Completion of the Capital Improvement and continuing for eighty four months, straight line, to a zero value, except that Capital Improvements completed during the third period shall be amortized on a schedule that completes in the final month of the third period. Licensee shall not be entitled to be reimbursed for Capital Improvements made to replace damaged or destroyed Capital Improvements to the extent of any insurance or third party payment. Freeport reserves the right to audit the stated value of any Capital Improvement to establish the value for amortization purposes. If Licensee's valuation is \$5,000.00 more than Freeport's valuation for the capital item, then Freeport reserves the right to use a request for proposal process and/or use Freeport's procurement procedures to acquire the capital item on behalf of the Licensee.

5.11 Freeport at its discretion may require a performance bond for the full or partial cost of any capital improvement.

VI. MAINTENCE, SANITATION AND COVID-19

6.1 Licensee shall, at its sole cost and expense and to the satisfaction of Village, put, keep, repair and preserve in good order all interior and exterior components of the Licensed Premises under its control both structural and non-structural. Licensee shall at all times keep the Licensed Premises and the adjacent parking area clean, litter-free. Due to COVID-19, the licensee shall make sure that such portion of the licensed premises utilized by it shall be fumigated, disinfected, deodorized and in every respect sanitary and following all CDC and State guidelines. Licensee shall provide regular cleaning and maintenance services for the Licensed Premises, (up to and including the perimeter of the Licensed Premises

6.2 Licensee shall maintain the Licensed Premises to the satisfaction of the Village. All such maintenance shall be performed by Licensee in a good and workmanlike manner.

6.3 No later than sixth (60) days before the end of each Operating Year, Licensee shall conduct a site inspection at the Licensed Premises with a representative of the Village. Such inspections shall assess the condition of the Licensed Premises and all fixed equipment therein, and determine the nature and extent of the repairs performed by Licensee.

6.4 At the expiration or sooner termination of this License, Licensee shall turn over the Licensed Premises to Village in good condition, ordinary wear and tear excepted.

6.5 The Licensee shall not use or permit the storage at the Licensed Premise of any hazardous substances or material.

VII. IMPROVEMENT AND/OR CORRECTION IN OPERATIONS

7.1 Should the Village decided that Licensee is not operating the Licensed Premises in a satisfactory manner, the Village may, in writing, order Licensee to improve operations or to correct such conditions as the Village may deem appropriate. In the event that Licensee fails to comply with such written notice or respond in a manner satisfactory to the Mayor within thirty (30) days from the mailing of said notice, notwithstanding any other provision herein, then the Village may terminate this License.

7.2 Should the Village in its sole judgment, based upon public safety or legal precedent decide that an unsafe or emergency condition exists on the Licensed Premises after written notification; Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the Village in writing and indicate the period within such condition shall be corrected. The Village in its sole discretion may extend such period of time in order to permit Licensee to cure, under such terms and conditions as appropriate.

VIII. EQUIPMENT AND ENVIRONMENTAL

8.1 Licensee shall, at its sole cost and expense and to the satisfaction of the Village provide and replace if necessary, all equipment necessary for the operation of this License, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Licensed Premises.

8.2 The Village represents that it has title to all Fixed Equipment. Licensee shall have use of all Fixed Equipment located on the Licensed Premises.

8.3 Title to any Additional Fixed Equipment and to all construction, renovation, or improvements made to Licensed Premises shall vest in and belong to the Village at the completion of the initial License Term, and any Renewal Term.

8.4 Licensor shall ensure that all HVAC systems are in good working condition prior to occupancy and shall be responsible for any repair and/or replacement necessary throughout the duration of the license. Further Licensor will ensure that all existing electrical systems and plumbing systems are in good operating condition prior to occupancy and responsible for repair throughout the duration of the license, and will provided appropriate ADA compliance.

8.5 Licensee is responsible for any new signage in front of the licensed property. Licensee is responsible for the removal of signage upon the expiration of the license.

8.6 Licensee is not responsible for any existing contamination at the site. Licensor will provide Licensee or any environmental documentation, tests, remediation reports, Phase I and Phase II reports as are existing. Licensor shall remove any property and/or devices associated with the prior owner that might cause harm to children and/or staff.

8.7 Licensee must acquire, replace, install or affix, at its sole cost and expense, any equipment materials, and supplies required for the proper operation of Licensed Premises as described herein or as reasonably required by the Village.

IX. EXPENDABLE PERSONAL EQUIPMENT

9.1 Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this License and replace same at its own cost and expense when requested by the Village.

9.2 All Expendable or Personal Equipment obtained by Licensee shall remain to the Licensee and such equipment shall be removed by Licensee at the termination or expiration of this License. In the event such equipment remains in the Licensed Premises following such termination or expiration, the Village may treat such property as abandoned and charge all costs and

expenses incurred in the removal thereof to Licensee.

9.3 The Equipment to be removed by Licensee pursuant to Section 9.2 above shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises. Notwithstanding its vacating and surrender of the Licensed Premises, Licensee shall remain liable to the Village for any damage it may have caused to the Licensed Premises.

X. EQUIPMENT AND CONDITION UPON SURRENDER

10. Notwithstanding the foregoing, at the expiration or sooner termination of this License, Licensee shall surrender the Licensed Premises, and the Fixed and Additional Fixed Equipment to which the Village holds title, pursuant to Schedule B in at least as good a condition as said Licensed Premises, and the Fixed and Additional Fixed Equipment were found by Licensee, reasonable wear and tear excepted.

10.1 Licensee acknowledges that it is acquiring a license to use the Licensed Premises and Fixed Equipment thereon solely on reliance on its own investigation, that no representations, warranties or statements have been made by the Village concerning the fitness thereof, and that by taking possession of the Licensed Premises and Fixed Equipment, Licensee accepts them in their present condition "as is", meeting all safety and government regulations.

XI. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

11. This Agreement and the rights and obligations hereunder may not be in whole or part be assigned, transferred, disposed of, amended, waived or subcontracted out without the prior written consent of the Village. Any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance shall not constitute a waiver of such rights.

XII. INDEPENDENT CONTRACTOR

12. The Licensee is an independent contractor of the Village. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee Agent"), be (i) deemed a Village employee, (ii) commit the Village to any obligation, or (iii) hold itself, himself, or herself out to be a Village employee or Person with the authority to commit the Village to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices, and departments thereof).

XIII. NO ARREARS OR DEFAULT

13. The Licensee is not in arrears to the Village upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the Village, including any obligation to pay taxes to, or perform services for or on behalf of, the Village.

XIV. COMPLIANCE WITH LAW

14. The Licensee shall comply with any and all federal, state, and local laws, including those relating to health, sanitation, conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" means any and statutes, rules, standards, regulations, codes, orders, ordinances, writs,

injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

XV. MINIMUM SERVICE STANDARDS

15. The Licensee shall, and shall cause Licensee Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any person or property.

XVI. INDEMNIFICATION AND DEFENSE

16. The Licensee assumes all risk in its performance of all activities authorized by this License and shall be solely responsible for and shall indemnify and hold harmless the Village and its officers, employees, and agents.

16.1 Licensee shall provide evidence of General Liability coverage in the minimum amount of \$2,000,000 with the Inc. Village of Freeport named on the policy as additional insured, as well as evidence of Workers' Compensation and NYS Disability coverage (proof shown on an ACORD form is not sufficient).

XVII. NOTICES

17. Any notice which is predicate to termination of this License must be in writing and served by United States certified mail with return receipt and by regular first class mail; or by private service with delivery confirmation. Notice effective upon date accepted by the carrier, ie USPS or private carrier acceptance date if before 5pm.

17.1 Unless otherwise specified in this License Agreement, notices to the parties shall be served to the following addresses:

To the Village:

Office of the Village
Attorney
Village of Freeport
46 N. Ocean Ave.
Freeport, N.Y. 11520

To Licensee:

VALLEY STREAM FOREIGN CARS INC.
DBA HONDA OF VALLEY STREAM.
164 East Sunrise Highway
Valley Stream, New York 11520

With copy to:

Office of the
Mayor
Village of
Freeport 46
N. Ocean
Ave.
Freeport, N.Y. 11520

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

INCORPORATED VILLAGE OF
FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

BY: _____
VALLEY STREAM FOREIGN CARS
INC. DBA HONDA OF VALLEY
STREAM

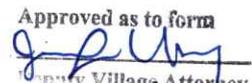
Approved as to form

Village Attorney

EXHIBIT A

(AREA TO BE UTILIZED)

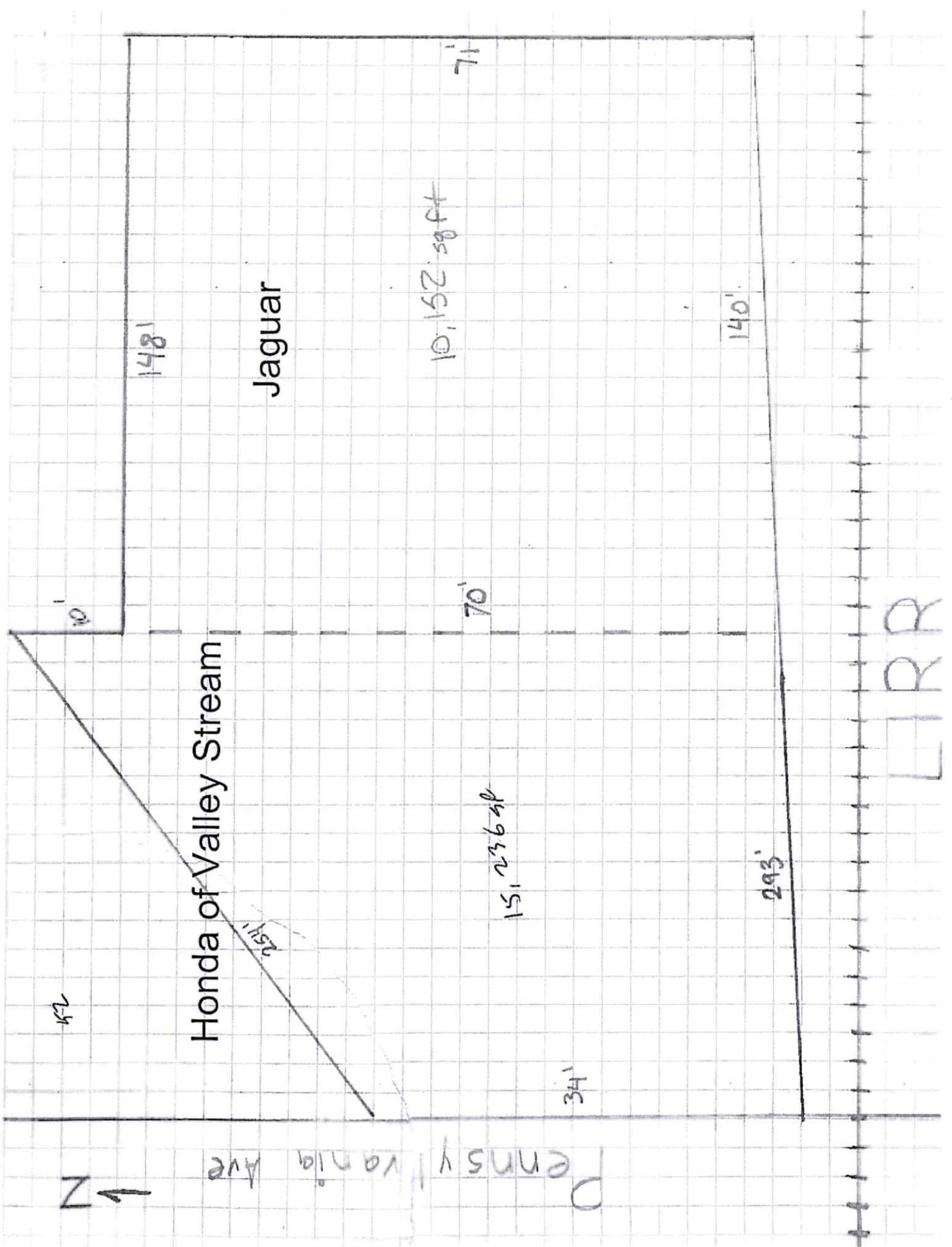


EXHIBIT B

(CAPITAL IMPROVEMENTS)

**INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
VILLAGE COMPTROLLER'S OFFICE**

TO: Robert T. Kennedy, Mayor

FROM: Alvin McDaniel, Village Comptroller 

DATE: February 3, 2025

RE: Budget Transfer Request – 2024-2025 Operating Budget

Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller's Office to execute the budget transfer below.

The purpose of the following transfer is to appropriate the necessary funding to cover Village Clerk Advertising Services for the remainder of fiscal year 2024-25.

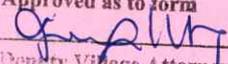
FROM:

A801004 542300	ZONING ADVERTISING	\$1,200.00
A802004 542300	PLANNING ADVERTISING	\$1,200.00
A141002 520100	VILLAGE CLERK EQUIPMENT	\$600.00

TO:

A141004 542300	VILLAGE CLERK ADVERTISING	\$3,000.00
----------------	---------------------------	------------

Thank you.

Approved as to form

Deputy Village Attorney

Alvin McDaniel
Village Comptroller

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

WHEREAS, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the fiscal year 2024/2025 operating budget:

FROM:

A801004 542300	ZONING ADVERTISING	\$1,200.00
A802004 542300	PLANNING ADVERTISING	\$1,200.00
A141002 520100	VILLAGE CLERK EQUIPMENT	\$600.00

TO:

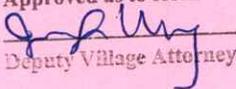
A141004 542300	VILLAGE CLERK ADVERTISING	\$3,000.00
----------------	---------------------------	------------

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover the Village Clerk Advertising Services for the remainder of fiscal year 2024-25; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

The Clerk polled the Board as follows:

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

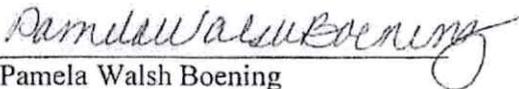
Approved as to form

Deputy Village Attorney

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

TO: Mayor Robert T. Kennedy
FROM: Pamela Walsh Boening, Village Clerk
DATE: January 28, 2025
RE: Transfer of funds
FY2025

Please make the following transfer of funds.

FROM:		
A801004 542300	Zoning/Advertising	\$1,200
A802004 542300	Planning/Advertising	\$1,200
A141002 520100	Clerk/Equipment	\$ 600
TO:		
A141004 542300	Clerk/Advertising	\$3,000


Pamela Walsh Boening
Village Clerk

cc: Alvin McDaniel, Comptroller

INCORPORATED VILLAGE OF FREEPORT
WATER DEPARTMENT
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: January 27, 2025

RE: EMERGENCY SEWER MAIN REPAIR – MERRICK ROAD

On or around November 11, 2024 the Village experienced a sewer backup on Merrick Road near Albany Avenue and Buffalo Avenue. The Sewer Department responded to the backup but was unable to clear the blockage as they were encountering sand and soil in the pipe indicating that the pipe was collapsed. Sewage was backing up in the adjacent manholes and it was determined that there was likelihood for raw sewage to back up into the streets. This would be considered a health and safety issue for residents and therefore the need to make the repair was considered an emergency.

Doodyman to the Rescue, Inc., 593 Hempstead Tpke, Elmont, New York, 11003 was called in on an emergency basis to make the repairs. Doodyman to the Rescue has completed the repair to the sewer main. The cost for the repair was \$55,110.14. This is based on a detailed accounting of their time spent on the work as well as for materials (see attached).

This repair will be charged to the following FYE 2024 Public Works Budget lines:

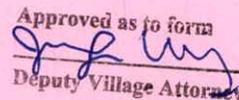
- (A812004-540800 – Materials and Supplies)
- (A812004-542800 – Service Contracts and Repairs)
- (A511004-540800 – Materials and Supplies)
- (A511004-542800 – Service Contracts and Repairs)
- (A149004-542800 – Service Contracts and Repairs)

It is therefore requested that the Board of Trustees retroactively approve the emergency repair of the sewer main on Doodyman to the Rescue, Inc., 593 Hempstead Tpke, Elmont, New York, 11003 for a total cost of \$55,110.14.



Robert R. Fisenne, P.E.

Superintendent of Public Works

Approved as to form

Deputy Village Attorney

Encl.

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

WHEREAS, on or around November 11, 2024, the Village experienced a sewer backup on Merrick Road near Albany Avenue and Buffalo Avenue; and

WHEREAS, the Sewer Department responded to the backup, but was unable to clear the blockage as they were encountering sand and soil in the pipe indicating that the pipe was collapsed; sewage was backing up in the adjacent manholes and it was determined that there was likelihood for raw sewage to back up into the streets; and

WHEREAS, this would be considered a health and safety issue for residents, and therefore, the need to make the repair was considered an emergency; and

WHEREAS, Doodyman to the Rescue, Inc., 593 Hempstead Tpke, Elmont, New York, 11003, was called in on an emergency basis to make the repairs; and

WHEREAS, the cost for the repair was \$55,110.14; and

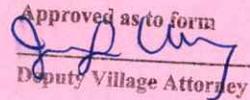
WHEREAS, this repair will be charged to the following FYE 2024 Public Works Budget lines:

- (A812004-540800 – Materials and Supplies)
- (A812004-542800 – Service Contracts and Repairs)
- (A511004-540800 – Materials and Supplies)
- (A511004-542800 – Service Contracts and Repairs)
- (A149004-542800 – Service Contracts and Repairs)

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 retroactively approve the emergency repair with Doodyman to the Rescue, Inc., 593 Hempstead Tpke, Elmont, New York, 11003, for the cost of \$55,110.14.

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



Doodyman To The Rescue, Inc.

"Save Time & Money. Leave it to the Professionals"

Tel: (516)-354-8336

593 Hempstead Turnpike
Elmont, NY 11003
Web: TheDoodyman.com

Fax: (516)-354-8447

Account & Contact Information

Account	INC VILLAGE OF FREEPORT	Address	East Merrick Road Freeport, NY 11520
Billing Address	46 N OCEAN STREET FREEPORT, NY 11520	Contact	ROB FISENNE
Phone	516-322-9383	Phone	
Email	RFISENNE@FREEPORTNY.GOV		

Work Details

Work Type	MAIN SEWER REPAIR	Work Order Number	00144161
-----------	-------------------	-------------------	----------

Work Order Line Items

Product	Description	Quantity	Unit Price	Tax	Total
Main Sewer Repair	MAINTENANCE OF TRAFFIC ON A COUNTY ROAD - \$1,617.83				
	MOBILIZATION - \$2,196.15				
	DEMOBILIZATION - \$2,196.15				
	REPAIRED 8 FT OF 8" SEWER LINE AT A DEPTH OF 6 FT - \$16,090.00				
	30LF OF DEWATERING AND DISPOSAL OF WATER - \$7,686.30	1.00	\$30,998.51	\$0.00	\$30,998.51
	REMOVAL & DISPOSAL OF DEBRIS (4 CYS) - \$524.72				
	INSTALLED TEMPORARY ROAD PATCH (2 TONS) - \$687.36				
NOTE: DOODYMAN TO THE RESCUE IS NOT RESPONSIBLE FOR FINAL RESTORATION					

Payments

Amount	Paid On

Financial Information

Total Charge	\$30,998.51	Amount	\$30,998.51
		Remaining	
Amount Paid	\$0.00	Invoiced On	

NOTICE TO PUBLIC ENTITY

I, Travis J. Koch, undersigned, am an Account Representative with the authority to act for and on behalf of Doodyman to the Rescue, Inc., certify under penalty of perjury that the records or copies thereof submitted and consisting of pay period 11/11/2024 to 11/17/2024, 1 page(s) are the originals or true, full, and correct copies of the originals which depict the record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

November 29, 2024

Travis J. Koch

Date

Signature

A public entity may require a more strict and/or more extensive form of certification.

PAYROLL REPORTING FORM

Deedman to the Rescue, Inc.
593 Hempstead Tpk
Ehonet, NY 11033

PROJECT NAME AND ADDRESS

Village of Freeport
E. Merrick Rd (Cross Street Buffalo Ave & Albany Ave)
Freeport, NY 11520

PROJECT #

Worker Compensation Policy # 46-40330-02-03

Pay Period Ending: 11/17/23

SSN	Name & Address	Work Class	11-Nov							TOTAL HRS	TYPE	RATE	PROJECT	GROSS AMT.	FIT	FICA/ Med	SIT	OTHER	TOT DED	NET PAID	CHECK NO.
			M	T	W	T	F	S	S												
XXX-XX-1582	Lance Beldier 17 Roy Ave West Islip, NY 11795-1315	Operator/ Supervisor	6.00							6.00	S	81.94	401.64	3277.60	462.00	250.74	101.12	399.04	1301.90	1975.70	100901529
XXX-XX-5428	Louis R Miller 108 Sugar Loaf Rd Farhon, NY 12058-2302	Driver	6.00							6.00	S	91.57	549.42	3992.33	682.00	287.89	223.63	146.01	1339.53	2562.80	100901512
XXX-XX-9667	Jose Miguel Juarez-Tor 485 Front St Apt 121 Hempstead, NY 11550-4408	Labourer	6.00							6.00	S	89.97	539.82	2098.12	291.00	149.57	96.69	146.01	683.27	1410.85	100901515
XXX-XX-5212	Lacy Fernandez 9215 92nd St Woodhaven, NY 11421-3066	Labourer	6.00							6.00	S	89.97	539.82	1804.81	258.00	138.07	87.67	72.77	556.51	1248.30	100901519
XXX-XX-3922	Jose O Clements 593 Hempstead Tpk Fl 2 Elmont, NY 11003-1855	Labourer	6.00							6.00	S	89.97	539.82	2525.75	318.00	193.22	139.59	7.01	657.82	1867.93	100901525
XXX-XX-3202	Tyler J Beldier 17 Roy Ave West Islip, NY 11795-1315	Labourer	6.00							6.00	S	89.97	539.82	1792.43	237.00	137.12	88.08	7.01	469.21	1323.22	100901526
XXX-XX-4672	Troy Robert Beldier 17 Roy Ave West Islip, NY 11795-1315	Labourer	6.00							6.00	S	89.97	539.82	1963.48	275.00	150.21	98.35	257.01	780.57	1182.91	100901527
										0.00	O	0.00									
										0.00	O	0.00									
										0.00	S	0.00									
										0.00	O	0.00									
										0.00	S	0.00									
										0.00	O	0.00									

S = Standard Rate
O = Overtime Rate

A = Adjusted Hours
R = Retentive

Certification Attach



Doodyman To The Rescue, Inc.

"Save Time & Money. Leave it to the Professionals"

Tel: (516)-354-8336

593 Hempstead Turnpike
Elmont, NY 11003
Web: TheDoodyman.com

Fax: (516)-354-8447

Account & Contact Information

Account	INC VILLAGE OF FREEPORT	Address	211 East Merrick Road Freeport, NY 11520 United States
Billing Address	46 N OCEAN STREET FREEPORT, NY 11520	Contact	ROB FISENNE
Phone	516-322-9383	Phone	
Email	RFISENNE@FREEPORTNY.GOV		

Work Details

Work Type	MAIN SEWER REPAIR	Work Order Number	00143871
-----------	-------------------	-------------------	----------

Work Order Line Items

Product	Description	Quantity	Unit Price	Tax	Total
Main Sewer Repair	MAINTENANCE OF TRAFFIC ON COUNTY ROAD - \$1,617.83				
	MOBILIZATION - \$2,196.15				
	DEMOBILIZATION - \$2,196.15				
	OPENED SIDEWALK & REPAIRED 40FT OF 8" SEWER LINE AT A DEPTH OF 5FT (UP TO 18FT)- \$16,090.00	1.00	\$24,111.63	\$0.00	\$24,111.63
	22FT OF 8" SEWER PIPE - \$962.06				
	REMOVED & DISPOSED OF 8 CYS OF DEBRIS - \$1,049.44				
	NOTE: RESTORATION IS NOT THE RESPONSIBILITY OF DOODYMAN TO THE RESCUE				

Payments

Amount	Paid On

Financial Information

Total Charge	\$24,111.63	Amount Remaining	\$24,111.63
Amount Paid	\$0.00	Invoiced On	11/8/2024

NOTICE TO PUBLIC ENTITY

I, Travis J. Koch, undersigned, am an Account Representative with the authority to act for and on behalf of Doodyman to the Rescue, Inc., certify under penalty of perjury that the records or copies thereof submitted and consisting of pay period 11/4/2024 to 11/10/2024, 1 page(s) are the originals or true, full, and correct copies of the originals which depict the record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

November 25, 2024

Travis J. Koch

Date

Signature

A public entity may require a more strict and/or more extensive form of certification.

PAYROLL REPORTING FORM

PROJECT NAME AND ADDRESS

Project #:

Doodyman to the Rescue, Inc.
593 Hempstead Tpke
Elmont, NY 11003

Village of Freeport
211 E Merrick Road
Freeport, NY 11520

Workers' Compensation Policy #: 46-403320-02-03

Pay Period Ending: 11/10/24

SSN	Name & Address	Work Class	Week							TOTAL HRS.	TYPE	RATE	PROJECT	GROSS AMT.	FIT	FICA/ Medi	SIT	OTHER	TOT DED	NET PAID	CHECK NO.
			4-Nov	5-Nov	6-Nov	7-Nov	8-Nov	9-Nov	10-Nov												
			M	T	W	T	F	S	S												
XXX-XX-4582	Lance Belcher 17 Roy Ave West Islip, NY 11795-1315	Operator Supervisor								0.00	S	0.00	819.40	4697.00	642.00	313.42	257.57	449.59	1662.58	2434.42	100900003
							5.00				5.00	O									
XXX-XX-4782	Helmer W Parada Calix 26 Memory Ln Hicksville, NY 11801-6235	Driver								0.00	S	0.00	561.00	3242.77	541.00	236.67	182.98	156.01	1116.66	2126.11	100899985
							5.00				5.00	O									
XXX-XX-9667	Jose Miguel Juarez-Top 485 Front St Apt 121 Hempstead, NY 11550-4408	Laborer								0.00	S	0.00	519.35	3338.97	587.00	244.80	189.51	146.01	1167.32	2171.65	100899989
							5.00				5.00	O									
XXX-XX-5212	Lacy Fernandez 9215 92nd St Woodhaven, NY 11421-3006	Laborer								0.00	S	0.00	519.35	2387.25	392.00	182.62	127.54	97.53	799.69	1587.56	100899993
							5.00				5.00	O									
XXX-XX-3202	Tyler J Belcher 17 Roy Ave West Islip, NY 11795-1315	Laborer								0.00	S	0.00	519.35	2895.92	494.00	221.54	167.87	7.01	890.42	2005.50	100900000
							5.00				5.00	O									
XXX-XX-2672	Troy Robert Belcher 17 Roy Ave West Islip, NY 11795-1315	Laborer								0.00	S	0.00	519.35	1955.32	273.00	149.58	97.86	7.01	527.45	1427.87	100900001
							5.00				5.00	O									
XXX-XX-3922	Jose O Cifuentes 593 Hempstead Tpke Fl 2 Elmont, NY 11003-1855	Laborer								0.00	S	0.00	519.35	2361.45	279.00	180.65	127.03	7.01	593.69	1767.76	100899999
							5.00				5.00	O									
XXX-XX-5428	Louis R Miller 108 Sugar Loaf Rd Earlton, NY 12058-2302	Driver								0.00	S	0.00	224.40	4254.79	772.00	314.86	246.54	146.01	1479.41	2775.38	100899986
							2.00				2.00	O									
										0.00	S										
										0.00	O										
										0.00	S										
										0.00	O										
										0.00	S										
										0.00	O										

S = Standard Rate
O = Overtime Rate
A = Adjusted Hours
R = Retroactive

Certification Attached

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

AGENDA

BOARD OF TRUSTEES' MEETING

February 10, 2025

COMMENTS PERMITTED ON AGENDA ITEMS

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

AGENDA

BOARD OF TRUSTEES' MEETING

February 10, 2025

5:30 PUBLIC HEARING

To consider applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, NY as a Landmark, the Pillar located at 171 Prince Avenue, Freeport, NY, as a Landmark, and the Pillar located at 172 Prince Avenue, Freeport, NY, as a Landmark.

1 2 3 4 5

6 7 8



9 10 11 12

1



VILLAGE OF FREEPORT
VILLAGE CLERK
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520
(516) 377-2300 FAX (516) 771-4127

ROBERT T. KENNEDY
MAYOR

PAMELA WALSH BOENING
VILLAGE CLERK

VIA CERTIFIED MAIL AND FIRST CLASS MAIL

January 29, 2025

Peter Cirrisi
171 Prince Avenue
Freeport, New York 11520

RE: Landmark Designation Application
Pillar located at 171 Prince Avenue
Freeport, NY 11520
a/k/a Section 55, Block 347, Lot 6

Dear Sir/Madam,

On October 15, 2024, the Stearns Park Civic Association submitted an application to the Freeport Landmarks Preservation Commission for consideration of the pillar located at the above-mentioned premises for landmark designation. The Landmarks Preservation Commission held a public hearing on November 25, 2024 at 6:30 P.M. in the Village Hall on the application for the pillar and recommended to the Village Board that the pillar, identifying Sterns Park, be declared a Landmark.

The Board of Trustees will hold a public hearing on said application on February 10, 2025 at 5:30 P.M., in the Village Hall Municipal Building 46 N. Ocean Avenue, 2nd floor, Main Conference Room.

For your convenience a copy of the application, the November 25, 2024 transcript, and a copy of the public notice have been enclosed. If you have any questions please contact the undersigned.

Sincerely,

Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk

Enclosures

cc: Pietrina J. Reda, Landmarks Preservation Commission Chairperson

APPLICATION FOR LANDMARK DESIGNATION
Landmark Preservation Commission
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

2024 SEP 13 P 3:12

Application No. 111-1-10
Sec. 55 Block 347 Lot 6

NAME: Stearns Park Civic Association c/o Linda Silva Thompson

DATE: 9/18/2024

ADDRESS: P.O. Box 713, Freeport, NY TELEPHONE: 413-530-1234

ORGANIZATION (if any): Civic Association: Stearns Park Civic Association (SPCA)

IDENTIFICATION

1. BUILDING NAMES(S): SPCA Pillar (not a building)

2. COUNTY: Nassau TOWN/CITY: Freeport

VILLAGE: Freeport

3. STREET LOCATION: 171 Prince Avenue

4. OWNERSHIP: Peter Cirrisi

5. PRESENT OWNER: Peter Cirrisi ADDRESS: 171 Prince Avenue

6. USE: Historical marker

7. ACCESSIBILITY TO PUBLIC:
Exterior visible from public road: Yes

DESCRIPTION: White pillar with the words "Stearns Park" that helps identify the Stearns Park boundary.

8. BUILDING MATERIAL: Concrete

9. STRUCTURAL SYSTEMS: N/A

10. CONDITION: Good

11. INTEGRITY: Good

12. PHOTO: See below

13. MAP: See attachment below

14. THREATS TO BUILDING: Demolishment

15. RELATED OUTBUILDINGS AND PROPERTY: Don't know

16. SURROUNDINGS OF THE BUILDING: Residential

17. INTERRELATIONSHIP OF BUILDING AND SURROUNDINGS:
This pillar stands in front of the house located at 171 Prince Avenue.

18. OTHER NOTABLE FEATURES OF THE BUILDING AND SITE:
This pillar is one of three remaining in Stearns Park, as others have been demolished because they were not landmarked. We are trying to preserve the remaining pillars.

19. SIGNIFICANCE:
DATE OF INITIAL CONSTRUCTION: Can't find info
ARCHITECT: Unknown
BUILDER: Unknown

20. HISTORICAL AND ARCHITECTURAL IMPORTANCE:
This pillar welcomed visitors and residents to Stearns Park, dating back to the early 1900s. We want to preserve the remaining pillars so that they can't be demolished.

21. SOURCES: N/A

A brief history of Stearns Park

Stearns Park, referred to as "The Tuxedo of Freeport" in 1925 is named after Hugo Stearns (1866-1942) who came to the United States from Germany in 1888 and began a business career which culminated in his control of the ostrich feather market. He purchased a large tract of land in Freeport along Pennsylvania Avenue in or about 1905.

It is reported that the land was originally comprised of eight farms including the Dykeman and Chabolt farms. His plan was to create one of the finest and most exclusive residential parks on Long Island. No expense would be spared to achieve this goal. He laid out many streets and residential plots with extensive landscaping.

He did not uproot the existing trees or shrubbery. Long driveways were also part of his plan, as well as spacious lots of land so the houses would not be crowded together.

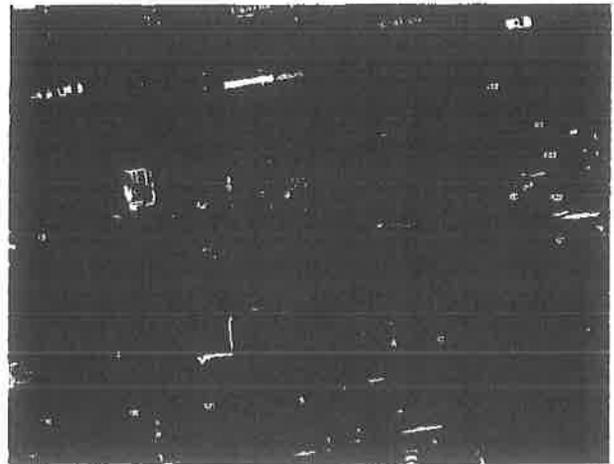
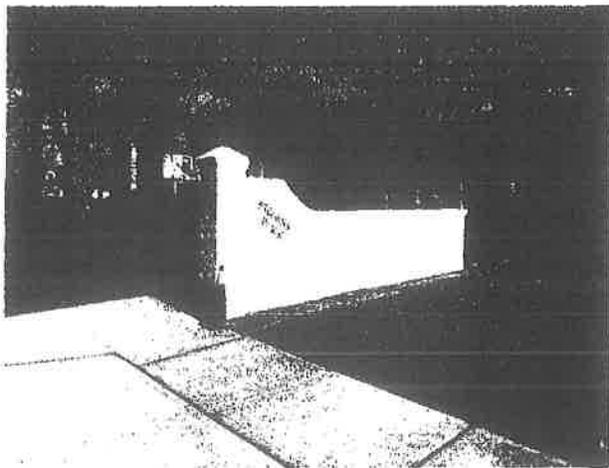
(continued on next page)

About 1916, Stearns built a 9-hole golf course on 100 acres known as the Milburn Country Club that extended almost to Grand Avenue in Baldwin from Brookside Avenue and Milburn Creek.

A newspaper ad in 1921 encouraged home buyers to "Live in exclusive Stearns Park adjoining the Milburn Country Club." Another ad in the same year referred to the community as "the finest residential section."

Eventually, friends of Stearns convinced him to sell them some of the property. By 1925, there were 35 expensive and stylish homes in Stearns Park. This "club colony" was one of the show places of Freeport. Gabriel Heatter lived in several homes in the area (257 Mount Joy Avenue, 470 Pennsylvania Avenue and 284 Putnam Avenue) and broadcast his radio show from some of them. In 1933, Lou Gehrig had his wedding reception at his wife's aunt's house who lived at 435 Pennsylvania Avenue. Stearns put the last forty-eight lots up for public sale on October 21, 1939.

The entrance to Stearns Park was about two blocks north of Seaman Avenue on Pennsylvania Avenue. Hugo and his wife Erna (1885-1968) lived at 426 and later, 378 Pennsylvania Avenue. Stearns died in the early 1940s. His wife died on July 28, 1968.



INCORPORATED VILLAGE OF FREEPORT
LANDMARKS PRESERVATION COMMISSION

MUNICIPAL BUILDING
46 North Ocean Avenue
Freeport, NY 11520

November 25, 2024
6:30 p.m.

M E M B E R S:

REGINA G. FEENEY	ACTING CHAIR
MARY M. KANE	COMMISSIONER
DENISE RUSHTON	COMMISSIONER
PAUL KAPLAN	COMMISSIONER
WILLY ZAMBRANO	COMMISSIONER
ROBERT BENNETT	COMMISSIONER

* * *

November 25, 2024

2

1
2 ACTING CHAIR FEENEY: Good evening,
3 everyone. My name is Regina Feeney. I am a
4 Commissioner of the Freeport Landmarks
5 Preservation Commission. I will be acting as
6 chair tonight. Pietrina, your chair, is
7 under the weather and can't make it.

8 So, let's start by raising and saying
9 the Pledge of Allegiance. Mary, would you
10 lead us?

11 (Pledge of Allegiance Recited.)

12 ACTING CHAIR FEENEY: Let's start by
13 introducing ourselves. Paul, would you
14 start?

15 MR. KAPLAN: Yes. Paul Kaplan. I
16 get to live in Stearns Park, which is great.
17 Unfortunately, because of that, I recuse
18 myself from voting.

19 MR. ZAMBRANO: Good evening. My name
20 is Willy Zambrano. I am an architect and I
21 have offices here in Freeport, 410 Atlantic
22 Avenue, Freeport. I'm a member of the
23 Landmark Preservation Commission.

24 MS. KANE: My name is Mary Kane. I
25 am a Commissioner with the Freeport Landmarks

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Preservation.

MR. BENNETT: Robert Bennett with RABCO Engineering, in Freeport almost 40 years, and also on the Board for the Landmarks Commission.

ACTING CHAIR FEENEY: Again, Regina Feeney, Member of Freeport Landmark Preservation Commission and also the Village of Freeport Historian.

MS. RUSHTON: Denise Rushton, member of the Landmark Preservation Commission.

ACTING CHAIR FEENEY: Thank you so much. So, tonight we have applications for three markers in the Stearns Park area. These applications were submitted by the Stearns Park Civic Association, care of Linda Silva Thompson.

Let's open the meeting by having Linda come up and say a few words as to where these landmarks are and why you think they should be landmarked.

MS. THOMPSON: So, before I say what you want me to say --

ACTING CHAIR FEENEY: Introduce

November 25, 2024

4

1
2 yourself and state your address.

3 MS. THOMPSON: Linda Silva Thompson.
4 I live at 199 Moore Avenue in the beautiful
5 neighborhood of Stearns Park.

6 So, I'd like to start by saying thank
7 you, first of all, to Paul for really pushing
8 this. I think since he retired, this has
9 become one of his callings in life. So, this
10 is a great day and a testament to what
11 perseverance means.

12 I'd also like to say thank you to
13 you, Regina, because it's because of you and
14 coming before Stearns Park several times and
15 your guidance and your passion for the
16 history of Stearns Park that we're here
17 today.

18 And then to the full commission,
19 because we became before you, I don't know, a
20 couple of years ago to ask what we should do,
21 and you basically told us what to do. Then
22 we had amazing residents who then picked up
23 the ball and moved forward.

24 We were also fortunate, and I'd like
25 to thank the Village of Freeport, because

November 25, 2024

5

1
2 several years ago these three pillars were in
3 disrepair and we we're in danger of losing
4 them then. We petitioned the Village, and I
5 believe it was block grant funds that they
6 allocated that enabled the three pillars that
7 are remaining to be restored. So, we believe
8 there were at least six pillars that greeted
9 residents when they came into Stearns Park
10 and only three remain; two are on Prince and
11 one is on Pennsylvania.

12 So, we have watched over the years
13 the result of the pillars not being
14 landmarked, which means that basically the
15 property owner can tear them down and we have
16 no recourse; so, we are here tonight. Even
17 though there's just a few of us -- could you
18 stand up -- I didn't come alone -- usually
19 there's a big crowd of us. We never come
20 alone. We always come as a united effort.
21 But we're here to ask you to vote to landmark
22 these pillars and to allow these three
23 applications to move forward to the trustees
24 who I think have to vote on it, if you so
25 agree.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

So, any questions that you have of me?

ACTING CHAIR FEENEY: I have a question. How do the home owners who these pillars property is on, how do they feel? Are they indifferent?

MS. THOMPSON: I would say they're indifferent. I think that one that we know of on Prince is an absentee landlord and the property is rented. The property across the street, we believe, is owner occupied. That would be -- Deb, help me. Deb, you live on what side?

MS. WELCH: I live on the --

THE AUDIENCE: (Inaudible.)

MS. THOMPSON: The south side is the absentee; the north side, we believe, is owner occupied; and the one on Pennsylvania is owner occupied.

ACTING CHAIR FEENEY: Do you know if any of those people are members of the Stearns Park Civic Association?

MS. THOMPSON: I do not believe that they are.

1
2 ACTING CHAIR FEENEY: Does anybody
3 else have questions or comments?

4 MS. KANE: I just have a question.
5 Is there anyone here tonight who has a pillar
6 on their physical property? No?

7 MS. THOMPSON: Any other questions?

8 ACTING CHAIR FEENEY: Any other
9 questions?

10 (No response was heard.)

11 ACTING CHAIR FEENEY: Thank you very
12 much. Is there anybody else from the
13 audience that would like to get up and say a
14 few words about the markers and the
15 importance of having them landmarked?

16 If you could come up to the mic and
17 introduce yourself and give us your address.

18 MR. McLAUGHLIN: Peter McLaughlin.
19 Address is 140 Connecticut Avenue, Freeport.

20 ACTING CHAIR FEENEY: Thank you.
21 Please tell us what you have to say.

22 MR. McLAUGHLIN: Talking about the
23 pillars. A pillar identical to those we're
24 discussing tonight was situated on the east
25 side of Pennsylvania Avenue between Craig and

1
2 California Avenues. I was aware of its
3 existence when I moved to Stearns Park in
4 1972. Sometime, probably in the late 70's or
5 80's, I believe it was knocked down by one or
6 both home owners who owned the properties
7 bordering that site, and all traces of those
8 pillars existence was removed. That place
9 would have marked the southern boundary of
10 Stearns property, which continued across
11 Pennsylvania Avenue, west to Delaware Avenue
12 where it united with the property that it
13 became Willow Brook Golf Course.

14 The loss of that historic pillar
15 erased an important fact in the history of
16 Hugo Stearns property, and the reason I'm
17 supporting the landmarking of the remaining
18 pillars marking the boundary of Stearns Park.
19 Keep history alive.

20 ACTING CHAIR FEENEY: Thank you very
21 much. Anybody else from the community like
22 to say a few words?

23 Please introduce yourself and give us
24 your address.

25 MRS. KAPLAN: Hi. My name is Jill

November 25, 2024

9

1 Kaplan. I live at 203 Mounty Joy Avenue in
2 Stearns Park. My husband and I Paul, full
3 disclosure, we have been here since -- we
4 bought our house in 1982. What we loved when
5 we first came here, what made us want to come
6 here, was the unique beauty, that it was not
7 this cookie cutter every house is the same;
8 every house has character and history.

9 Certainly over the decades we understand that
10 people want to make changes. We love that
11 there is a site committee that kind of
12 oversees that you can't build these
13 monstrosities, these things that just don't
14 fit into the aesthetics, and there's a
15 continuity there. There is an effort and a
16 conscious effort to keep that.

17
18 As Pete said, as Linda has said, the
19 loss of these pieces of history are certainly
20 a loss to us, for those who don't know about
21 it, who are then going to come into the
22 community. Also, like as I was sitting
23 here -- we're sitting in Village Hall, which
24 is a replica of Independence Hall. There is
25 history that is obvious, and then there is

November 25, 2024

10

1
2 quiet history, and it's all important to
3 maintain it. So, I move -- again, I'm just
4 again asking, along with everyone else, to be
5 able to have these physical presences that we
6 can refer to, that we can point to and we can
7 teach others about. Thank you.

8 ACTING CHAIR FEENEY: Thank you. I
9 know we have new arrivals. Would anybody
10 like to get up and say a few words? When you
11 come to the mic, please introduce yourself
12 and give your address.

13 MS. WEBB: Good evening. My name is
14 Monica Webb. I live at 191 Green Avenue.
15 The only reason I'm up tonight is because
16 three of my friends are not here, and one of
17 the friends is my husband, Vernon Webb. He
18 has worked in Stearns Park for quite some
19 time, and he's worked on those pillars quite
20 some time. My husband is Vernon Webb, and my
21 neighbor is Hazel Gibbons and Robin Mitchell.
22 The three of them cannot be here tonight. My
23 husband is sick and Hazel is taking care of
24 her sister who is gravely ill. So, if I
25 didn't say anything, shame on me. This is

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

very, very important to them. I just wanted to contribute tonight. Thank you.

ACTING CHAIR FEENEY: Thank you. Anyone else have any words they'd like to get up and say? No?

I'd like to say, I want to thank Stearns Park. I think you are a real important aspect of our community. I love the work that you do. I'm glad that you are trying very hard to keep the integrity of your community and I thank you for all of that.

So, let's begin. I know, Paul, you have to recuse yourself. Let's begin. How we would like to vote?

MS. RUSHTON: I have a question, if I may. The Stearns Park group as a whole, what plan do you have on a go forward basis to be monitoring the status of the Stearns Park markers to make sure they're in good condition, that the home owners aren't going out with a sledge hammer and decimating them? They're going to need to be watched, monitored and kept in good repair when

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

needed.

MS. THOMPSON: So, these pillars are watched by everybody. I don't think anything could happen to them. We didn't know, actually, when the restoration was happening, part of one them was removed and it created a firestorm response on behalf of the neighborhood. So, I would say they are considered sacred treasures of the neighborhood and we all assume some responsibility for them. Stearns Park, we do pay dues every year. A few years ago, we established a legal fund. So, we do have a small amount of money set aside. If need be, I'm sure that we would be able to raise funds, if the Village did not provide funds to maintain the pillars. So, we are committed to this for the long run. We hope that the Village will support us in this, and we think the Village will, since they funded the dramatic, extensive restoration. I would very much be surprised if they didn't continue to support the maintenance of the pillars.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ACTING CHAIR FEENEY: How many people are in the Stearns Park Civic Association, currently?

MS. THOMPSON: We have more than 200.

ACTING CHAIR FEENEY: Thank you.

MR. BENNETT: Is it voluntary, the dues, or is it mandatory?

MS. THOMPSON: I would say it's voluntary. That's why we don't have very much money. But it's --

ACTING CHAIR FEENEY: Strongly suggested.

MS. THOMPSON: Strongly suggested. We meet on Zoom now. We used to meet face-to-face, but we started meeting on Zoom over COVID, and it seems to work better for our members. We're trying to encourage younger members of the neighborhood to come, and they have young children, so it works for them. And we have some members that don't like to come out at night.

So, that's a little bit about us. Any other questions that you have.

MR. KAPLAN: 554 households.

November 25, 2024

14

1
2 MR. ZAMBRANO: I think this is just a
3 comment from my end. As an architect, we
4 often try to preserve as much of the history
5 that we can and we try to design something
6 within the community. Preserving something
7 like this, I would say, is a piece of fabric
8 that you try to maintain within the community
9 that deserves to be preserved. Kudos to the
10 Association. Thank you for bringing this up.

11 MS. THOMPSON: Thank you.

12 ACTING CHAIR FEENEY: Any other
13 comments or questions?

14 (No response was heard.)

15 ACTING CHAIR FEENEY: So, I'm going
16 to go through the commissioners. You are
17 going to say you're in favor or not in favor.
18 We'll begin with the marker located at 479
19 Pennsylvania Avenue. Willy.

20 MR. ZAMBRANO: In favor.

21 ACTING CHAIR FEENEY: Mary.

22 MS. KANE: In favor.

23 ACTING CHAIR FEENEY: Bob.

24 MR. BENNETT: In favor.

25 ACTING CHAIR FEENEY: In favor.

November 25, 2024

15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MS. RUSHTON: In favor.

ACTING CHAIR FEENEY: For the marker located at 172 Prince Avenue, how do you vote?

MR. ZAMBRANO: In favor.

MS. KANE: In favor.

MR. BENNETT: In favor.

ACTING CHAIR FEENEY: In favor.

MS. RUSHTON: In favor.

ACTING CHAIR FEENEY: For the marker located at 171 Prince Avenue, how do you vote?

MR. ZAMBRANO: In favor.

MS. KANE: In favor.

MR. BENNETT: In favor.

ACTING CHAIR FEENEY: In favor.

MS. RUSHTON: In In Favor.

ACTING CHAIR FEENEY: Unanimous.

Congratulations.

So, this will be the first step. This will now be sent over to the Village and they will now have to take it up at one of their meetings. So, make sure you bring your civic association out to be there and have

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

your comments and support it.

So, I just want to close the hearing --

MR. KAPLAN: Do you know what time --

ACTING CHAIR FEENEY: I don't know the time frame, I'll ask Pat. We'll find out.

MS. RUSHTON: I think within 30 days for the Board of Trustees. We'll be giving a copy of this to the Village Clerk who will notify the board and set the hearing.

ACTING CHAIR FEENEY: You'll find out.

MRS. KAPLAN: I have a question. When it goes from this setting to the Village, is that on one of those Monday night meetings or a separate --

ACTING CHAIR FEENEY: I believe it's usually at the end of the meeting, most likely, and they will have a stenographer.

MRS. KAPLAN: We will know ahead of time?

ACTING CHAIR FEENEY: They will notify you.

November 25, 2024

17

1
2 So in closing, I just want to thank
3 the commissioners, I want to thank Stearns
4 Park. Congratulations. This is the first
5 step. So, hopefully, it's all going to
6 happen. Thank you so much everyone. The
7 meeting is now closed. Thank you so much.

8 (Time Ended: 6:48 p.m.)

9
10 * * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

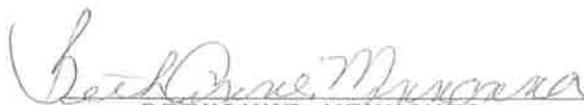
November 25, 2024

18

C E R T I F I C A T E

I, BETHANNE MENNONNA, a Notary Public within and for the State of New York do hereby certify that the foregoing is a true and accurate transcript of the proceedings, as taken stenographically by myself to the best of my ability, at the time and place aforementioned.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of December, 2024.


BETHANNE MENNONNA

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 10th day of February 2025 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 27th day of January 2025.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 27, 2025



VILLAGE OF FREEPORT
VILLAGE CLERK
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520
(516) 377-2300 FAX (516) 771-4127

ROBERT T. KENNEDY
MAYOR

PAMELA WALSH BOENING
VILLAGE CLERK

VIA CERTIFIED MAIL AND FIRST CLASS MAIL

January 29, 2025

Brandon and Krystie Burrell
172 Prince Avenue
Freeport, New York 11520

RE: Landmark Designation Application
Pillar located at 172 Prince Avenue
Freeport, NY 11520
a/k/a Section 55, Block M, Lot 502

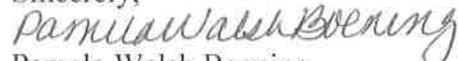
Dear Sir/Madam,

On October 15, 2024, the Stearns Park Civic Association submitted an application to the Freeport Landmarks Preservation Commission for consideration of the pillar located at the above-mentioned premises for landmark designation. The Landmarks Preservation Commission held a public hearing on November 25, 2024 at 6:30 P.M. in the Village Hall on the application for the pillar and recommended to the Village Board that the pillar, identifying Sterns Park, be declared a Landmark.

The Board of Trustees will hold a public hearing on said application on February 10, 2025 at 5:30 P.M., in the Village Hall Municipal Building 46 N. Ocean Avenue, 2nd floor, Main Conference Room.

For your convenience a copy of the application, the November 25, 2024 transcript, and a copy of the public notice have been enclosed. If you have any questions please contact the undersigned.

Sincerely,


Pamela Walsh Boening
Village Clerk

Enclosures

cc: Pietrina J. Reda, Landmarks Preservation Commission Chairperson

APPLICATION FOR LANDMARK DESIGNATION
Landmark Preservation Commission
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

2024 09 13 P 3:12

Application No. _____
Sec. 55 Block: M Lot 502

NAME: Stearns Park Civic Association c/o Linda Silva Thompson

DATE: 9/18/2024

ADDRESS: P.O. Box 713, Freeport, NY TELEPHONE: 413-530-1234

ORGANIZATION (if any): Civic Association: Stearns Park Civic Association (SPCA)

IDENTIFICATION

1. BUILDING NAMES(S): SPCA Pillar (not a building)

2. COUNTY: Nassau TOWN/CITY: Freeport

VILLAGE: Freeport

3. STREET LOCATION: 172 Prince Avenue

4. OWNERSHIP: Brandon/Krystle Burrell

5. PRESENT OWNER: Brandon/Krystle Burrell ADDRESS: 172 Prince Avenue

6. USE: Historical marker

7. ACCESSIBILITY TO PUBLIC:
Exterior visible from public road: Yes

DESCRIPTION: White pillar with the words "Stearns Park" that helps identify the Stearns Park boundary.

8. BUILDING MATERIAL: Concrete

9. STRUCTURAL SYSTEMS: N/A

10. CONDITION: Good

11. INTEGRITY: Good

12. PHOTO: See below
13. MAP: See attachment below
14. THREATS TO BUILDING: Demolishment
15. RELATED OUTBUILDINGS AND PROPERTY: Don't know
16. SURROUNDINGS OF THE BUILDING: Residential
17. INTERRELATIONSHIP OF BUILDING AND SURROUNDINGS:
This pillar stands in front of the house located at 172 Prince Avenue.
18. OTHER NOTABLE FEATURES OF THE BUILDING AND SITE:
This pillar is one of three remaining in Stearns Park, as others have been demolished because they were not landmarked. We are trying to preserve the remaining pillars.
19. SIGNIFICANCE:
DATE OF INITIAL CONSTRUCTION: Can't find info
ARCHITECT: Unknown
BUILDER: Unknown
20. HISTORICAL AND ARCHITECTURAL IMPORTANCE:
This pillar welcomed visitors and residents to Stearns Park, dating back to the early 1900s. We want to preserve the remaining pillars so that they can't be demolished.
21. SOURCES: N/A

A brief history of Stearns Park

Stearns Park, referred to as "The Tuxedo of Freeport" in 1925 is named after Hugo Stearns (1866-1942) who came to the United States from Germany in 1888 and began a business career which culminated in his control of the ostrich feather market. He purchased a large tract of land in Freeport along Pennsylvania Avenue in or about 1905.

It is reported that the land was originally comprised of eight farms including the Dykeman and Chabolt farms. His plan was to create one of the finest and most exclusive residential parks on Long Island. No expense would be spared to achieve this goal. He laid out many streets and residential plots with extensive landscaping.

He did not uproot the existing trees or shrubbery. Long driveways were also part of his plan, as well as spacious lots of land so the houses would not be crowded together.

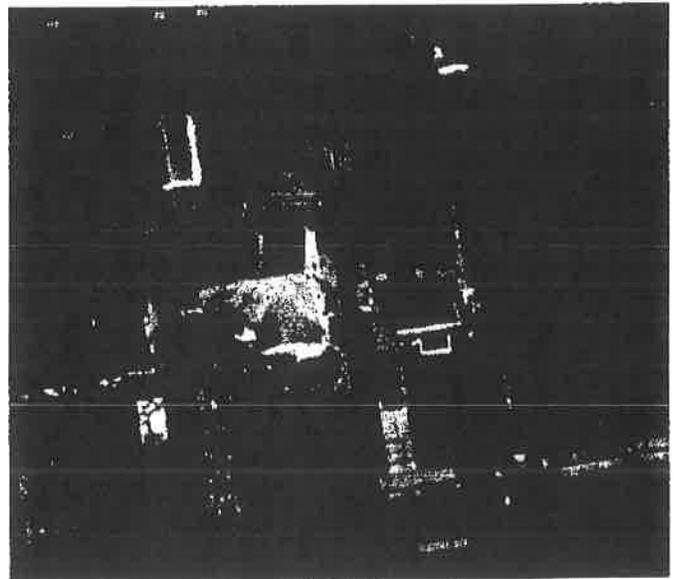
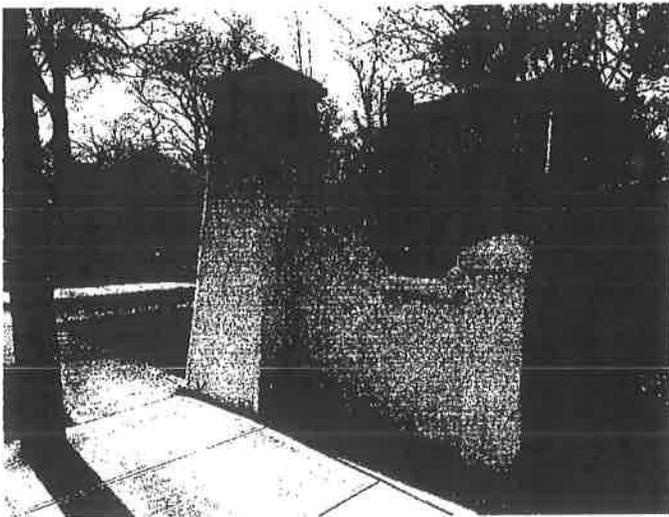
(continued on next page)

About 1916, Stearns built a 9-hole golf course on 100 acres known as the Milburn Country Club that extended almost to Grand Avenue in Baldwin from Brookside Avenue and Milburn Creek.

A newspaper ad in 1921 encouraged home buyers to "Live in exclusive Stearns Park adjoining the Milburn Country Club." Another ad in the same year referred to the community as "the finest residential section."

Eventually, friends of Stearns convinced him to sell them some of the property. By 1925, there were 35 expensive and stylish homes in Stearns Park. This "club colony" was one of the show places of Freeport. Gabriel Heatter lived in several homes in the area (257 Mount Joy Avenue, 470 Pennsylvania Avenue and 284 Putnam Avenue) and broadcast his radio show from some of them. In 1933, Lou Gehrig had his wedding reception at his wife's aunt's house who lived at 435 Pennsylvania Avenue. Stearns put the last forty-eight lots up for public sale on October 21, 1939.

The entrance to Stearns Park was about two blocks north of Seaman Avenue on Pennsylvania Avenue. Hugo and his wife Erna (1885-1968) lived at 426 and later, 378 Pennsylvania Avenue. Stearns died in the early 1940s. His wife died on July 28, 1968.



APPLICATION FOR LANDMARK DESIGNATION
Landmark Preservation Commission
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

RECEIVED

2024 SEP 13 P 3:12

Application No. 7107
Sec. 55 Block M Lot 502

NAME: Stearns Park Civic Association c/o Linda Silva Thompson

DATE: 9/18/2024

ADDRESS: P.O. Box 713, Freeport, NY TELEPHONE: 413-530-1234

ORGANIZATION (if any): Civic Association: Stearns Park Civic Association (SPCA)

IDENTIFICATION

1. BUILDING NAMES(S): SPCA Pillar (not a building)

2. COUNTY: Nassau TOWN/CITY: Freeport

VILLAGE: Freeport

3. STREET LOCATION: 172 Prince Avenue

4. OWNERSHIP: Brandon/Krystle Burrell

5. PRESENT OWNER: Brandon/Krystle Burrell ADDRESS: 172 Prince Avenue

6. USE: Historical marker

7. ACCESSIBILITY TO PUBLIC:
Exterior visible from public road: Yes

DESCRIPTION: White pillar with the words "Stearns Park" that helps identify the Stearns Park boundary.

8. BUILDING MATERIAL: Concrete

9. STRUCTURAL SYSTEMS: N/A

10. CONDITION: Good

11. INTEGRITY: Good

12. PHOTO: See below
13. MAP: See attachment below
14. THREATS TO BUILDING: Demolishment
15. RELATED OUTBUILDINGS AND PROPERTY: Don't know
16. SURROUNDINGS OF THE BUILDING: Residential
17. INTERRELATIONSHIP OF BUILDING AND SURROUNDINGS:
This pillar stands in front of the house located at 172 Prince Avenue.
18. OTHER NOTABLE FEATURES OF THE BUILDING AND SITE:
This pillar is one of three remaining in Stearns Park, as others have been demolished because they were not landmarked. We are trying to preserve the remaining pillars.
19. SIGNIFICANCE:
DATE OF INITIAL CONSTRUCTION: Can't find info
ARCHITECT: Unknown
BUILDER: Unknown
-
20. HISTORICAL AND ARCHITECTURAL IMPORTANCE:
This pillar welcomed visitors and residents to Stearns Park, dating back to the early 1900s. We want to preserve the remaining pillars so that they can't be demolished.
21. SOURCES: N/A

A brief history of Stearns Park

Stearns Park, referred to as "The Tuxedo of Freeport" in 1925 is named after Hugo Stearns (1866-1942) who came to the United States from Germany in 1888 and began a business career which culminated in his control of the ostrich feather market. He purchased a large tract of land in Freeport along Pennsylvania Avenue in or about 1905.

It is reported that the land was originally comprised of eight farms including the Dykeman and Chabolt farms. His plan was to create one of the finest and most exclusive residential parks on Long Island. No expense would be spared to achieve this goal. He laid out many streets and residential plots with extensive landscaping.

He did not uproot the existing trees or shrubbery. Long driveways were also part of his plan, as well as spacious lots of land so the houses would not be crowded together.

(continued on next page)

About 1916, Stearns built a 9-hole golf course on 100 acres known as the Milburn Country Club that extended almost to Grand Avenue in Baldwin from Brookside Avenue and Milburn Creek.

A newspaper ad in 1921 encouraged home buyers to "Live in exclusive Stearns Park adjoining the Milburn Country Club." Another ad in the same year referred to the community as "the finest residential section."

Eventually, friends of Stearns convinced him to sell them some of the property. By 1925, there were 35 expensive and stylish homes in Stearns Park. This "club colony" was one of the show places of Freeport. Gabriel Heatter lived in several homes in the area (257 Mount Joy Avenue, 470 Pennsylvania Avenue and 284 Putnam Avenue) and broadcast his radio show from some of them. In 1933, Lou Gehrig had his wedding reception at his wife's aunt's house who lived at 435 Pennsylvania Avenue. Stearns put the last forty-eight lots up for public sale on October 21, 1939.

The entrance to Stearns Park was about two blocks north of Seaman Avenue on Pennsylvania Avenue. Hugo and his wife Erna (1885-1968) lived at 426 and later, 378 Pennsylvania Avenue. Stearns died in the early 1940s. His wife died on July 28, 1968.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INCORPORATED VILLAGE OF FREEPORT
LANDMARKS PRESERVATION COMMISSION

MUNICIPAL BUILDING
46 North Ocean Avenue
Freeport, NY 11520

November 25, 2024
6:30 p.m.

M E M B E R S:

- | | |
|------------------|--------------|
| REGINA G. FEENEY | ACTING CHAIR |
| MARY M. KANE | COMMISSIONER |
| DENISE RUSHTON | COMMISSIONER |
| PAUL KAPLAN | COMMISSIONER |
| WILLY ZAMBRANO | COMMISSIONER |
| ROBERT BENNETT | COMMISSIONER |

* * *

November 25, 2024

2

1
2 ACTING CHAIR FEENEY: Good evening,
3 everyone. My name is Regina Feeney. I am a
4 Commissioner of the Freeport Landmarks
5 Preservation Commission. I will be acting as
6 chair tonight. Pietrina, your chair, is
7 under the weather and can't make it.

8 So, let's start by raising and saying
9 the Pledge of Allegiance. Mary, would you
10 lead us?

11 (Pledge of Allegiance Recited.)

12 ACTING CHAIR FEENEY: Let's start by
13 introducing ourselves. Paul, would you
14 start?

15 MR. KAPLAN: Yes. Paul Kaplan. I
16 get to live in Stearns Park, which is great.
17 Unfortunately, because of that, I recuse
18 myself from voting.

19 MR. ZAMBRANO: Good evening. My name
20 is Willy Zambrano. I am an architect and I
21 have offices here in Freeport, 410 Atlantic
22 Avenue, Freeport. I'm a member of the
23 Landmark Preservation Commission.

24 MS. KANE: My name is Mary Kane. I
25 am a Commissioner with the Freeport Landmarks

November 25, 2024

3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Preservation.

MR. BENNETT: Robert Bennett with RABCO Engineering, in Freeport almost 40 years, and also on the Board for the Landmarks Commission.

ACTING CHAIR FEENEY: Again, Regina Feeney, Member of Freeport Landmark Preservation Commission and also the Village of Freeport Historian.

MS. RUSHTON: Denise Rushton, member of the Landmark Preservation Commission.

ACTING CHAIR FEENEY: Thank you so much. So, tonight we have applications for three markers in the Stearns Park area. These applications were submitted by the Stearns Park Civic Association, care of Linda Silva Thompson.

Let's open the meeting by having Linda come up and say a few words as to where these landmarks are and why you think they should be landmarked.

MS. THOMPSON: So, before I say what you want me to say --

ACTING CHAIR FEENEY: Introduce

November 25, 2024

4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

yourself and state your address.

MS. THOMPSON: Linda Silva Thompson.
I live at 199 Moore Avenue in the beautiful
neighborhood of Stearns Park.

So, I'd like to start by saying thank
you, first of all, to Paul for really pushing
this. I think since he retired, this has
become one of his callings in life. So, this
is a great day and a testament to what
perseverance means.

I'd also like to say thank you to
you, Regina, because it's because of you and
coming before Stearns Park several times and
your guidance and your passion for the
history of Stearns Park that we're here
today.

And then to the full commission,
because we became before you, I don't know, a
couple of years ago to ask what we should do,
and you basically told us what to do. Then
we had amazing residents who then picked up
the ball and moved forward.

We were also fortunate, and I'd like
to thank the Village of Freeport, because

November 25, 2024

5

1
2 several years ago these three pillars were in
3 disrepair and we we're in danger of losing
4 them then. We petitioned the Village, and I
5 believe it was block grant funds that they
6 allocated that enabled the three pillars that
7 are remaining to be restored. So, we believe
8 there were at least six pillars that greeted
9 residents when they came into Stearns Park
10 and only three remain; two are on Prince and
11 one is on Pennsylvania.

12 So, we have watched over the years
13 the result of the pillars not being
14 landmarked, which means that basically the
15 property owner can tear them down and we have
16 no recourse; so, we are here tonight. Even
17 though there's just a few of us -- could you
18 stand up -- I didn't come alone -- usually
19 there's a big crowd of us. We never come
20 alone. We always come as a united effort.
21 But we're here to ask you to vote to landmark
22 these pillars and to allow these three
23 applications to move forward to the trustees
24 who I think have to vote on it, if you so
25 agree.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

So, any questions that you have of me?

ACTING CHAIR FEENEY: I have a question. How do the home owners who these pillars property is on, how do they feel? Are they indifferent?

MS. THOMPSON: I would say they're indifferent. I think that one that we know of on Prince is an absentee landlord and the property is rented. The property across the street, we believe, is owner occupied. That would be -- Deb, help me. Deb, you live on what side?

MS. WELCH: I live on the --

THE AUDIENCE: (Inaudible.)

MS. THOMPSON: The south side is the absentee; the north side, we believe, is owner occupied; and the one on Pennsylvania is owner occupied.

ACTING CHAIR FEENEY: Do you know if any of those people are members of the Stearns Park Civic Association?

MS. THOMPSON: I do not believe that they are.

November 25, 2024

7

1
2 ACTING CHAIR FEENEY: Does anybody
3 else have questions or comments?

4 MS. KANE: I just have a question.
5 Is there anyone here tonight who has a pillar
6 on their physical property? No?

7 MS. THOMPSON: Any other questions?

8 ACTING CHAIR FEENEY: Any other
9 questions?

10 (No response was heard.)

11 ACTING CHAIR FEENEY: Thank you very
12 much. Is there anybody else from the
13 audience that would like to get up and say a
14 few words about the markers and the
15 importance of having them landmarked?

16 If you could come up to the mic and
17 introduce yourself and give us your address.

18 MR. McLAUGHLIN: Peter McLaughlin.
19 Address is 140 Connecticut Avenue, Freeport.

20 ACTING CHAIR FEENEY: Thank you.
21 Please tell us what you have to say.

22 MR. McLAUGHLIN: Talking about the
23 pillars. A pillar identical to those we're
24 discussing tonight was situated on the east
25 side of Pennsylvania Avenue between Craig and

November 25, 2024

8

1
2 California Avenues. I was aware of its
3 existence when I moved to Stearns Park in
4 1972. Sometime, probably in the late 70's or
5 80's, I believe it was knocked down by one or
6 both home owners who owned the properties
7 bordering that site, and all traces of those
8 pillars existence was removed. That place
9 would have marked the southern boundary of
10 Stearns property, which continued across
11 Pennsylvania Avenue, west to Delaware Avenue
12 where it united with the property that it
13 became Willow Brook Golf Course.

14 The loss of that historic pillar
15 erased an important fact in the history of
16 Hugo Stearns property, and the reason I'm
17 supporting the landmarking of the remaining
18 pillars marking the boundary of Stearns Park.
19 Keep history alive.

20 ACTING CHAIR FEENEY: Thank you very
21 much. Anybody else from the community like
22 to say a few words?

23 Please introduce yourself and give us
24 your address.

25 MRS. KAPLAN: Hi. My name is Jill

November 25, 2024

9

1 Kaplan. I live at 203 Mounty Joy Avenue in
2 Stearns Park. My husband and I Paul, full
3 disclosure, we have been here since -- we
4 bought our house in 1982. What we loved when
5 we first came here, what made us want to come
6 here, was the unique beauty, that it was not
7 this cookie cutter every house is the same;
8 every house has character and history.

9
10 Certainly over the decades we understand that
11 people want to make changes. We love that
12 there is a site committee that kind of
13 oversees that you can't build these
14 monstrosities, these things that just don't
15 fit into the aesthetics, and there's a
16 continuity there. There is an effort and a
17 conscious effort to keep that.

18 As Pete said, as Linda has said, the
19 loss of these pieces of history are certainly
20 a loss to us, for those who don't know about
21 it, who are then going to come into the
22 community. Also, like as I was sitting
23 here -- we're sitting in Village Hall, which
24 is a replica of Independence Hall. There is
25 history that is obvious, and then there is

November 25, 2024

10

1
2 quiet history, and it's all important to
3 maintain it. So, I move -- again, I'm just
4 again asking, along with everyone else, to be
5 able to have these physical presences that we
6 can refer to, that we can point to and we can
7 teach others about. Thank you.

8 ACTING CHAIR FEENEY: Thank you. I
9 know we have new arrivals. Would anybody
10 like to get up and say a few words? When you
11 come to the mic, please introduce yourself
12 and give your address.

13 MS. WEBB: Good evening. My name is
14 Monica Webb. I live at 191 Green Avenue.
15 The only reason I'm up tonight is because
16 three of my friends are not here, and one of
17 the friends is my husband, Vernon Webb. He
18 has worked in Stearns Park for quite some
19 time, and he's worked on those pillars quite
20 some time. My husband is Vernon Webb, and my
21 neighbor is Hazel Gibbons and Robin Mitchell.
22 The three of them cannot be here tonight. My
23 husband is sick and Hazel is taking care of
24 her sister who is gravely ill. So, if I
25 didn't say anything, shame on me. This is

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

very, very important to them. I just wanted to contribute tonight. Thank you.

ACTING CHAIR FEENEY: Thank you. Anyone else have any words they'd like to get up and say? No?

I'd like to say, I want to thank Stearns Park. I think you are a real important aspect of our community. I love the work that you do. I'm glad that you are trying very hard to keep the integrity of your community and I thank you for all of that.

So, let's begin. I know, Paul, you have to recuse yourself. Let's begin. How we would like to vote?

MS. RUSHTON: I have a question, if I may. The Stearns Park group as a whole, what plan do you have on a go forward basis to be monitoring the status of the Stearns Park markers to make sure they're in good condition, that the home owners aren't going out with a sledge hammer and decimating them? They're going to need to be watched, monitored and kept in good repair when

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

needed.

MS. THOMPSON: So, these pillars are watched by everybody. I don't think anything could happen to them. We didn't know, actually, when the restoration was happening, part of one them was removed and it created a firestorm response on behalf of the neighborhood. So, I would say they are considered sacred treasures of the neighborhood and we all assume some responsibility for them. Stearns Park, we do pay dues every year. A few years ago, we established a legal fund. So, we do have a small amount of money set aside. If need be, I'm sure that we would be able to raise funds, if the Village did not provide funds to maintain the pillars. So, we are committed to this for the long run. We hope that the Village will support us in this, and we think the Village will, since they funded the dramatic, extensive restoration. I would very much be surprised if they didn't continue to support the maintenance of the pillars.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ACTING CHAIR FEENEY: How many people are in the Stearns Park Civic Association, currently?

MS. THOMPSON: We have more than 200.

ACTING CHAIR FEENEY: Thank you.

MR. BENNETT: Is it voluntary, the dues, or is it mandatory?

MS. THOMPSON: I would say it's voluntary. That's why we don't have very much money. But it's --

ACTING CHAIR FEENEY: Strongly suggested.

MS. THOMPSON: Strongly suggested. We meet on Zoom now. We used to meet face-to-face, but we started meeting on Zoom over COVID, and it seems to work better for our members. We're trying to encourage younger members of the neighborhood to come, and they have young children, so it works for them. And we have some members that don't like to come out at night.

So, that's a little bit about us. Any other questions that you have.

MR. KAPLAN: 554 households.

November 25, 2024

14

1
2 MR. ZAMBRANO: I think this is just a
3 comment from my end. As an architect, we
4 often try to preserve as much of the history
5 that we can and we try to design something
6 within the community. Preserving something
7 like this, I would say, is a piece of fabric
8 that you try to maintain within the community
9 that deserves to be preserved. Kudos to the
10 Association. Thank you for bringing this up.

11 MS. THOMPSON: Thank you.

12 ACTING CHAIR FEENEY: Any other
13 comments or questions?

14 (No response was heard.)

15 ACTING CHAIR FEENEY: So, I'm going
16 to go through the commissioners. You are
17 going to say you're in favor or not in favor.
18 We'll begin with the marker located at 479
19 Pennsylvania Avenue. Willy.

20 MR. ZAMBRANO: In favor.

21 ACTING CHAIR FEENEY: Mary.

22 MS. KANE: In favor.

23 ACTING CHAIR FEENEY: Bob.

24 MR. BENNETT: In favor.

25 ACTING CHAIR FEENEY: In favor.

November 25, 2024

15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MS. RUSHTON: In favor.

ACTING CHAIR FEENEY: For the marker located at 172 Prince Avenue, how do you vote?

MR. ZAMBRANO: In favor.

MS. KANE: In favor.

MR. BENNETT: In favor.

ACTING CHAIR FEENEY: In favor.

MS. RUSHTON: In favor.

ACTING CHAIR FEENEY: For the marker located at 171 Prince Avenue, how do you vote?

MR. ZAMBRANO: In favor.

MS. KANE: In favor.

MR. BENNETT: In favor.

ACTING CHAIR FEENEY: In favor.

MS. RUSHTON: In In Favor.

ACTING CHAIR FEENEY: Unanimous.

Congratulations.

So, this will be the first step. This will now be sent over to the Village and they will now have to take it up at one of their meetings. So, make sure you bring your civic association out to be there and have

November 25, 2024

16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

your comments and support it.

So, I just want to close the hearing --

MR. KAPLAN: Do you know what time --

ACTING CHAIR FEENEY: I don't know the time frame, I'll ask Pat. We'll find out.

MS. RUSHTON: I think within 30 days for the Board of Trustees. We'll be giving a copy of this to the Village Clerk who will notify the board and set the hearing.

ACTING CHAIR FEENEY: You'll find out.

MRS. KAPLAN: I have a question. When it goes from this setting to the Village, is that on one of those Monday night meetings or a separate --

ACTING CHAIR FEENEY: I believe it's usually at the end of the meeting, most likely, and they will have a stenographer.

MRS. KAPLAN: We will know ahead of time?

ACTING CHAIR FEENEY: They will notify you.

November 25, 2024

17

1
2 So in closing, I just want to thank
3 the commissioners, I want to thank Stearns
4 Park. Congratulations. This is the first
5 step. So, hopefully, it's all going to
6 happen. Thank you so much everyone. The
7 meeting is now closed. Thank you so much.

8 (Time Ended: 6:48 p.m.)

9
10 * * *

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

November 25, 2024

18

C E R T I F I C A T E

I, BETHANNE MENNONNA, a Notary Public within and for the State of New York do hereby certify that the foregoing is a true and accurate transcript of the proceedings, as taken stenographically by myself to the best of my ability, at the time and place aforementioned.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of December, 2024.


BETHANNE MENNONNA

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 10th day of February 2025 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 27th day of January 2025.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 27, 2025



VILLAGE OF FREEPORT
VILLAGE CLERK
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520
(516) 377-2300 FAX (516) 771-4127

ROBERT T. KENNEDY
MAYOR

PAMELA WALSH BOENING
VILLAGE CLERK

VIA CERTIFIED MAIL AND FIRST CLASS MAIL

January 29, 2025

Paul Bailey
479 Pennsylvania Avenue
Freeport, New York 11520

RE: Landmark Designation Application
Pillar located at 479 Pennsylvania Avenue
Freeport, NY 11520
a/k/a Section 36, Block K, Lot 39

Dear Sir/Madam,

On October 15, 2024, the Stearns Park Civic Association submitted an application to the Freeport Landmarks Preservation Commission for consideration of the pillar located at the above-mentioned premises for landmark designation. The Landmarks Preservation Commission held a public hearing on November 25, 2024 at 6:30 P.M. in the Village Hall on the application for the pillar and recommended to the Village Board that the pillar, identifying Sterns Park, be declared a Landmark.

The Board of Trustees will hold a public hearing on said application on February 10, 2025 at 5:30 P.M., in the Village Hall Municipal Building 46 N. Ocean Avenue, 2nd floor, Main Conference Room.

For your convenience a copy of the application, the November 25, 2024 transcript, and a copy of the public notice have been enclosed. If you have any questions please contact the undersigned.

Sincerely,

Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk

Enclosures

cc: Pietrina J. Reda, Landmarks Preservation Commission Chairperson

APPLICATION FOR LANDMARK DESIGNATION
Landmark Preservation Commission
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

2024 SEP 13 P 3:12

Application No. _____
Sec. 36 Block K Lot 39

NAME: Stearns Park Civic Association c/o Linda Silva Thompson

DATE: 9/18/2024

ADDRESS: P.O. Box 713, Freeport, NY TELEPHONE: 413-530-1234

ORGANIZATION (if any): Civic Association: Stearns Park Civic Association (SPCA)

IDENTIFICATION

1. BUILDING NAMES(S): SPCA Pillar (not a building)

2. COUNTY: Nassau TOWN/CITY: Freeport

VILLAGE: Freeport

3. STREET LOCATION: 479 Pennsylvania Avenue

4. OWNERSHIP: Paul Bailey

5. PRESENT OWNER: Paul Bailey ADDRESS: 479 Pennsylvania Ave.

6. USE: Historical marker

7. ACCESSIBILITY TO PUBLIC:
Exterior visible from public road: Yes

DESCRIPTION: White pillar with the words "Stearns Park" that helps identify the Stearns Park boundary.

8. BUILDING MATERIAL: Concrete

9. STRUCTURAL SYSTEMS: N/A

10. CONDITION: Good

11. INTEGRITY: Good

12. PHOTO: See below

13. MAP: See attachment below

14. THREATS TO BUILDING: Demolishment

15. RELATED OUTBUILDINGS AND PROPERTY: Don't know

16. SURROUNDINGS OF THE BUILDING: Residential

17. INTERRELATIONSHIP OF BUILDING AND SURROUNDINGS:
This pillar stands in front of the house located at 479 Pennsylvania Avenue.

18. OTHER NOTABLE FEATURES OF THE BUILDING AND SITE:
This pillar is one of three remaining in Stearns Park, as others have been demolished because they were not landmarked. We are trying to preserve the remaining pillars.

19. SIGNIFICANCE:
DATE OF INITIAL CONSTRUCTION: Can't find info
ARCHITECT: Unknown
BUILDER: Unknown

20. HISTORICAL AND ARCHITECTURAL IMPORTANCE:
This pillar welcomed visitors and residents to Stearns Park, dating back to the early 1900s. We want to preserve the remaining pillars so that they can't be demolished.

21. SOURCES: N/A

A brief history of Stearns Park

Stearns Park, referred to as "The Tuxedo of Freeport" in 1925 is named after Hugo Stearns (1866-1942) who came to the United States from Germany in 1888 and began a business career which culminated in his control of the ostrich feather market. He purchased a large tract of land in Freeport along Pennsylvania Avenue in or about 1905.

It is reported that the land was originally comprised of eight farms including the Dykeman and Chabolt farms. His plan was to create one of the finest and most exclusive residential parks on Long Island. No expense would be spared to achieve this goal. He laid out many streets and residential plots with extensive landscaping.

He did not uproot the existing trees or shrubbery. Long driveways were also part of his plan, as well as spacious lots of land so the houses would not be crowded together.

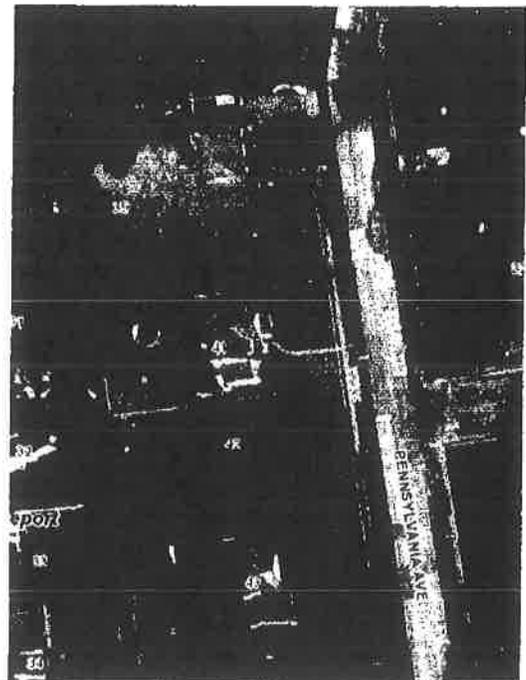
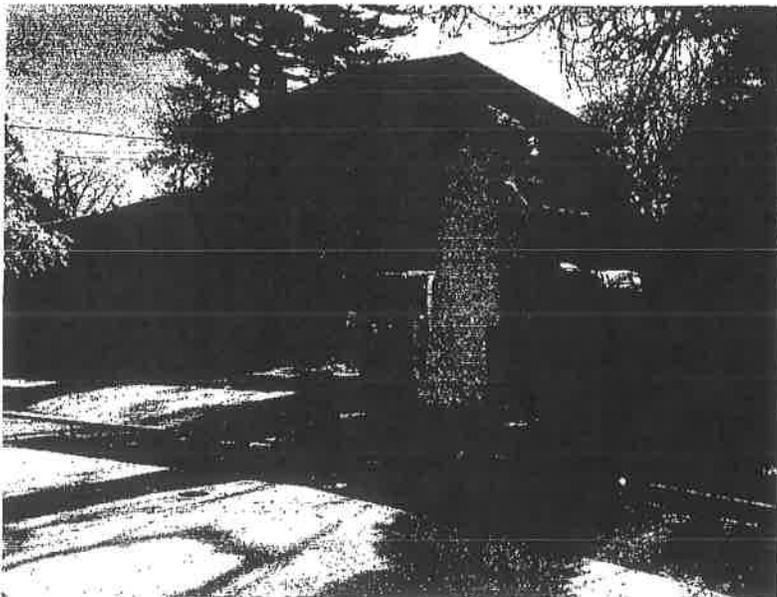
(continued on next page)

About 1916, Stearns built a 9-hole golf course on 100 acres known as the Milburn Country Club that extended almost to Grand Avenue in Baldwin from Brookside Avenue and Milburn Creek.

A newspaper ad in 1921 encouraged home buyers to "Live in exclusive Stearns Park adjoining the Milburn Country Club." Another ad in the same year referred to the community as "the finest residential section."

Eventually, friends of Stearns convinced him to sell them some of the property. By 1925, there were 35 expensive and stylish homes in Stearns Park. This "club colony" was one of the show places of Freeport. Gabriel Heatter lived in several homes in the area (257 Mount Joy Avenue, 470 Pennsylvania Avenue and 284 Putnam Avenue) and broadcast his radio show from some of them. In 1933, Lou Gehrig had his wedding reception at his wife's aunt's house who lived at 435 Pennsylvania Avenue. Stearns put the last forty-eight lots up for public sale on October 21, 1939.

The entrance to Stearns Park was about two blocks north of Seaman Avenue on Pennsylvania Avenue. Hugo and his wife Erna (1885-1968) lived at 426 and later, 378 Pennsylvania Avenue. Stearns died in the early 1940s. His wife died on July 28, 1968.



APPLICATION FOR LANDMARK DESIGNATION
Landmark Preservation Commission
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

RECEIVED

2024 SEP 13 P 3:12

Application No. _____
VILLAGE OF FREEPORT Sec. 36 Block K Lot 39

NAME: Stearns Park Civic Association c/o Linda Silva Thompson

DATE: 9/18/2024

ADDRESS: P.O. Box 713, Freeport, NY TELEPHONE: 413-530-1234

ORGANIZATION (if any): Civic Association: Stearns Park Civic Association (SPCA)

IDENTIFICATION

1. BUILDING NAMES(S): SPCA Pillar (not a building)

2. COUNTY: Nassau TOWN/CITY: Freeport

VILLAGE: Freeport

3. STREET LOCATION: 479 Pennsylvania Avenue

4. OWNERSHIP: Paul Bailey

5. PRESENT OWNER: Paul Bailey ADDRESS: 479 Pennsylvania Ave.

6. USE: Historical marker

7. ACCESSIBILITY TO PUBLIC:
Exterior visible from public road: Yes

DESCRIPTION: White pillar with the words "Stearns Park" that helps identify the Stearns Park boundary.

8. BUILDING MATERIAL: Concrete

9. STRUCTURAL SYSTEMS: N/A

10. CONDITION: Good

11. INTEGRITY: Good

12. PHOTO: See below
13. MAP: See attachment below
14. THREATS TO BUILDING: Demolishment
15. RELATED OUTBUILDINGS AND PROPERTY: Don't know
16. SURROUNDINGS OF THE BUILDING: Residential
17. INTERRELATIONSHIP OF BUILDING AND SURROUNDINGS:
This pillar stands in front of the house located at 479 Pennsylvania Avenue.
18. OTHER NOTABLE FEATURES OF THE BUILDING AND SITE:
This pillar is one of three remaining in Stearns Park, as others have been demolished because they were not landmarked. We are trying to preserve the remaining pillars.
19. SIGNIFICANCE:
DATE OF INITIAL CONSTRUCTION: Can't find info
ARCHITECT: Unknown
BUILDER: Unknown
20. HISTORICAL AND ARCHITECTURAL IMPORTANCE:
This pillar welcomed visitors and residents to Stearns Park, dating back to the early 1900s. We want to preserve the remaining pillars so that they can't be demolished.
21. SOURCES: N/A

A brief history of Stearns Park

Stearns Park, referred to as "The Tuxedo of Freeport" in 1925 is named after Hugo Stearns (1866-1942) who came to the United States from Germany in 1888 and began a business career which culminated in his control of the ostrich feather market. He purchased a large tract of land in Freeport along Pennsylvania Avenue in or about 1905.

It is reported that the land was originally comprised of eight farms including the Dykeman and Chabolt farms. His plan was to create one of the finest and most exclusive residential parks on Long Island. No expense would be spared to achieve this goal. He laid out many streets and residential plots with extensive landscaping.

He did not uproot the existing trees or shrubbery. Long driveways were also part of his plan, as well as spacious lots of land so the houses would not be crowded together.

(continued on next page)

About 1916, Stearns built a 9-hole golf course on 100 acres known as the Milburn Country Club that extended almost to Grand Avenue in Baldwin from Brookside Avenue and Milburn Creek.

A newspaper ad in 1921 encouraged home buyers to "Live in exclusive Stearns Park adjoining the Milburn Country Club." Another ad in the same year referred to the community as "the finest residential section."

Eventually, friends of Stearns convinced him to sell them some of the property. By 1925, there were 35 expensive and stylish homes in Stearns Park. This "club colony" was one of the show places of Freeport. Gabriel Heatter lived in several homes in the area (257 Mount Joy Avenue, 470 Pennsylvania Avenue and 284 Putnam Avenue) and broadcast his radio show from some of them. In 1933, Lou Gehrig had his wedding reception at his wife's aunt's house who lived at 435 Pennsylvania Avenue. Stearns put the last forty-eight lots up for public sale on October 21, 1939.

The entrance to Stearns Park was about two blocks north of Seaman Avenue on Pennsylvania Avenue. Hugo and his wife Erna (1885-1968) lived at 426 and later, 378 Pennsylvania Avenue. Stearns died in the early 1940s. His wife died on July 28, 1968.



INCORPORATED VILLAGE OF FREEPORT
LANDMARKS PRESERVATION COMMISSION

MUNICIPAL BUILDING
46 North Ocean Avenue
Freeport, NY 11520

November 25, 2024
6:30 p.m.

M E M B E R S:

- | | |
|------------------|--------------|
| REGINA G. FEENEY | ACTING CHAIR |
| MARY M. KANE | COMMISSIONER |
| DENISE RUSHTON | COMMISSIONER |
| PAUL KAPLAN | COMMISSIONER |
| WILLY ZAMBRANO | COMMISSIONER |
| ROBERT BENNETT | COMMISSIONER |

* * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

November 25, 2024

2

1
2 ACTING CHAIR FEENEY: Good evening,
3 everyone. My name is Regina Feeney. I am a
4 Commissioner of the Freeport Landmarks
5 Preservation Commission. I will be acting as
6 chair tonight. Pietrina, your chair, is
7 under the weather and can't make it.

8 So, let's start by raising and saying
9 the Pledge of Allegiance. Mary, would you
10 lead us?

11 (Pledge of Allegiance Recited.)

12 ACTING CHAIR FEENEY: Let's start by
13 introducing ourselves. Paul, would you
14 start?

15 MR. KAPLAN: Yes. Paul Kaplan. I
16 get to live in Stearns Park, which is great.
17 Unfortunately, because of that, I recuse
18 myself from voting.

19 MR. ZAMBRANO: Good evening. My name
20 is Willy Zambrano. I am an architect and I
21 have offices here in Freeport, 410 Atlantic
22 Avenue, Freeport. I'm a member of the
23 Landmark Preservation Commission.

24 MS. KANE: My name is Mary Kane. I
25 am a Commissioner with the Freeport Landmarks

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Preservation.

MR. BENNETT: Robert Bennett with RABCO Engineering, in Freeport almost 40 years, and also on the Board for the Landmarks Commission.

ACTING CHAIR FEENEY: Again, Regina Feeney, Member of Freeport Landmark Preservation Commission and also the Village of Freeport Historian.

MS. RUSHTON: Denise Rushton, member of the Landmark Preservation Commission.

ACTING CHAIR FEENEY: Thank you so much. So, tonight we have applications for three markers in the Stearns Park area. These applications were submitted by the Stearns Park Civic Association, care of Linda Silva Thompson.

Let's open the meeting by having Linda come up and say a few words as to where these landmarks are and why you think they should be landmarked.

MS. THOMPSON: So, before I say what you want me to say --

ACTING CHAIR FEENEY: Introduce

November 25, 2024

4

1
2 yourself and state your address.

3 MS. THOMPSON: Linda Silva Thompson.
4 I live at 199 Moore Avenue in the beautiful
5 neighborhood of Stearns Park.

6 So, I'd like to start by saying thank
7 you, first of all, to Paul for really pushing
8 this. I think since he retired, this has
9 become one of his callings in life. So, this
10 is a great day and a testament to what
11 perseverance means.

12 I'd also like to say thank you to
13 you, Regina, because it's because of you and
14 coming before Stearns Park several times and
15 your guidance and your passion for the
16 history of Stearns Park that we're here
17 today.

18 And then to the full commission,
19 because we became before you, I don't know, a
20 couple of years ago to ask what we should do,
21 and you basically told us what to do. Then
22 we had amazing residents who then picked up
23 the ball and moved forward.

24 We were also fortunate, and I'd like
25 to thank the Village of Freeport, because

November 25, 2024

5

1
2 several years ago these three pillars were in
3 disrepair and we we're in danger of losing
4 them then. We petitioned the Village, and I
5 believe it was block grant funds that they
6 allocated that enabled the three pillars that
7 are remaining to be restored. So, we believe
8 there were at least six pillars that greeted
9 residents when they came into Stearns Park
10 and only three remain; two are on Prince and
11 one is on Pennsylvania.

12 So, we have watched over the years
13 the result of the pillars not being
14 landmarked, which means that basically the
15 property owner can tear them down and we have
16 no recourse; so, we are here tonight. Even
17 though there's just a few of us -- could you
18 stand up -- I didn't come alone -- usually
19 there's a big crowd of us. We never come
20 alone. We always come as a united effort.
21 But we're here to ask you to vote to landmark
22 these pillars and to allow these three
23 applications to move forward to the trustees
24 who I think have to vote on it, if you so
25 agree.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

So, any questions that you have of me?

ACTING CHAIR FEENEY: I have a question. How do the home owners who these pillars property is on, how do they feel? Are they indifferent?

MS. THOMPSON: I would say they're indifferent. I think that one that we know of on Prince is an absentee landlord and the property is rented. The property across the street, we believe, is owner occupied. That would be -- Deb, help me. Deb, you live on what side?

MS. WELCH: I live on the --

THE AUDIENCE: (Inaudible.)

MS. THOMPSON: The south side is the absentee; the north side, we believe, is owner occupied; and the one on Pennsylvania is owner occupied.

ACTING CHAIR FEENEY: Do you know if any of those people are members of the Stearns Park Civic Association?

MS. THOMPSON: I do not believe that they are.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ACTING CHAIR FEENEY: Does anybody else have questions or comments?

MS. KANE: I just have a question. Is there anyone here tonight who has a pillar on their physical property? No?

MS. THOMPSON: Any other questions?

ACTING CHAIR FEENEY: Any other questions?

(No response was heard.)

ACTING CHAIR FEENEY: Thank you very much. Is there anybody else from the audience that would like to get up and say a few words about the markers and the importance of having them landmarked?

If you could come up to the mic and introduce yourself and give us your address.

MR. McLAUGHLIN: Peter McLaughlin. Address is 140 Connecticut Avenue, Freeport.

ACTING CHAIR FEENEY: Thank you. Please tell us what you have to say.

MR. McLAUGHLIN: Talking about the pillars. A pillar identical to those we're discussing tonight was situated on the east side of Pennsylvania Avenue between Craig and

November 25, 2024

8

1
2 California Avenues. I was aware of its
3 existence when I moved to Stearns Park in
4 1972. Sometime, probably in the late 70's or
5 80's, I believe it was knocked down by one or
6 both home owners who owned the properties
7 bordering that site, and all traces of those
8 pillars existence was removed. That place
9 would have marked the southern boundary of
10 Stearns property, which continued across
11 Pennsylvania Avenue, west to Delaware Avenue
12 where it united with the property that it
13 became Willow Brook Golf Course.

14 The loss of that historic pillar
15 erased an important fact in the history of
16 Hugo Stearns property, and the reason I'm
17 supporting the landmarking of the remaining
18 pillars marking the boundary of Stearns Park.
19 Keep history alive.

20 ACTING CHAIR FEENEY: Thank you very
21 much. Anybody else from the community like
22 to say a few words?

23 Please introduce yourself and give us
24 your address.

25 MRS. KAPLAN: Hi. My name is Jill

November 25, 2024

9

1 Kaplan. I live at 203 Mounty Joy Avenue in
2 Stearns Park. My husband and I Paul, full
3 disclosure, we have been here since -- we
4 bought our house in 1982. What we loved when
5 we first came here, what made us want to come
6 here, was the unique beauty, that it was not
7 this cookie cutter every house is the same;
8 every house has character and history.

9
10 Certainly over the decades we understand that
11 people want to make changes. We love that
12 there is a site committee that kind of
13 oversees that you can't build these
14 monstrosities, these things that just don't
15 fit into the aesthetics, and there's a
16 continuity there. There is an effort and a
17 conscious effort to keep that.

18 As Pete said, as Linda has said, the
19 loss of these pieces of history are certainly
20 a loss to us, for those who don't know about
21 it, who are then going to come into the
22 community. Also, like as I was sitting
23 here -- we're sitting in Village Hall, which
24 is a replica of Independence Hall. There is
25 history that is obvious, and then there is

November 25, 2024

10

1
2 quiet history, and it's all important to
3 maintain it. So, I move -- again, I'm just
4 again asking, along with everyone else, to be
5 able to have these physical presences that we
6 can refer to, that we can point to and we can
7 teach others about. Thank you.

8 ACTING CHAIR FEENEY: Thank you. I
9 know we have new arrivals. Would anybody
10 like to get up and say a few words? When you
11 come to the mic, please introduce yourself
12 and give your address.

13 MS. WEBB: Good evening. My name is
14 Monica Webb. I live at 191 Green Avenue.
15 The only reason I'm up tonight is because
16 three of my friends are not here, and one of
17 the friends is my husband, Vernon Webb. He
18 has worked in Stearns Park for quite some
19 time, and he's worked on those pillars quite
20 some time. My husband is Vernon Webb, and my
21 neighbor is Hazel Gibbons and Robin Mitchell.
22 The three of them cannot be here tonight. My
23 husband is sick and Hazel is taking care of
24 her sister who is gravely ill. So, if I
25 didn't say anything, shame on me. This is

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

very, very important to them. I just wanted to contribute tonight. Thank you.

ACTING CHAIR FEENEY: Thank you. Anyone else have any words they'd like to get up and say? No?

I'd like to say, I want to thank Stearns Park. I think you are a real important aspect of our community. I love the work that you do. I'm glad that you are trying very hard to keep the integrity of your community and I thank you for all of that.

So, let's begin. I know, Paul, you have to recuse yourself. Let's begin. How we would like to vote?

MS. RUSHTON: I have a question, if I may. The Stearns Park group as a whole, what plan do you have on a go forward basis to be monitoring the status of the Stearns Park markers to make sure they're in good condition, that the home owners aren't going out with a sledge hammer and decimating them? They're going to need to be watched, monitored and kept in good repair when

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

needed.

MS. THOMPSON: So, these pillars are watched by everybody. I don't think anything could happen to them. We didn't know, actually, when the restoration was happening, part of one them was removed and it created a firestorm response on behalf of the neighborhood. So, I would say they are considered sacred treasures of the neighborhood and we all assume some responsibility for them. Stearns Park, we do pay dues every year. A few years ago, we established a legal fund. So, we do have a small amount of money set aside. If need be, I'm sure that we would be able to raise funds, if the Village did not provide funds to maintain the pillars. So, we are committed to this for the long run. We hope that the Village will support us in this, and we think the Village will, since they funded the dramatic, extensive restoration. I would very much be surprised if they didn't continue to support the maintenance of the pillars.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ACTING CHAIR FEENEY: How many people are in the Stearns Park Civic Association, currently?

MS. THOMPSON: We have more than 200.

ACTING CHAIR FEENEY: Thank you.

MR. BENNETT: Is it voluntary, the dues, or is it mandatory?

MS. THOMPSON: I would say it's voluntary. That's why we don't have very much money. But it's --

ACTING CHAIR FEENEY: Strongly suggested.

MS. THOMPSON: Strongly suggested. We meet on Zoom now. We used to meet face-to-face, but we started meeting on Zoom over COVID, and it seems to work better for our members. We're trying to encourage younger members of the neighborhood to come, and they have young children, so it works for them. And we have some members that don't like to come out at night.

So, that's a little bit about us. Any other questions that you have.

MR. KAPLAN: 554 households.

November 25, 2024

14

1
2 MR. ZAMBRANO: I think this is just a
3 comment from my end. As an architect, we
4 often try to preserve as much of the history
5 that we can and we try to design something
6 within the community. Preserving something
7 like this, I would say, is a piece of fabric
8 that you try to maintain within the community
9 that deserves to be preserved. Kudos to the
10 Association. Thank you for bringing this up.

11 MS. THOMPSON: Thank you.

12 ACTING CHAIR FEENEY: Any other
13 comments or questions?

14 (No response was heard.)

15 ACTING CHAIR FEENEY: So, I'm going
16 to go through the commissioners. You are
17 going to say you're in favor or not in favor.
18 We'll begin with the marker located at 479
19 Pennsylvania Avenue. Willy.

20 MR. ZAMBRANO: In favor.

21 ACTING CHAIR FEENEY: Mary.

22 MS. KANE: In favor.

23 ACTING CHAIR FEENEY: Bob.

24 MR. BENNETT: In favor.

25 ACTING CHAIR FEENEY: In favor.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MS. RUSHTON: In favor.

ACTING CHAIR FEENEY: For the marker located at 172 Prince Avenue, how do you vote?

MR. ZAMBRANO: In favor.

MS. KANE: In favor.

MR. BENNETT: In favor.

ACTING CHAIR FEENEY: In favor.

MS. RUSHTON: In favor.

ACTING CHAIR FEENEY: For the marker located at 171 Prince Avenue, how do you vote?

MR. ZAMBRANO: In favor.

MS. KANE: In favor.

MR. BENNETT: In favor.

ACTING CHAIR FEENEY: In favor.

MS. RUSHTON: In In Favor.

ACTING CHAIR FEENEY: Unanimous.

Congratulations.

So, this will be the first step. This will now be sent over to the Village and they will now have to take it up at one of their meetings. So, make sure you bring your civic association out to be there and have

November 25, 2024

16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

your comments and support it.

So, I just want to close the hearing --

MR. KAPLAN: Do you know what time --

ACTING CHAIR FEENEY: I don't know the time frame, I'll ask Pat. We'll find out.

MS. RUSHTON: I think within 30 days for the Board of Trustees. We'll be giving a copy of this to the Village Clerk who will notify the board and set the hearing.

ACTING CHAIR FEENEY: You'll find out.

MRS. KAPLAN: I have a question. When it goes from this setting to the Village, is that on one of those Monday night meetings or a separate --

ACTING CHAIR FEENEY: I believe it's usually at the end of the meeting, most likely, and they will have a stenographer.

MRS. KAPLAN: We will know ahead of time?

ACTING CHAIR FEENEY: They will notify you.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

November 25, 2024

17

So in closing, I just want to thank the commissioners, I want to thank Stearns Park. Congratulations. This is the first step. So, hopefully, it's all going to happen. Thank you so much everyone. The meeting is now closed. Thank you so much.

(Time Ended: 6:48 p.m.)

* * *

November 25, 2024

18

C E R T I F I C A T E

I, BETHANNE MENNONNA, a Notary Public within and for the State of New York do hereby certify that the foregoing is a true and accurate transcript of the proceedings, as taken stenographically by myself to the best of my ability, at the time and place aforementioned.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of December, 2024.


BETHANNE MENNONNA

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 10th day of February 2025 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 27th day of January 2025.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 27, 2025

11/11/11

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

DIRECTIVE

TO: Howard E. Colton, Village Attorney January 30, 2025

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 27, 2025:

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

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 10th day of February 2025 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 27th day of January 2025.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 27, 2025

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

The Clerk polled the Board as follows:

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

cc:

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

11/11/11

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 10th day of February 2025 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 27th day of January 2025.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 27, 2025

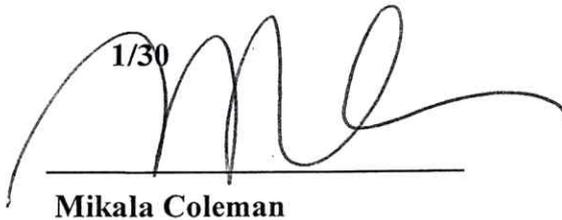


www.liherald.com

Affidavit of Publication

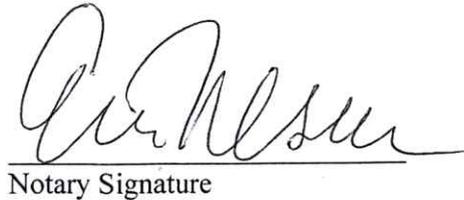
State Of New York,
Nassau County

Mikala Coleman being duly sworn, deposes and affirms that he/she is the principal clerk of Richner Communications, Inc., publishers of the **Freeport Herald**, a weekly newspaper published and mailed in the County of Nassau and which has been designated by the County as a newspaper of record for said County and that the notice AD# **151316** of which the annexed is a true copy was published in this newspaper on the following dates:

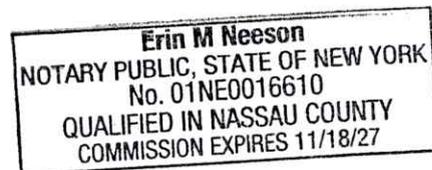
1/30


Mikala Coleman

Subscribed and sworn to before me this, January 30, 2025



Notary Signature



Inc. Village Of Freeport

BALDWIN HERALD • BELLMORE HERALD • EAST MEADOW HERALD • FRANKLIN SQUARE/ELMONT HERALD • FREEPORT HERALD • GLEN COVE HERALD
HEMPSTEAD BEACON • LONG BEACH HERALD • LYNBROOK/EAST ROCKAWAY HERALD • MALVERNE/WEST HEMPSTEAD HERALD • MERRICK HERALD
NASSAU HERALD • OCEANSIDE/ISLAND PARK HERALD • OYSTER BAY HERALD • ROCKAWAY JOURNAL • SEA CLIFF/GLEN HEAD HERALD
ROCKVILLE CENTRE HERALD • SEAFORD HERALD • SOUTH SHORE RECORD • UNIONDALE HERALD BEACON • VALLEY STREAM HERALD •
WANTAGH HERALD • AMITYVILLE HERALD RECORD • BABYLON HERALD BEACON • MASSAPEQUA HERALD POST •

2 Endo Boulevard • Garden City, NY 11530 • Voice: 516-569-4000 • Fax: 516-569-4631

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

STATE OF NEW YORK,
COUNTY OF NASSAU,
VILLAGE OF FREEPORT,
ss: I, PAMELA WALSH
BOENING, Clerk of the
Village of Freeport,
Nassau County, New
York, do hereby certify
that the foregoing is a
true and correct copy of
said notice duly
authorized by the Board
of Trustees of the said
Village at a meeting of
the Said Board of
Trustees, calling for a
public hearing to be duly
held in the Main
Conference Room of the
Municipal Building of the
Village of Freeport, 46 N.
Ocean Avenue, Freeport,
New York on the 10th
day of February 2025 at
5:30 P.M., and of the
whole thereof, as entered
upon the minutes of the
proceedings of the said

Board kept by me as
Village Clerk.
IN WITNESS WHEREOF, I
have hereunto set my
hand and affixed the
Corporate Seal of said
Village this 27th day of
January 2025.
Pamela Walsh Boening
Village Clerk
Dated:
Freeport, New York
January 27, 2025
151316

RE: LANDMARKS PUBLIC HEARING
RETURN TO: SAMANTHA SCALLEY

AFFIDAVIT OF POSTING

State of New York

County of Nassau

I, Brianna Montes, being duly sworn, deposes and states that on the 31st day of January, 2025 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

MUNICIPAL BUILDING **46 North Ocean Avenues**

MEMORIAL LIBRARY **144 West Merrick Road**

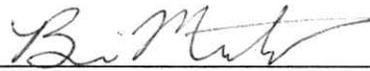
AND EMAILED/FAXED TO THE FOLLOWING LOCATIONS FOR POSTING:

RECREATION CENTER **130 E. Merrick Road**

FREEPORT HOSE CO. #1 **22 Southside Avenue**

FREEPORT HOSE CO. #2 **15 Broadway**

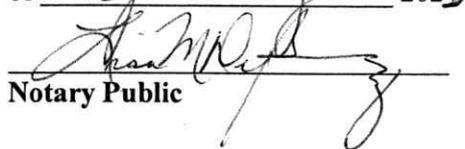
FREEPORT HOSE CO. #3 **375 South Bayview Avenue**



Deponent

Sworn to before me this 31 day

of January 2025


Notary Public

LISA M DEBOURG
NOTARY PUBLIC STATE OF NEW YORK
17-011-294362
Qualified in Nassau County
My Commission Expires December 16, 2025

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 10th day of February 2025 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 27th day of January 2025.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 27, 2025

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

STATE OF NEW YORK,
COUNTY OF NASSAU,
VILLAGE OF FREEPORT,
ss: I, PAMELA WALSH
BOENING, Clerk of the
Village of Freeport,
Nassau County, New
York, do hereby certify
that the foregoing is a
true and correct copy of
said notice duly
authorized by the Board
of Trustees of the said
Village at a meeting of
the Said Board of
Trustees, calling for a
public hearing to be duly
held in the Main
Conference Room of the
Municipal Building of the
Village of Freeport, 46 N.
Ocean Avenue, Freeport,
New York on the 10th
day of February 2025 at
5:30 P.M., and of the
whole thereof, as entered
upon the minutes of the
proceedings of the said
Board kept by me as
Village Clerk.

IN WITNESS WHEREOF, I
have hereunto set my
hand and affixed the
Corporate Seal of said
Village this 27th day of
January 2025.

Pamela Walsh Boening
Village Clerk

Dated:
Freeport, New York
January 27, 2025
151316

AFFIDAVIT OF MAILING

State of New York)
County of Nassau)
Village of Freeport) ss:

I, Brianna Montes, being duly sworn, deposes and states that on the 29th day of January 2025, the attached notice to property owners regarding the public hearing relative to the property located at: 171 Prince Avenue, Section: 55, Block 347, Lot 6 was duly delivered to the United States Post Office branch at Merrick Road and Ocean Avenue, Freeport, New York, and directed to the attached list of persons at the addresses designated, as same appears on the Assessment Rolls of the Village of Freeport, between which places there then was and now is a regular communication by mail.

Brianna Montes
Signature

Sworn to before me this 29 day

of January 2025

Lisa M Debourg
Notary Public, Nassau County, NY

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

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

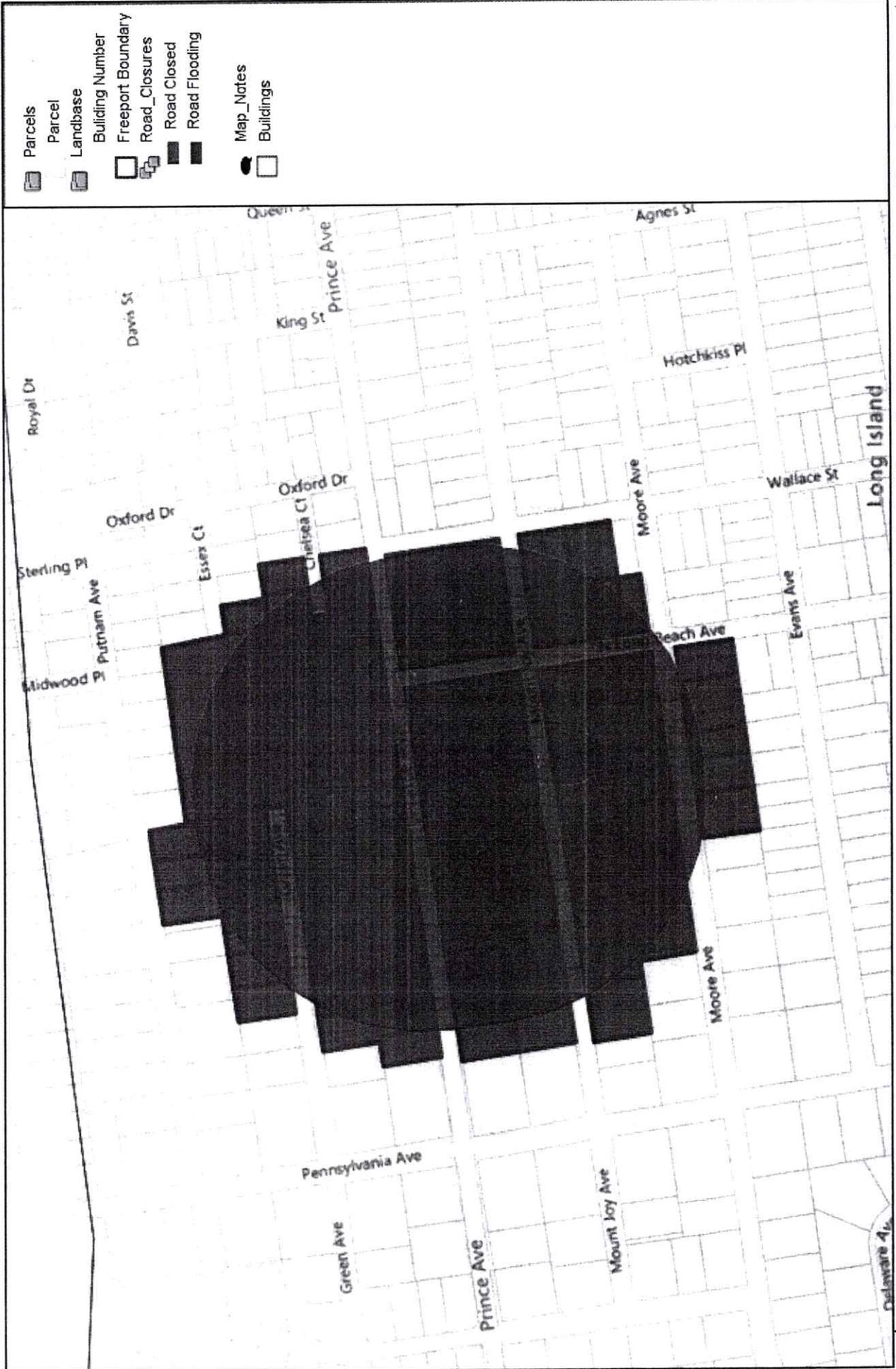
STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 10th day of February 2025 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 27th day of January 2025.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 27, 2025

171 Prince Avenue

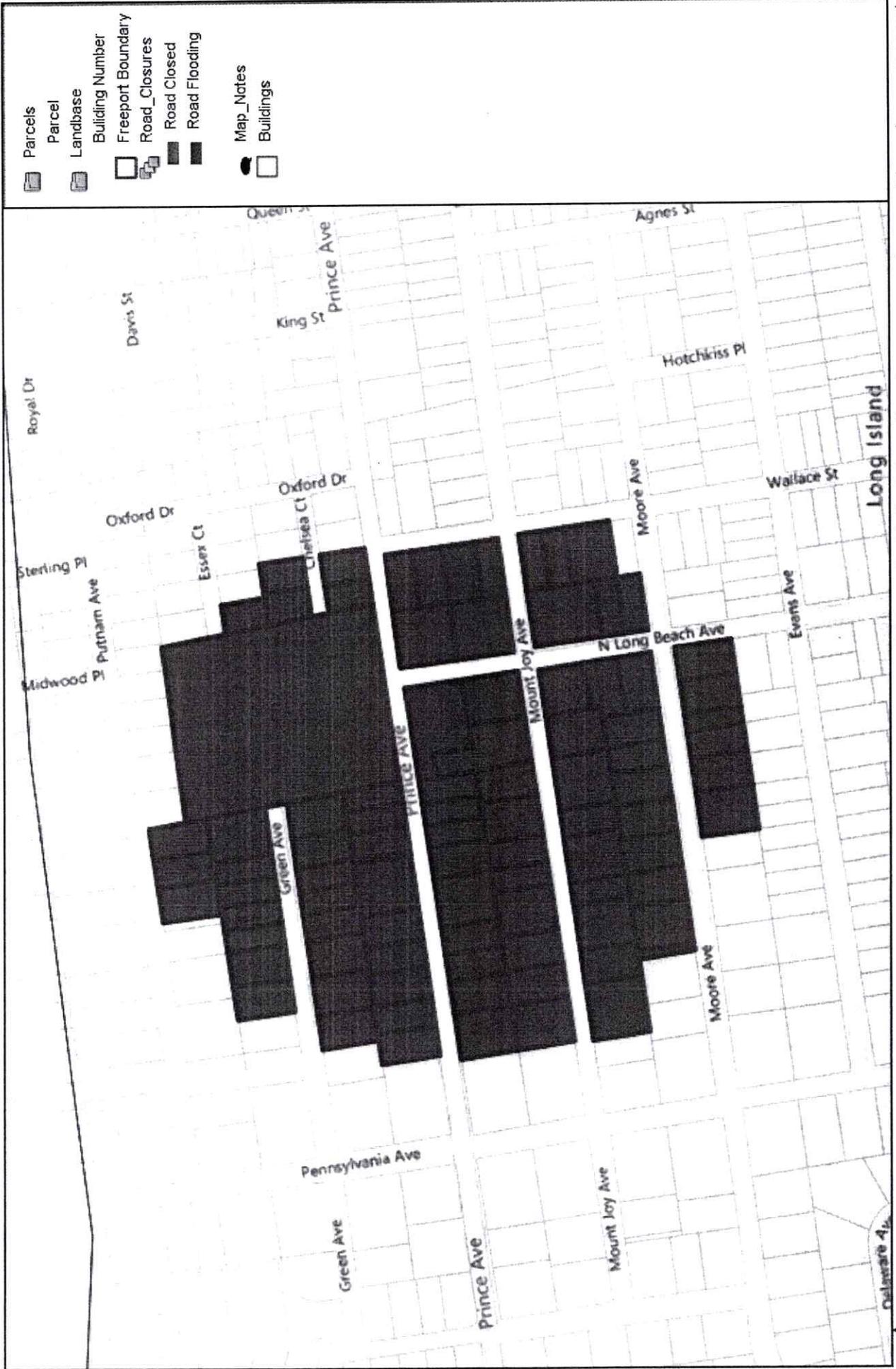


- Parcels
- Parcel
- Landbase
- Building Number
- Freepoint Boundary
- Road_Closures
- Road_Closed
- Road Flooding
- Map_Notes
- Buildings

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



171 Prince Avenue



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



171 Prince Ave 500 footers

89

416 0249

Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
RUSH CAROL	187 MOUNT JOY AVE	FREEPI RUSH CAROL		120 WEST SECOND ST	WEST ISLIP NY	11795-2104
CARTER RONALD H & PHY	121 MOUNT JOY AVE	FREEPI CARTER RONALD H & PHYLLIS		121 MOUNT JOY AVE	FREEPORT NY	11520-1442
PINCKNEY JEROME & FLO	122 MOUNT JOY AVE	FREEPI PINCKNEY JEROME & FLORENC		122 MOUNT JOY AVE	FREEPORT NY	11520-1423
MC EACHERN FREDERICK	138 MOUNT JOY AVE	FREEPI MC EACHERN FREDERICK &	JENNIFER	138 MOUNT JOY AVE	FREEPORT NY	11520-1423
OKEKE HUMPHERY & IJEO	14 CHELSEA CT	FREEPORT, N OKEKE HUMPHERY & IJEOMA		14 CHELSEA CT	FREEPORT NY	11520-1146
	141 MOORE AVE	FREEPORT, CALDERON ROSALINA		141 MOORE AVE	FREEPORT NY	11520-1441
BYNOE ROCHELLE & STEM	160 MOORE AVE	FREEPORT, BYNOE ROCHELLE & STEWART		1437 CHANDLER ST	FAR ROCKAWA	11691-3003
WILLIAMS RUSSEL	145 MOUNT JOY AVE	FREEPI WILLIAMS RUSSEL		145 MOUNT JOY AVE	FREEPORT NY	11520-1443
RIVAS MILAGROS & XAVIE	146 MOORE AVE	FREEPORT, RIVAS MILAGROS & XAVIER		146 MOORE AVE	FREEPORT NY	11520-1419
WHITE NEVILLE & SHARO	146 MOUNT JOY AVE	FREEPI WHITE NEVILLE & SHARON		146 MOUNT JOY AVE	FREEPORT NY	11520-1425
COOPER FRANCIS	147 MOORE AVE	FREEPORT, COOPER FRANCIS	HAIRSTON-COOPER N	147 MOORE AVE	FREEPORT NY	11520-1441
MACKIE TONYA & WAYNE	15 CHELSEA CT	FREEPORT, N MACKIE TONYA & WAYNE		15 CHELSEA CT	FREEPORT NY	11520-1112
EPILEPSY FOUNDATION O	187 PUTNAM AVE	FREEPOR' EPILEPSY FOUNDATION OF L		1500 HEMPSTEAD TPKE	EAST MEADOW	11554-1551
BROWN KAREEN	153 MOUNT JOY AVE	FREEPI BROWN KAREEN		153 MOUNT JOY AVE	FREEPORT NY	11520-1443
JACQUES-JEAN TREVOR	154 MOUNT JOY AVE	FREEPI JACQUES-JEAN TREVOR		154 MOUNT JOY AVE	FREEPORT NY	11520-1425
BOLDEN RAYMOND	186 PRINCE AVE	FREEPORT, BOLDEN RAYMOND		156 PUTMAN AVE	FREEPORT NY	11520-1140
FRIERSON DESIREE	0 MOORE AVE	FREEPORT, N' GERZOF STEPHEN DR		160 LAKE AVE	NEWTON CENT	02459-2109
HOSKINS SHARON T	0 MOORE AVE	FREEPORT, FRIERSON DESIREE		164 MOORE AVE	FREEPORT NY	11520-1419
GOORAHOO ANTHONY &	167 MOORE AVE	FREEPORT, GOORAHOO ANTHONY & SATIE		165 MOORE AVE	FREEPORT NY	11520-1441
	169 MOUNT JOY AVE	FREEPI DAVIS SHERMAN & NORMAN		167 MOORE AVE	FREEPORT NY	11520-1441
TOLBERT KOVACH HELENI	170 MOORE AVE	FREEPORT, TOLBERT KOVACH HELENE		169 MOUNT JOY AVE	FREEPORT NY	11520-1443
VAN BRUNT MARK	170 MOUNT JOY AVE	FREEPI VAN BRUNT MARK		170 MOORE AVE	FREEPORT NY	11520-1419
BURRELL KRYSTLE	172 PRINCE AVE	FREEPORT, BURRELL KRYSTLE	BURRELL BRANDON	170 MOUNT JOY AVE	FREEPORT NY	11520-1425
WILLIAMS JOHN C & BRAT	175 MOORE AVE	FREEPORT, WILLIAMS JOHN C & BRATHWA		172 PRINCE AVE	FREEPORT NY	11520-1122
MURRAY M & GAMMELL	175 PRINCE AVE	FREEPORT, MURRAY M & GAMMELL T		175 MOORE AVE	FREEPORT NY	11520-1441
BUTLER T & VAVAL J	175 PUTNAM AVE	FREEPOR' BUTLER T & VAVAL J		175 PRINCE ST	FREEPORT NY	11520-1121
WALTON TIMOTHY & REG	176 PRINCE AVE	FREEPORT, WALTON TIMOTHY & REGINE		175 PUTNAM AVE	FREEPORT NY	11520-1121
LIDDIE D AND BASTIEN P	177 GREEN AVE	FREEPORT, I LIDDIE D AND BASTIEN P		176 PRINCE AVE	FREEPORT NY	11520-1122
	178 MOUNT JOY AVE	FREEPI GRADY TERRY & ROWENA		177 GREEN AVE	FREEPORT NY	11520-1010
	179 MOUNT JOY AVE	FREEPI GOOCH SARAH		178 MOUNT JOY AVE	FREEPORT NY	11520-1425
GREY T AND PHILIPPE E P	179 PRINCE AVE	FREEPORT, GREY T AND PHILIPPE E P		179 MOUNT JOY AVE	FREEPORT NY	11520-1443
BIGHI LORENZO & MARY	180 GREEN AVE	FREEPORT, I BIGHI LORENZO & MARY ELLE		179 PRINCE AVE	FREEPORT NY	11520-1121
	180 GREEN AVE			180 GREEN AVE	FREEPORT NY	11520-1011

180 MOORE AVE FREEPORT, HETLAND H JAMES	180 MOORE AVE	FREEPORT NY	11520-1419
WEBBER FAMILY 2021 I/T 180 PRINCE AVE FREEPORT, WEBBER FAMILY 2021 I/T	180 PRINCE AVE	FREEPORT NY	11520-1122
LIGHTFOOT LEATRICE	182 MOORE AVE	FREEPORT NY	11520-1419
BAKER STEVEN & TINA	182 MOUNT JOY AVE FREEP BAKER STEVEN & TINA	FREEPORT NY	11520-1425
	183 GREEN AVE FREEPORT, I GUY BASTIEN	FREEPORT NY	11520-1012
MERTENS CHRISTOPHER	181 MOUNT JOY AVE FREEP MERTENS CHRISTOPHER & LAU	BALDWIN NY	11510-2417
HOLT MARILYN E	185 PRINCE AVE FREEPORT, HOLT MARILYN E	FREEPORT NY	11520-1121
	186 GREEN AVE FREEPORT, I GOLD ALLEN & JAYNE	FREEPORT NY	11520-1011
COARD JUDE AND DEBOR	186 MOORE AVE FREEPORT, COARD JUDE AND DEBORAH	FREEPORT NY	11520-1419
SMITH MIGNON	187 GREEN AVE FREEPORT, I SMITH MIGNON	FREEPORT NY	11520-1010
DECAL TONY & BEECHE H	188 MOUNT JOY AVE FREEP DECAL TONY & BEECHE H	FREEPORT NY	11520-1425
NUMA K AND LESPINAS I	19 CHELSEA CT FREEPORT, N NUMA K AND LESPINAS H	FREEPORT NY	11520-1112
	19 ESSEX CT FREEPORT, NY J HERRING GEORGE & MURIEL	FREEPORT NY	11520-1146
382 LONG BEACH AVE LLC	382 N LONG BEACH AVE FRE 382 LONG BEACH AVE LLC	HUNTINGTON	11743-6518
	191 GREEN AVE FREEPORT, I WEBB VERNON & MONICA	FREEPORT NY	11520-1010
MANCE ALVIN & DEBORA	191 PRINCE AVE FREEPORT, MANCE ALVIN & DEBORAH	FREEPORT NY	11520-1121
SUDAMA NARINE	192 GREEN AVE FREEPORT, I SUDAMA NARINE	FREEPORT NY	11520-1011
WILLIAMS CAROL	195 GREEN AVE FREEPORT, I WILLIAMS CAROL	FREEPORT NY	11520-1010
HAZEL GIBBONS FAM TRU	196 GREEN AVE FREEPORT, I HAZEL GIBBONS FAM TRUST	FREEPORT NY	11520-1011
SOTO JUAN C & YUNIOR C	196 PRINCE AVE FREEPORT, SOTO JUAN C & YUNIOR G	FREEPORT NY	11520-1122
HOPKINS TARIK & JACKSO	198 GREEN AVE FREEPORT, I HOPKINS TARIK & JACKSON	FREEPORT NY	11520-1011
HENRY MARCELLE J & RAJ	198 MOUNT JOY AVE FREEP HENRY MARCELLE J & RAMESH	FREEPORT NY	11520-1443
	20 CHELSEA CT FREEPORT, N BUDHU JANET	FREEPORT NY	11520-1146
HOLLAND BOBBIE & TANY	200 MOORE AVE FREEPORT, HOLLAND BOBBIE & TANYA	FREEPORT NY	11520-1419
RICHARDSON D SUZELLE	201 GREEN AVE FREEPORT, I RICHARDSON D SUZELLE	FREEPORT NY	11520-1010
PETERSON KAREN	201 MOUNT JOY AVE FREEP PETERSON KAREN	FREEPORT NY	11520-1443
DIAQUOI HERBY & MARJC	201 PRINCE AVE FREEPORT, DIAQUOI HERBY & MARJORIE	FREEPORT NY	11520-1121
SIDNEZ GREGORY & CARC	202 GREEN AVE FREEPORT, I SIDNEZ GREGORY & CAROLINA	FREEPORT NY	11520-1010
	202 PRINCE AVE FREEPORT, FARRINGTON WILLIAM & ANNA	FREEPORT NY	11520-1122
PAUL KAPLAN L/T	203 MOUNT JOY AVE FREEP PAUL KAPLAN L/T	FREEPORT NY	11520-1011
FRINK S AND STONE C	204 PRINCE AVE FREEPORT, FRINK S AND STONE C	FREEPORT NY	11520-1122
GOMEZ ELIAS & MICHELLI	205 PRINCE AVE FREEPORT, GOMEZ ELIAS & MICHELLE	FREEPORT NY	11520-1121
	206 MOUNT JOY AVE FREEP PIERRE GASPARD & KETTLYNE	FREEPORT NY	11520-1425
TURNER JERRY L & LOIS A	207 GREEN AVE FREEPORT, I TURNER JERRY L & LOIS A	FREEPORT NY	11520-1010

LOTT EDDIE & DEBRA TRU	208 GREEN AVE	FREEPORT NY	11520-1011
209 PRINCE AVE	FREEPORT, ROSS WILLIAM & RONNA	FREEPORT NY	11520-1121
210 PRINCE AVE	MANIRAM M & DHANRAJ B	FREEPORT NY	11520-1122
211 GREEN AVE	211 GREEN AVE	FREEPORT NY	11520-1010
215 MOUNT JOY AVE	JEANPIERRE ANDRE & CLAUDE	FREEPORT NY	11520-1443
216 PRINCE AVE	ROBINSON VICTOR	FREEPORT NY	11520-1022
217 PRINCE AVE	STAPLETON NATASHA & CECIL	FREEPORT NY	11520-1121
230 W BROADWAY	TRAPANI CHRISTOPHER J	LONG BEACH N	11561-3980
3553 BAYVIEW ST	MAKHLouF FAM 2021 I/T	SEAFORD NY	11783-3318
386 N LONG BEACH AVE	ETHERIDGE GARY W & VIVIAN	FREEPORT NY	11520-1439
387 WALLACE ST	PARSONS LINCOLN R & DOLOR	FREEPORT NY	11520-1444
393 N LONG BEACH AVE	CAMEAU ROLAND & CARMEL	FREEPORT NY	11520-1438
394 N LONG BEACH AVE	HERNANDEZ J & E	FREEPORT NY	11520-1439
407 WALLACE ST	BAILEY ROGER JR & SHEILA	FREEPORT NY	11520-1445
409 WALLACE ST	409 WALLACE ST	FREEPORT NY	11520-1445
414 N LONG BEACH AVE	JEUDY JR. CARL & INGRID	FREEPORT NY	11520-1440
419 N LONG BEACH AVE	419 N LONG BEACH AVE	FREEPORT NY	11520-1438
420 N LONG BEACH AVE	BROWN MELANIE L	FREEPORT NY	11520-1440
7512 FONTERA CT	186 MOUNT JOY AVE	LAS VEGAS NV	89139-6310
91 PRINCE AVE	91 PRINCE AVE	FREEPORT NY	11520-1119
PO BOX 573	HILL KEVIN & CELESTE	UNIONDALE N	11553-0573
C/O BANK OF AMER	SAMEDY MICHAEL E & JOYCE	FORT WORTH T	76161-0265

AFFIDAVIT OF MAILING

State of New York)
County of Nassau)
Village of Freeport) ss:

I, Brianna Montes, being duly sworn, deposes and states that on the 29th day of January 2025, the attached notice to property owners regarding the public hearing relative to the property located at: 172 Prince Avenue, Section: 55, Block M, Lot 502 was duly delivered to the United States Post Office branch at Merrick Road and Ocean Avenue, Freeport, New York, and directed to the attached list of persons at the addresses designated, as same appears on the Assessment Rolls of the Village of Freeport, between which places there then was and now is a regular communication by mail.

Brianna Montes
Signature

Sworn to before me this 29 day

of January 2025

Lisa M Debourg
Notary Public, Nassau County, NY

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

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

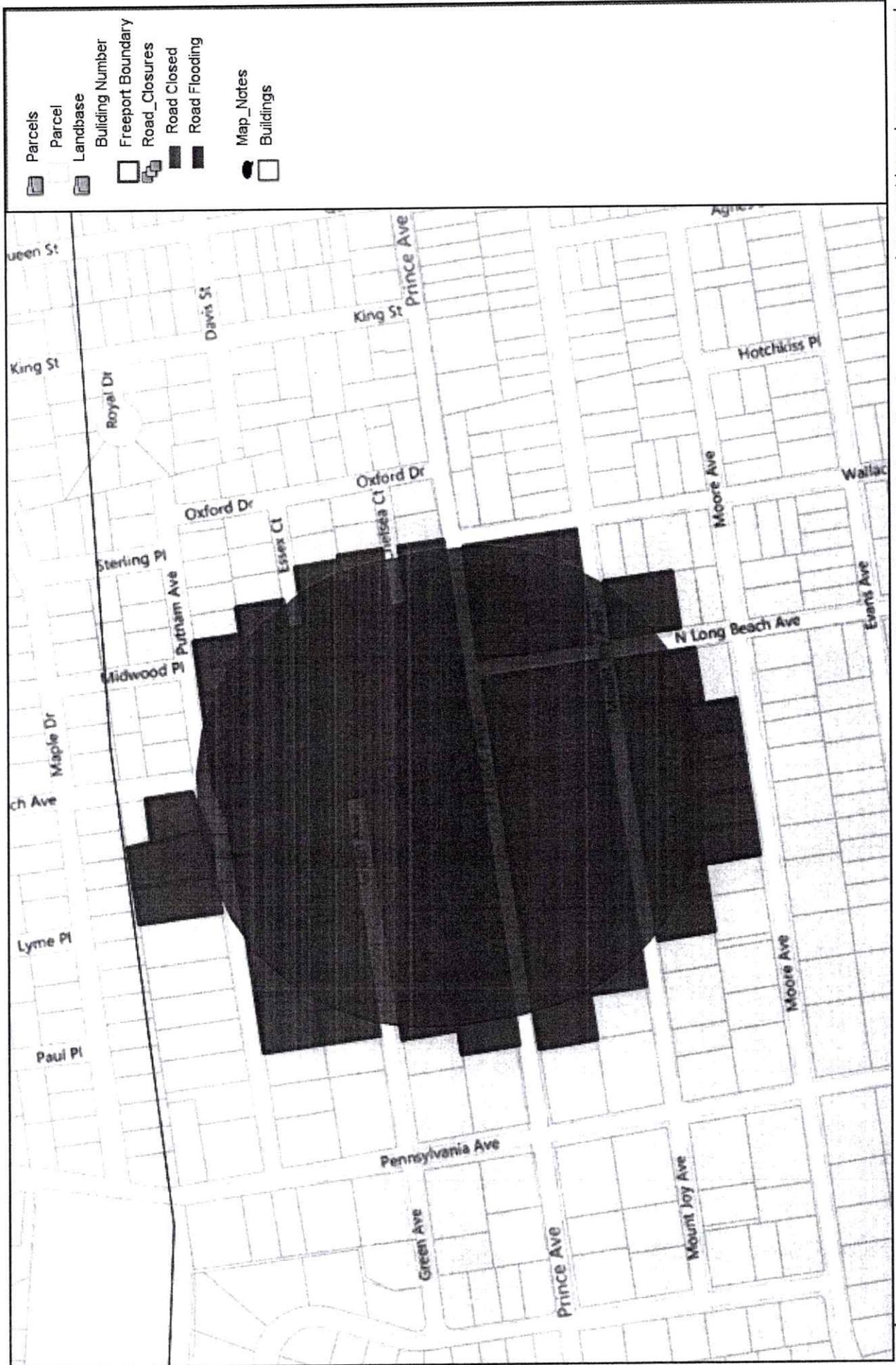
STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 10th day of February 2025 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 27th day of January 2025.

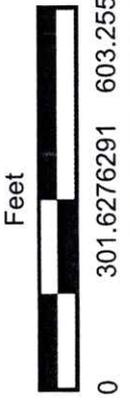
Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 27, 2025

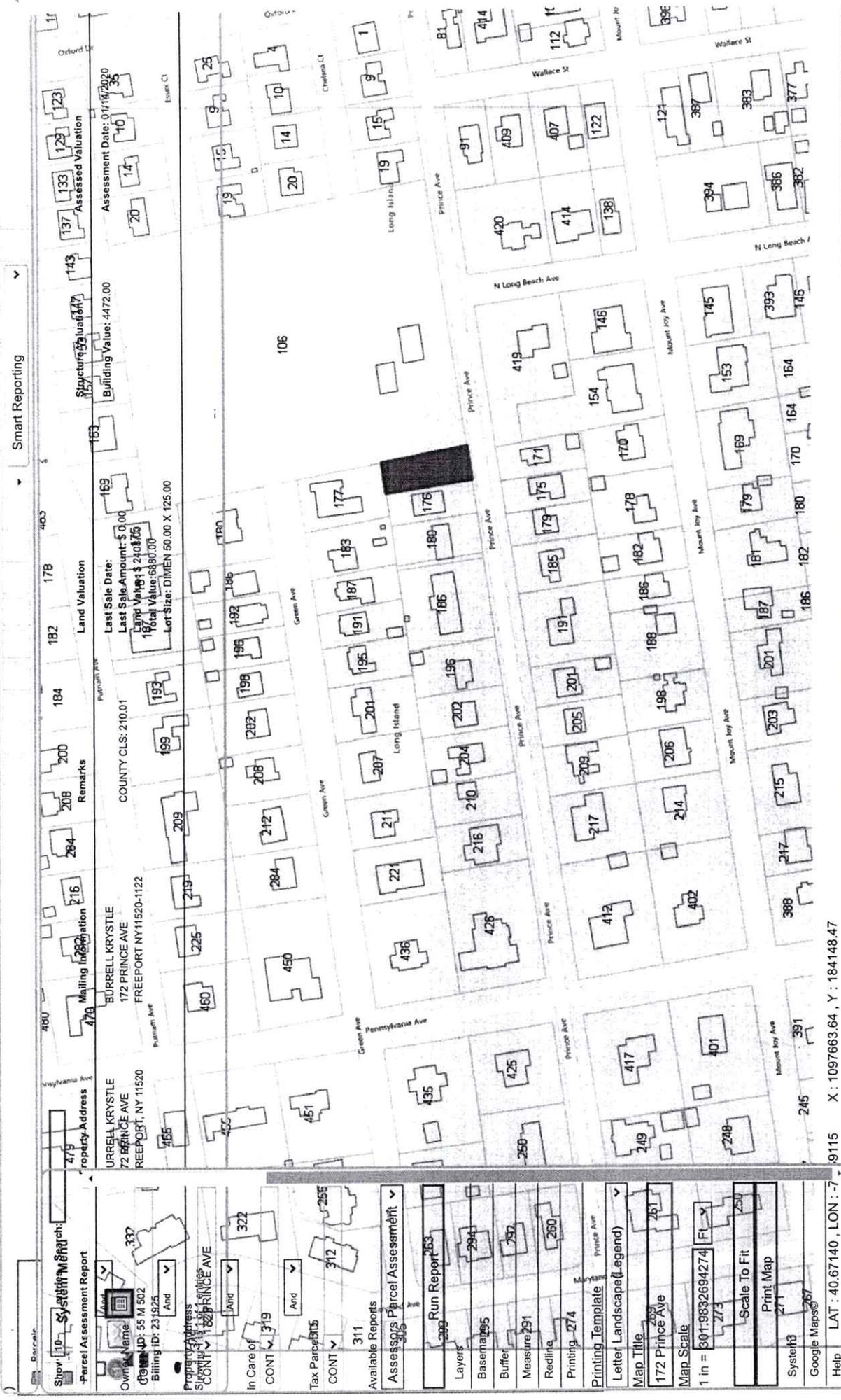
172 Prince Ave



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



172 Prince



Smart Reporting

Structure Use: 03 - Residential Single-Family

Assessment Date: 01/14/2020

Building Value: 4472.00

Land Valuation

Remarks

County CLS: 210.01

Last Sale Date: 01/14/2020

Last Sale Amount: \$0.00

Comp Value: \$2408.00

Total Value: \$6880.00

Lot Size: DIMEN 50.00 X 125.00

Property Address: 172 PRINCE AVE

URRELL KRYSTLE
172 PRINCE AVE
FREEPORT NY 11520-1122

URRELL KRYSTLE
72 PRINCE AVE
FREEPORT, NY 11520

Property Address: 172 PRINCE AVE

Parcel Assessment Report

Owning Name: 337

Parcel ID: 55 M 502

Billing ID: 231825

Property Address: 172 PRINCE AVE

In Care of: 319

Tax Parcel: 315

Available Reports: 311

Assessors Parcel Assessment: 306

Run Report: 253

Layers: 299

Basemap: 295

Buffer: 294

Measure: 292

Redline: 260

Printing: 274

Printing_Template: 274

Letter_Landscape(Legend): 274

Map Title: 269

172 Prince Ave: 250

Map Scale: 273

1 in = 301:9832694274

Scale To Fit: 250

Print Map: 271

System: 267

Google Maps

Help LAT : 40.67140 , LON : -79.115 X : 1097663.64 , Y : 184148.47

Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
RUSH CAROL	187 MOUNT JOY AVE FREEPORT, NY 11520	RUSH CAROL		120 WEST SECOND S	WEST ISLIP N	11795-2104
PINCKNEY JEROM	122 MOUNT JOY AVE FREEPORT, NY 11520	PINCKNEY JEROME & FLORENC		122 MOUNT JOY AVE	FREEPORT N	11520-1423
MC EACHERN FRE	138 MOUNT JOY AVE FREEPORT, NY 11520	MC EACHERN FRI JENNIFER		138 MOUNT JOY AVE	FREEPORT N	11520-1423
OKEKE HUMPHER	14 CHELSEA CT FREEPORT, NY 11520	OKEKE HUMPHERY & IJEOMA		14 CHELSEA CT	FREEPORT N	11520-1146
HARDING C & S	143 PUTNAM AVE FREEPORT, NY 11520	HARDING C & S	C/O SIMONE PIERCE	143 PUTNAM AVE	FREEPORT N	11520-1151
BYNOE ROCHELLE	160 MOORE AVE FREEPORT, NY 11520	BYNOE ROCHELLE & STEWART		1437 CHANDLER ST	FAR ROCKAV	11691-3003
WILLIAMS RUSSEL	145 MOUNT JOY AVE FREEPORT, NY 11520	WILLIAMS RUSSEL		145 MOUNT JOY AVE	FREEPORT N	11520-1443
WHITE NEVILLE &	146 MOUNT JOY AVE FREEPORT, NY 11520	WHITE NEVILLE & SHARON		146 MOUNT JOY AVE	FREEPORT N	11520-1425
	147 PUTNAM AVE FREEPORT, NY 11520	JOHNSON SANDRA		147 PUTNAM AVE	FREEPORT N	11520-1151
MACKIE TONYA &	15 CHELSEA CT FREEPORT, NY 11520	MACKIE TONYA & WAYNE		15 CHELSEA CT	FREEPORT N	11520-1112
MADERA ARGENT	15 ESSEX CT FREEPORT, NY 11520	MADERA ARGENTINA & MAYS R		15 ESSEX CT	FREEPORT N	11520-1147
EPILEPSY FOUND	187 PUTNAM AVE FREEPORT, NY 11520	EPILEPSY FOUNDATION OF L		1500 HEMPSTEAD T	EAST MEAD	11554-1551
BROWN KAREEN	153 MOUNT JOY AVE FREEPORT, NY 11520	BROWN KAREEN		153 MOUNT JOY AVE	FREEPORT N	11520-1443
BURKE PAUL AND	153 PUTNAM AVE FREEPORT, NY 11520	BURKE PAUL AND MELISSA		153 PUTNAM AVE	FREEPORT N	11520-1151
JACQUES-JEAN TR	154 MOUNT JOY AVE FREEPORT, NY 11520	JACQUES-JEAN TREVOR		154 MOUNT JOY AVE	FREEPORT N	11520-1425
BOLDEN RAYMON	186 PRINCE AVE FREEPORT, NY 11520	BOLDEN RAYMOND		156 PUTNAM AVE	FREEPORT N	11520-1140
MOBERB M & ANI	157 PUTNAM AVE FREEPORT, NY 11520	MOBERB M & ANDERSON		157 PUTNAM AVE	FREEPORT N	11520-1151
	163 PUTNAM AVE FREEPORT, NY 11520	WOJCIK EDWARD		163 PUTNAM AVE	FREEPORT N	11520-1151
FRIERSON DESIRE	164 MOORE AVE FREEPORT, NY 11520	FRIERSON DESIREE		164 MOORE AVE	FREEPORT N	11520-1419
	169 MOUNT JOY AVE FREEPORT, NY 11520	DAVIS SHERMAN & NORMAN		169 MOUNT JOY AVE	FREEPORT N	11520-1443
	169 PUTNAM AVE FREEPORT, NY 11520	HINKSON KEVIN & VEDA		169 PUTNAM AVE	FREEPORT N	11520-1151
TOLBERT KOVACH	170 MOORE AVE FREEPORT, NY 11520	TOLBERT KOVACH HELENE		170 MOORE AVE	FREEPORT N	11520-1419
VAN BRUNT MARI	170 MOUNT JOY AVE FREEPORT, NY 11520	VAN BRUNT MARK		170 MOUNT JOY AVE	FREEPORT N	11520-1425
BURRELL KRYSTLE	172 PRINCE AVE FREEPORT, NY 11520	BURRELL KRYSTLI BURRELL BRANDON		172 PRINCE AVE	FREEPORT N	11520-1122
MURRAY M & GAI	175 PRINCE AVE FREEPORT, NY 11520	MURRAY M & GAMMELL T		175 PRINCE ST	FREEPORT N	11520-1121
BUTLER T & VAVA	175 PUTNAM AVE FREEPORT, NY 11520	BUTLER T & VAVAL J		175 PUTNAM AVE	FREEPORT N	11520-1121
WALTON TIMOTH	176 PRINCE AVE FREEPORT, NY 11520	WALTON TIMOTHY & REGINE		176 PRINCE AVE	FREEPORT N	11520-1122
LIDDIE D AND BAS	177 GREEN AVE FREEPORT, NY 11520	LIDDIE D AND BASTIEN P		177 GREEN AVE	FREEPORT N	11520-1010
	178 MOUNT JOY AVE FREEPORT, NY 11520	GRADY TERRY & ROWENA		178 MOUNT JOY AVE	FREEPORT N	11520-1425
THOMPSON AUST	178 PUTNAM AVE FREEPORT, NY 11520	THOMPSON AUSTIN & JULIE		178 PUTNAM AVE	FREEPORT N	11520-1152
	179 MOUNT JOY AVE FREEPORT, NY 11520	GOOCH SARAH		179 MOUNT JOY AVE	FREEPORT N	11520-1443
GREY T AND PHILI	179 PRINCE AVE FREEPORT, NY 11520	GREY T AND PHILIPPE E P		179 PRINCE AVE	FREEPORT N	11520-1121
BIGHI LORENZO &	180 GREEN AVE FREEPORT, NY 11520	BIGHI LORENZO & MARY ELLE		180 GREEN AVE	FREEPORT N	11520-1011

172 Prince Avenue

500 Footers

180 MOORE AVE FREEPORT, NY 11520	HETLAND H JAMES	180 MOORE AVE	FREEPORT N 11520-1419
WEBBER FAMILY ;180 PRINCE AVE FREEPORT, NY 11520	WEBBER FAMILY 2021 I/T	180 PRINCE AVE	FREEPORT N 11520-1122
LIGHTFOOT LEATF:182 MOORE AVE FREEPORT, NY 11520	LIGHTFOOT LEATRICE	182 MOORE AVE	FREEPORT N 11520-1419
BAKER STEVEN & 182 MOUNT JOY AVE FREEPORT, NY 11520	BAKER STEVEN & TINA	182 MOUNT JOY AVE	FREEPORT N 11520-1425
183 GREEN AVE FREEPORT, NY 11520	GUY BASTIEN	183 GREEN AVE	FREEPORT N 11520-1012
MERTENS CHRISTI:181 MOUNT JOY AVE FREEPORT, NY 11520	MERTENS CHRISTI C/O T O H -MTG SEV	1830 GRAND AVE	BALDWIN N 11510-2417
HOLT MARILYN E 185 PRINCE AVE FREEPORT, NY 11520	HOLT MARILYN E	185 PRINCE AVE	FREEPORT N 11520-1121
186 GREEN AVE FREEPORT, NY 11520	GOLD ALLEN & JAYNE	186 GREEN AVE	FREEPORT N 11520-1011
SMITH MIGNON 187 GREEN AVE FREEPORT, NY 11520	SMITH MIGNON	187 GREEN AVE	FREEPORT N 11520-1010
DECAL TONY & BE 188 MOUNT JOY AVE FREEPORT, NY 11520	DECAL TONY & BEECHE H	188 MOUNT JOY AVE	FREEPORT N 11520-1425
NUMA K AND LE:19 CHELSEA CT FREEPORT, NY 11520	NUMA K AND LESPINAS H	19 CHELSEA CT	FREEPORT N 11520-1112
19 ESSEX CT FREEPORT, NY 11520	HERRING GEORGE & MURIEL	19 ESSEX CT	FREEPORT N 11520-1146
191 GREEN AVE FREEPORT, NY 11520	WEBB VERNON & MONICA	191 GREEN AVE	FREEPORT N 11520-1010
MANCE ALVIN & I 191 PRINCE AVE FREEPORT, NY 11520	MANCE ALVIN & DEBORAH	191 PRINCE AVE	FREEPORT N 11520-1121
SUDAMA NARINE 192 GREEN AVE FREEPORT, NY 11520	SUDAMA NARINE	192 GREEN AVE	FREEPORT N 11520-1011
BAPTIST EARLENE 193 PUTNAM AVE FREEPORT, NY 11520	BAPTIST EARLENE	193 PUTNAM AVE	FREEPORT N 11520-1151
WILLIAMS CAROL 195 GREEN AVE FREEPORT, NY 11520	WILLIAMS CAROL	195 GREEN AVE	FREEPORT N 11520-1010
HAZEL GIBBONS F 196 GREEN AVE FREEPORT, NY 11520	HAZEL GIBBONS FAM TRUST	196 GREEN AVE	FREEPORT N 11520-1011
SOTO JUAN C & YI 196 PRINCE AVE FREEPORT, NY 11520	SOTO JUAN C & YUNIOR G	196 PRINCE AVE	FREEPORT N 11520-1122
HOPKINS TARIK & 198 GREEN AVE FREEPORT, NY 11520	HOPKINS TARIK & CRYSTAL	198 GREEN AVE	FREEPORT N 11520-1011
HENRY MARCELLE 198 MOUNT JOY AVE FREEPORT, NY 11520	HENRY MARCELLE J & RAMESH	198 MOUNT JOY AVE	FREEPORT N 11520-1443
199 PUTNAM AVE FREEPORT, NY 11520	BORMAN IRVING & JUDY	199 PUTNAM AVE	FREEPORT N 11520-1151
BUDHU JANET 20 CHELSEA CT FREEPORT, NY 11520	BUDHU JANET	20 CHELSEA CT	FREEPORT N 11520-1146
BRIGHTLEY HALLC 20 ESSEX CT FREEPORT, NY 11520	BRIGHTLEY HALLOVEEN & HEL	20 ESSEX CT	FREEPORT N 11520-1113
RICHARDSON D SI 201 GREEN AVE FREEPORT, NY 11520	RICHARDSON D SUZELLE	201 GREEN AVE	FREEPORT N 11520-1010
PETERSON KAREN 201 MOUNT JOY AVE FREEPORT, NY 11520	PETERSON KAREN	201 MOUNT JOY AVE	FREEPORT N 11520-1443
DIAQUOI HERBY & 201 PRINCE AVE FREEPORT, NY 11520	DIAQUOI HERBY & MARJORIE	201 PRINCE AVE	FREEPORT N 11520-1121
SIDNEZ GREGORY 202 GREEN AVE FREEPORT, NY 11520	SIDNEZ GREGORY & CAROLINA	202 GREEN AVE	FREEPORT N 11520-1011
202 PRINCE AVE FREEPORT, NY 11520	FARRINGTON WILLIAM & ANNA	202 PRINCE AVE	FREEPORT N 11520-1122
FRINK S AND STOF 204 PRINCE AVE FREEPORT, NY 11520	FRINK S AND STONE C	204 PRINCE AVE	FREEPORT N 11520-1122
GOMEZ ELIAS & N 205 PRINCE AVE FREEPORT, NY 11520	GOMEZ ELIAS & MICHELLE	205 PRINCE AVE	FREEPORT N 11520-1121
206 MOUNT JOY AVE FREEPORT, NY 11520	PIERRE GASPARD & KETTLTYNE	206 MOUNT JOY AVE	FREEPORT N 11520-1425
TURNER JERRY L & 207 GREEN AVE FREEPORT, NY 11520	TURNER JERRY L & LOIS A	207 GREEN AVE	FREEPORT N 11520-1010
LOTT EDDIE & DEI 208 GREEN AVE FREEPORT, NY 11520	LOTT EDDIE & DEBRA TRUST	208 GREEN AVE	FREEPORT N 11520-1011

172 Prince Avenue
500 Footers

209 PRINCE AVE FREEPORT, NY 11520	ROSS WILLIAM & RONNA	209 PRINCE AVE	FREEPORT N 11520-1121
MARTE RONNIE & 209 PUTNAM AVE FREEPORT, NY 11520	MARTE RONNIE & LAVIN EVAN	209 PUTNAM AVE	FREEPORT N 11520-0699
MANIRAM M & D 210 PRINCE AVE FREEPORT, NY 11520	MANIRAM M & DHANRAJ B	210 PRINCE AVE	FREEPORT N 11520-1122
211 GREEN AVE FREEPORT, NY 11520	PETERSON JAMES & DEBORAH	211 GREEN AVE	FREEPORT N 11520-1010
CRAIG SCOTT & R/212 GREEN AVE FREEPORT, NY 11520	CRAIG SCOTT & REGINALE	212 GREEN AVE	FREEPORT N 11520-1011
ROBINSON VICTOR/216 PRINCE AVE FREEPORT, NY 11520	ROBINSON VICTOR	216 PRINCE AVE	FREEPORT N 11520-1022
STAPLETON NATA 217 PRINCE AVE FREEPORT, NY 11520	STAPLETON NATASHA & CECIL	217 PRINCE AVE	FREEPORT N 11520-1121
MAKHLOUF FAM : 171 PRINCE AVE FREEPORT, NY 11520	MAKHLOUF FAM 2021 I/T	3553 BAYVIEW ST	SEAFORD NY 11783-3318
CAMEAU ROLAND 393 N LONG BEACH AVE FREEPORT, NY 11520	CAMEAU ROLAND & CARMEL	393 N LONG BEACH, FREEPORT N 11520-1438	
HERNANDEZ J & E 394 N LONG BEACH AVE FREEPORT, NY 11520	HERNANDEZ J & E	394 N LONG BEACH, FREEPORT N 11520-1439	
BAILEY ROGER JR 407 WALLACE ST FREEPORT, NY 11520	BAILEY ROGER JR & SHEILA	407 WALLACE ST	FREEPORT N 11520-1445
409 WALLACE ST FREEPORT, NY 11520	CLARKE MILLICENT	409 WALLACE ST	FREEPORT N 11520-1445
JEUDY JR. CARL & 414 N LONG BEACH AVE FREEPORT, NY 11520	JEUDY JR. CARL & INGRID	414 N LONG BEACH, FREEPORT N 11520-1440	
419 N LONG BEACH AVE FREEPORT, NY 11520	THOMPSON FLORENCE VILMA	419 N LONG BEACH, FREEPORT N 11520-1438	
BROWN MELANIE 420 N LONG BEACH AVE FREEPORT, NY 11520	BROWN MELANIE L	420 N LONG BEACH, FREEPORT N 11520-1440	
106 PRINCE AVE FREEPORT, NY 11520	INC VILLAGE OF FREEPORT	46 N OCEAN AVE	FREEPORT N 11520-3023
GRIFFITH ANTHON 483 N LONG BEACH AVE FREEPORT, NY 11520	GRIFFITH ANTHO CHELDINE	483 N LONG BEACH, FREEPORT N 11520-1148	
186 MOUNT JOY AVE FREEPORT, NY 11520	ROTONDI ARTHUR & BARBARA	7512 FONTERA CT	LAS VEGAS N 89139-6310
THOMAS DANIELL 91 PRINCE AVE FREEPORT, NY 11520	THOMAS DANIELLE	91 PRINCE AVE	FREEPORT N 11520-1119
P CASTRO 83 INC 182 PUTNAM AVE FREEPORT, NY 11520	P CASTRO 83 INC	97 GROVE ST	HEMPSTEAD 11550-5616
SAMEDY MICHAEL 181 PUTNAM AVE FREEPORT, NY 11520	SAMEDY MICHAEL C/O BANK OF AMER	PO BOX 961265	FORT WORT 76161-0265

172 Prince St 500 footers

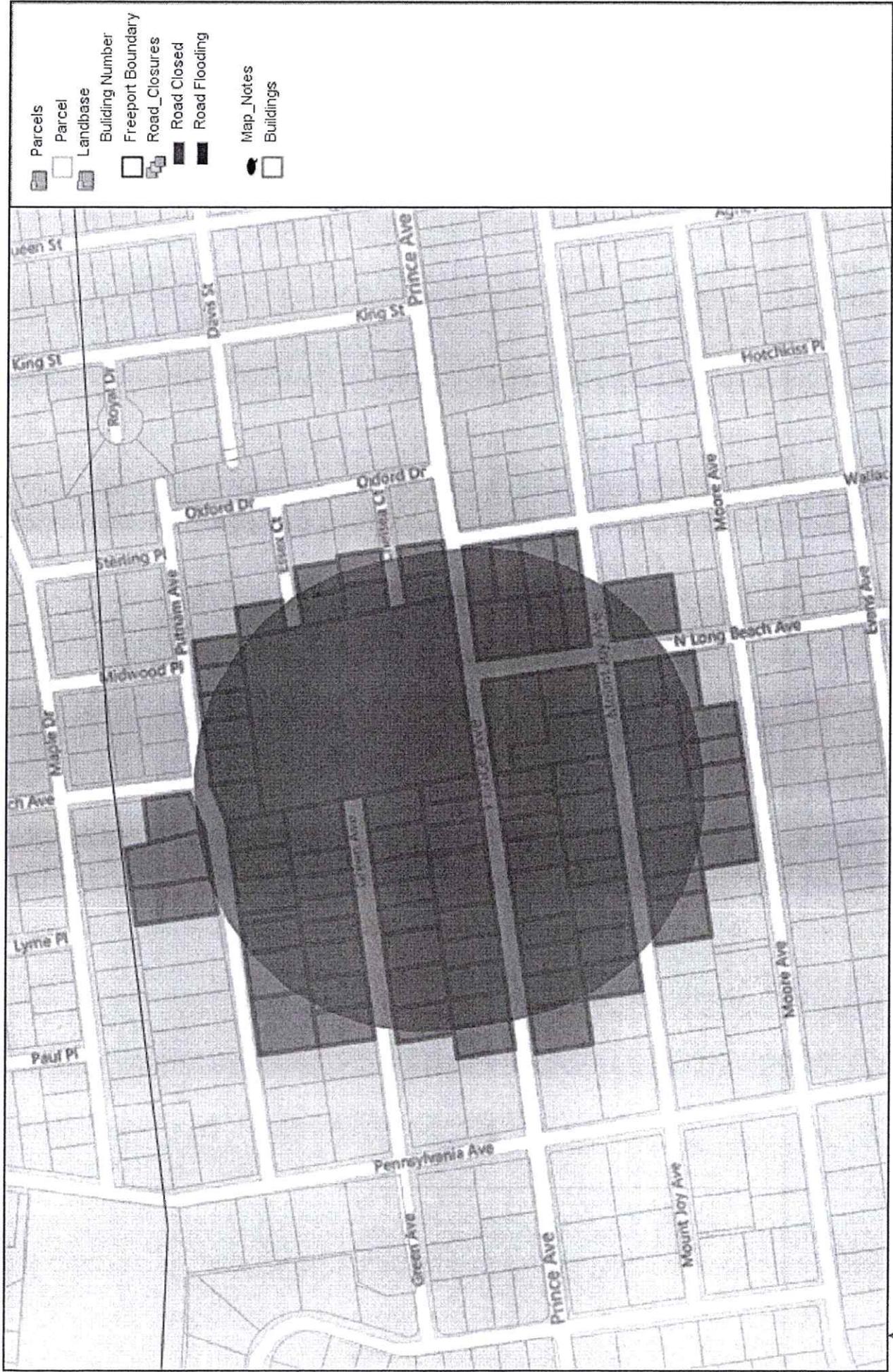
Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
RUSH CAROL	187 MOUNT JOY AVE FREEPORT, ↑ RUSH CAROL			120 WEST SECOND ST	WEST ISLIP NY	11795-2104
PINCKNEY JEROME & FLOR	122 MOUNT JOY AVE FREEPORT, ↑ PINCKNEY JEROME & FLORENC			122 MOUNT JOY AVE	FREEPORT NY	11520-1423
MC EACHERN FREDERICK & JIEOF	138 MOUNT JOY AVE FREEPORT, ↑ MC EACHERN FREDERICK & OKEKE HUMPHERY & JIEOF		JENNIFER	138 MOUNT JOY AVE	FREEPORT NY	11520-1423
14 CHELSEA CT	14 CHELSEA CT FREEPORT, NY 115 OKEKE HUMPHERY & JIEOMA			14 CHELSEA CT	FREEPORT NY	11520-1146
HARDING C & S	143 PUTNAM AVE FREEPORT, NY ↑ HARDING C & S		C/O SIMONE	143 PUTNAM AVE	FREEPORT NY	11520-1151
BYNOE ROCHELLE & STEW.	160 MOORE AVE FREEPORT, NY ↑ BYNOE ROCHELLE & STEWART			1437 CHANDLER ST	FAR ROCKAWAY	11691-3003
WILLIAMS RUSSEL	145 MOUNT JOY AVE FREEPORT, ↑ WILLIAMS RUSSEL			145 MOUNT JOY AVE	FREEPORT NY	11520-1443
WHITE NEVILLE & SHARON	146 MOUNT JOY AVE FREEPORT, ↑ WHITE NEVILLE & SHARON			146 MOUNT JOY AVE	FREEPORT NY	11520-1425
MACKIE TONYA & WAYNE	147 PUTNAM AVE FREEPORT, NY ↑ JOHNSON SANDRA			147 PUTNAM AVE	FREEPORT NY	11520-1151
MADERA ARGENTINA & M.	15 CHELSEA CT FREEPORT, NY 115 MACKIE TONYA & WAYNE			15 CHELSEA CT	FREEPORT NY	11520-1112
EPILEPSY FOUNDATION OF	15 ESSEX CT FREEPORT, NY 11520 MADERA ARGENTINA & MAYS R			15 ESSEX CT	FREEPORT NY	11520-1147
BROWN KAREEN	187 PUTNAM AVE FREEPORT, NY ↑ EPILEPSY FOUNDATION OF L			1500 HEMPSTEAD TPKE	EAST MEADOW	11554-1551
BURKE PAUL AND MELISSA	153 MOUNT JOY AVE FREEPORT, ↑ BROWN KAREEN			153 MOUNT JOY AVE	FREEPORT NY	11520-1443
JACQUES-JEAN TREVOR	153 PUTNAM AVE FREEPORT, NY ↑ BURKE PAUL AND MELISSA			153 PUTNAM AVE	FREEPORT NY	11520-1151
BOLDEN RAYMOND	154 MOUNT JOY AVE FREEPORT, ↑ JACQUES-JEAN TREVOR			154 MOUNT JOY AVE	FREEPORT NY	11520-1425
MOBERB M & ANDERSON	186 PRINCE AVE FREEPORT, NY 11 BOLDEN RAYMOND			156 PUTNAM AVE	FREEPORT NY	11520-1140
FRIERSON DESIREE	157 PUTNAM AVE FREEPORT, NY ↑ MOBERB M & ANDERSON			157 PUTNAM AVE	FREEPORT NY	11520-1151
TOLBERT KOVACH HELENE	163 PUTNAM AVE FREEPORT, NY ↑ WOJCIK EDWARD			163 PUTNAM AVE	FREEPORT NY	11520-1151
VAN BRUNT MARK	164 MOORE AVE FREEPORT, NY ↑ FRIERSON DESIREE			164 MOORE AVE	FREEPORT NY	11520-1419
BURRELL KRYSTLE	169 MOUNT JOY AVE FREEPORT, ↑ DAVIS SHERMAN & NORMAN			169 MOUNT JOY AVE	FREEPORT NY	11520-1443
MURRAY M & GAMMELL T	169 PUTNAM AVE FREEPORT, NY ↑ HINKSON KEVIN & VEDA			169 PUTNAM AVE	FREEPORT NY	11520-1151
BUTLER T & VAVAL J	170 MOORE AVE FREEPORT, NY ↑ TOLBERT KOVACH HELENE			170 MOORE AVE	FREEPORT NY	11520-1419
WALTON TIMOTHY & REGI	170 MOUNT JOY AVE FREEPORT, ↑ VAN BRUNT MARK			170 MOUNT JOY AVE	FREEPORT NY	11520-1425
LIDDIE D AND BASTIEN P	172 PRINCE AVE FREEPORT, NY 11 BURRELL KRYSTLE		BURRELL BRA	172 PRINCE AVE	FREEPORT NY	11520-1122
THOMPSON AUSTIN & JUL	175 PRINCE AVE FREEPORT, NY 11 MURRAY M & GAMMELL T			175 PRINCE ST	FREEPORT NY	11520-1121
GREY T AND PHILIPPE E P	175 PUTNAM AVE FREEPORT, NY ↑ BUTLER T & VAVAL J			175 PUTNAM AVE	FREEPORT NY	11520-1121
BIGHI LORENZO & MARY E	176 PRINCE AVE FREEPORT, NY 11 WALTON TIMOTHY & REGINE			176 PRINCE AVE	FREEPORT NY	11520-1122
	177 GREEN AVE FREEPORT, NY 11 LIDDIE D AND BASTIEN P			177 GREEN AVE	FREEPORT NY	11520-1010
	178 MOUNT JOY AVE FREEPORT, ↑ GRADY TERRY & ROWENA			178 MOUNT JOY AVE	FREEPORT NY	11520-1425
	178 PUTNAM AVE FREEPORT, NY ↑ THOMPSON AUSTIN & JULIE			178 PUTNAM AVE	FREEPORT NY	11520-1152
	179 MOUNT JOY AVE FREEPORT, ↑ GOOCH SARAH			179 MOUNT JOY AVE	FREEPORT NY	11520-1443
	179 PRINCE AVE FREEPORT, NY 11 GREY T AND PHILIPPE E P			179 PRINCE AVE	FREEPORT NY	11520-1121
	180 GREEN AVE FREEPORT, NY 11 BIGHI LORENZO & MARY ELLE			180 GREEN AVE	FREEPORT NY	11520-1011

180 MOORE AVE FREEPORT, NY 11701 HETLAND H JAMES	180 MOORE AVE	FREEPORT NY	11520-1419
WEBBER FAMILY 2021 I/T	180 PRINCE AVE FREEPORT, NY 11701 WEBBER FAMILY 2021 I/T	FREEPORT NY	11520-1122
LIGHTFOOT LEATRICE	182 MOORE AVE FREEPORT, NY 11701 LIGHTFOOT LEATRICE	FREEPORT NY	11520-1419
BAKER STEVEN & TINA	182 MOUNT JOY AVE FREEPORT, NY 11701 BAKER STEVEN & TINA	FREEPORT NY	11520-1425
	183 GREEN AVE FREEPORT, NY 11701 GUY BASTIEN	FREEPORT NY	11520-1012
MERTENS CHRISTOPHER & LAURIE	181 MOUNT JOY AVE FREEPORT, NY 11701 MERTENS CHRISTOPHER & LAURIE	BALDWIN NY	11510-2417
HOLT MARILYN E	185 PRINCE AVE FREEPORT, NY 11701 HOLT MARILYN E	FREEPORT NY	11520-1121
	186 GREEN AVE FREEPORT, NY 11701 GOLD ALLEN & JAYNE	FREEPORT NY	11520-1011
SMITH MIGNON	187 GREEN AVE FREEPORT, NY 11701 SMITH MIGNON	FREEPORT NY	11520-1010
DECAL TONY & BEECHE H	188 MOUNT JOY AVE FREEPORT, NY 11701 DECAL TONY & BEECHE H	FREEPORT NY	11520-1425
NUMA K AND LESPINAS H	19 CHELSEA CT FREEPORT, NY 11701 NUMA K AND LESPINAS H	FREEPORT NY	11520-1112
	19 ESSEX CT FREEPORT, NY 11701 HERRING GEORGE & MURIEL	FREEPORT NY	11520-1146
	191 GREEN AVE FREEPORT, NY 11701 WEBB VERNON & MONICA	FREEPORT NY	11520-1010
MANCE ALVIN & DEBORAH	191 PRINCE AVE FREEPORT, NY 11701 MANCE ALVIN & DEBORAH	FREEPORT NY	11520-1121
SUDAMA NARINE	192 GREEN AVE FREEPORT, NY 11701 SUDAMA NARINE	FREEPORT NY	11520-1011
BAPTIST EARLENE	193 PUTNAM AVE FREEPORT, NY 11701 BAPTIST EARLENE	FREEPORT NY	11520-1151
WILLIAMS CAROL	195 GREEN AVE FREEPORT, NY 11701 WILLIAMS CAROL	FREEPORT NY	11520-1010
HAZEL GIBBONS FAM TRUST	196 GREEN AVE FREEPORT, NY 11701 HAZEL GIBBONS FAM TRUST	FREEPORT NY	11520-1011
SOTO JUAN C & YUNIOR G	196 PRINCE AVE FREEPORT, NY 11701 SOTO JUAN C & YUNIOR G	FREEPORT NY	11520-1122
HOPKINS TARIK & JACKSON	198 GREEN AVE FREEPORT, NY 11701 HOPKINS TARIK & JACKSON	FREEPORT NY	11520-1011
HENRY MARCELLE J & RAM	198 MOUNT JOY AVE FREEPORT, NY 11701 HENRY MARCELLE J & RAMESH	FREEPORT NY	11520-1443
	199 PUTNAM AVE FREEPORT, NY 11701 BORMAN IRVING & JUDY	FREEPORT NY	11520-1151
BUDHU JANET	20 CHELSEA CT FREEPORT, NY 11701 BUDHU JANET	FREEPORT NY	11520-1146
BRIGHTLEY HALLOVEEN & HEL	20 ESSEX CT FREEPORT, NY 11701 BRIGHTLEY HALLOVEEN & HEL	FREEPORT NY	11520-1113
RICHARDSON D SUZELLE	201 GREEN AVE FREEPORT, NY 11701 RICHARDSON D SUZELLE	FREEPORT NY	11520-1010
PETERSON KAREN	201 MOUNT JOY AVE FREEPORT, NY 11701 PETERSON KAREN	FREEPORT NY	11520-1443
DIAQUOI HERBY & MARJORIE	201 PRINCE AVE FREEPORT, NY 11701 DIAQUOI HERBY & MARJORIE	FREEPORT NY	11520-1121
SIDNEZ GREGORY & CAROL	202 GREEN AVE FREEPORT, NY 11701 SIDNEZ GREGORY & CAROLINA	FREEPORT NY	11520-1011
	202 PRINCE AVE FREEPORT, NY 11701 FARRINGTON WILLIAM & ANNA	FREEPORT NY	11520-1122
FRINK S AND STONE C	204 PRINCE AVE FREEPORT, NY 11701 FRINK S AND STONE C	FREEPORT NY	11520-1122
GOMEZ ELIAS & MICHELLE	205 PRINCE AVE FREEPORT, NY 11701 GOMEZ ELIAS & MICHELLE	FREEPORT NY	11520-1121
	206 MOUNT JOY AVE FREEPORT, NY 11701 PIERRE GASPARD & KETTLYNE	FREEPORT NY	11520-1425
TURNER JERRY L & LOIS A	207 GREEN AVE FREEPORT, NY 11701 TURNER JERRY L & LOIS A	FREEPORT NY	11520-1010
LOTT EDDIE & DEBRA TRUST	208 GREEN AVE FREEPORT, NY 11701 LOTT EDDIE & DEBRA TRUST	FREEPORT NY	11520-1011

172 Prince St 500 footers

209 PRINCE AVE FREEPORT, NY 11 ROSS WILLIAM & RONNA	209 PRINCE AVE	FREEPORT NY	11520-1121
MARTE RONNIE & LAVIN E' 209 PUTNAM AVE FREEPORT, NY 1 MARTE RONNIE & LAVIN EVAN	209 PUTNAM AVE	FREEPORT NY	11520-0699
MANIRAM M & DHANRAJ I 210 PRINCE AVE FREEPORT, NY 11 MANIRAM M & DHANRAJ B	210 PRINCE AVE	FREEPORT NY	11520-1122
211 GREEN AVE FREEPORT, NY 11: PETERSON JAMES & DEBORAH	211 GREEN AVE	FREEPORT NY	11520-1010
CRAIG SCOTT & REGINALE 212 GREEN AVE FREEPORT, NY 11: CRAIG SCOTT & REGINALE	212 GREEN AVE	FREEPORT NY	11520-1011
ROBINSON VICTOR 216 PRINCE AVE FREEPORT, NY 11 ROBINSON VICTOR	216 PRINCE AVE	FREEPORT NY	11520-1022
STAPLETON NATASHA & CI 217 PRINCE AVE FREEPORT, NY 11 STAPLETON NATASHA & CECIL	217 PRINCE AVE	FREEPORT NY	11520-1121
MAKHLouF FAM 2021 I/T 171 PRINCE AVE FREEPORT, NY 11 MAKHLouF FAM 2021 I/T	3553 BAYVIEW ST	SEAFORD NY	11783-3318
CAMEAU ROLAND & CARIV 393 N LONG BEACH AVE FREEPOR' CAMEAU ROLAND & CARMEL	393 N LONG BEACH AVE	FREEPORT NY	11520-1438
HERNANDEZ J & E 394 N LONG BEACH AVE FREEPOR' HERNANDEZ J & E	394 N LONG BEACH AVE	FREEPORT NY	11520-1439
BAILEY ROGER JR & SHEILA 407 WALLACE ST FREEPORT, NY 11 BAILEY ROGER JR & SHEILA	407 WALLACE ST	FREEPORT NY	11520-1445
409 WALLACE ST FREEPORT, NY 11 CLARKE MILLICENT	409 WALLACE ST	FREEPORT NY	11520-1445
JEUDY JR. CARL & INGRID 414 N LONG BEACH AVE FREEPOR' JEUDY JR. CARL & INGRID	414 N LONG BEACH AVE	FREEPORT NY	11520-1440
419 N LONG BEACH AVE FREEPOR' THOMPSON FLORENCE VILMA	419 N LONG BEACH AVE	FREEPORT NY	11520-1438
BROWN MELANIE L 420 N LONG BEACH AVE FREEPOR' BROWN MELANIE L	420 N LONG BEACH AVE	FREEPORT NY	11520-1440
GRIFFITH ANTHONY & 483 N LONG BEACH AVE FREEPOR' GRIFFITH ANTHONY &	483 N LONG BEACH AVE	FREEPORT NY	11520-1148
186 MOUNT JOY AVE FREEPORT, 1 ROTONDI ARTHUR & BARBARA	CHELDINE	FREEPORT NY	11520-1148
THOMAS DANIELLE 91 PRINCE AVE FREEPORT, NY 115 THOMAS DANIELLE	7512 FONTERA CT	LAS VEGAS NV	89139-6310
P CASTRO 83 INC 182 PUTNAM AVE FREEPORT, NY 1 P CASTRO 83 INC	91 PRINCE AVE	FREEPORT NY	11520-1119
SAMEDY MICHAEL E & JOY 181 PUTNAM AVE FREEPORT, NY 1 SAMEDY MICHAEL E & JOYCE	97 GROVE ST	HEMPSTEAD NY	11550-5616
	C/O BANK OF PO BOX 961265	FORT WORTH TX	76161-0265

172 Prince St map



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



171 Prince 172 Prince Ave 500 footers
 used for 172 Prince after dups removal

Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
HARDING C & S	143 PUTNAM AVE FREEPOR HARDING C & S		C/O SIMONE PIERCE-HA	143 PUTNAM AVE	FREEPORT NY	11520-1151
MADERA ARGENTINA & N	147 PUTNAM AVE FREEPOR JOHNSON SANDRA			147 PUTNAM AVE	FREEPORT NY	11520-1151
BURKE PAUL AND MELISS	153 PUTNAM AVE FREEPOR BURKE PAUL AND MELISSA			15 ESSEX CT	FREEPORT NY	11520-1147
MOBERB M & ANDERSON	157 PUTNAM AVE FREEPOR MOBERB M & ANDERSON			153 PUTNAM AVE	FREEPORT NY	11520-1151
	163 PUTNAM AVE FREEPOR WOJCIK EDWARD			157 PUTNAM AVE	FREEPORT NY	11520-1151
	169 PUTNAM AVE FREEPOR HINKSON KEVIN & VEDA			163 PUTNAM AVE	FREEPORT NY	11520-1151
THOMPSON AUSTIN & JU	178 PUTNAM AVE FREEPOR THOMPSON AUSTIN & JULIE			169 PUTNAM AVE	FREEPORT NY	11520-1151
BAPTIST EARLENE	193 PUTNAM AVE FREEPOR BAPTIST EARLENE			178 PUTNAM AVE	FREEPORT NY	11520-1152
BRIGHTLEY HALLOVEEN &	199 PUTNAM AVE FREEPOR BORMAN IRVING & JUDY			193 PUTNAM AVE	FREEPORT NY	11520-1151
MARTE RONNIE & LAVIN	209 PUTNAM AVE FREEPOR MARTE RONNIE & LAVIN EVAN			199 PUTNAM AVE	FREEPORT NY	11520-1151
CRAIG SCOTT & REGINALE	212 GREEN AVE FREEPORT, CRAIG SCOTT & REGINALE			20 ESSEX CT	FREEPORT NY	11520-1113
GRIFFITH ANTHONY &	483 N LONG BEACH AVE FREEPORT, CRAIG SCOTT & REGINALE		CHELDINE	209 PUTNAM AVE	FREEPORT NY	11520-1113
P CASTRO 83 INC	182 PUTNAM AVE FREEPOR P CASTRO 83 INC			212 GREEN AVE	FREEPORT NY	11520-1011
				483 N LONG BEACH AVE	FREEPORT NY	11520-1148
				97 GROVE ST	HEMPSTEAD NY	11550-5616

AFFIDAVIT OF MAILING

State of New York)
County of Nassau)
Village of Freeport) ss:

I, Brianna Montes, being duly sworn, deposes and states that on the 29th day of January 2025, the attached notice to property owners regarding the public hearing relative to the property located at: 479 Pennsylvania Avenue, Section: 36, Block K, Lot 39 was duly delivered to the United States Post Office branch at Merrick Road and Ocean Avenue, Freeport, New York, and directed to the attached list of persons at the addresses designated, as same appears on the Assessment Rolls of the Village of Freeport, between which places there then was and now is a regular communication by mail.

Brianna Montes
Signature

Sworn to before me this 29 day

of January 2025

Lisa M Debourg
Notary Public, Nassau County, NY

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

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority vested by law, shall conduct a public hearing to be duly held on the 10th day of February 2025, at 5:30 P.M., to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark.

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

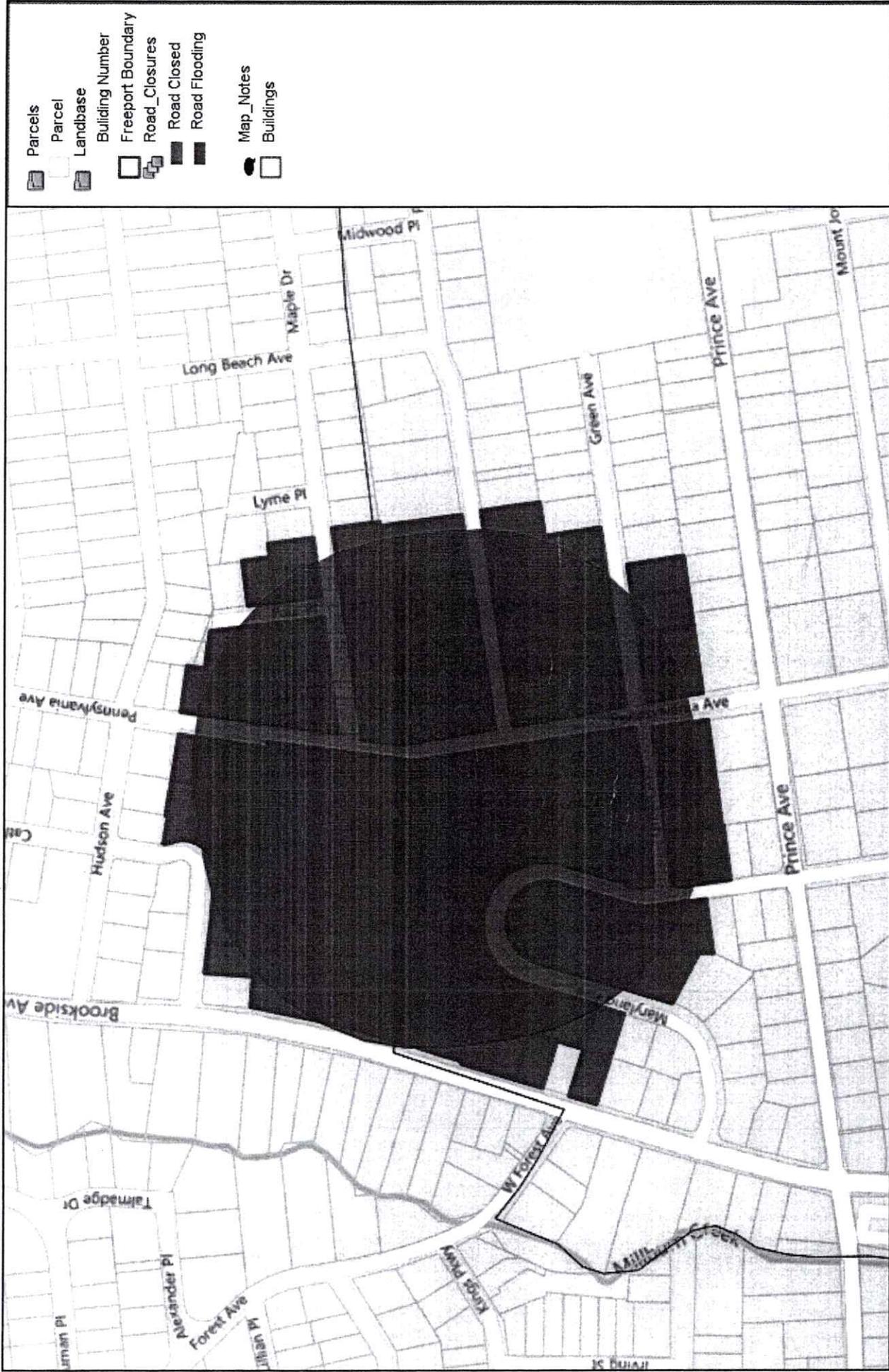
STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 10th day of February 2025 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 27th day of January 2025.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
January 27, 2025

479 Pennsylvania Ave



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



Feet



0 305.5918930 611.18378601



479 Pennsylvania Avenue
500 Footers

Contact Name	Property Address	Mailing Name	In Care of	Mailing Address	Mailing City	Mailing Zip
COOK KEITH F	199 PUTNAM AVE	FREEPORT, I BORMAN IRVING & JUDY		199 PUTNAM AVE	FREEPORT NY	11520-1151
LOTT EDDIE & DEBRA T	200 PUTNAM AVE	FREEPORT, I COOK KEITH F		200 PUTNAM AVE	FREEPORT NY	11520-1141
BARNETT JORDAN	208 GREEN AVE	FREEPORT, NY LOTT EDDIE & DEBRA TRUST		208 GREEN AVE	FREEPORT NY	11520-1011
MARTE RONNIE & LAVI	208 PUTNAM AVE	FREEPORT, I BARNETT JORDAN		208 PUTNAM AVE	FREEPORT NY	11520-1121
CRAIG SCOTT & REGIN/	209 PUTNAM AVE	FREEPORT, I MARTE RONNIE & LAVIN EVAN		209 PUTNAM AVE	FREEPORT NY	11520-0699
BOGLE GIOCONDA	211 GREEN AVE	FREEPORT, NY PETERSON JAMES & DEBORAH		211 GREEN AVE	FREEPORT NY	11520-1010
MANATHA SUNDARESH	212 GREEN AVE	FREEPORT, NY CRAIG SCOTT & REGINALE		212 GREEN AVE	FREEPORT NY	11520-1011
JOHNSON NADINE & JA	216 PUTNAM AVE	FREEPORT, I BOGLE GIOCONDA		216 PUTNAM AVE	FREEPORT NY	11520-1141
CLAXTON DONALD	219 PUTNAM AVE	FREEPORT, I FRADIN MARSHA		219 PUTNAM AVE	FREEPORT NY	11520-1151
MASON JOHN & ETAL	221 GREEN AVE	FREEPORT, NY MANATHA SUNDARESH TRUST		221 GREEN AVE	FREEPORT NY	11520-1010
HENRY GLENDA	225 PUTNAM AVE	FREEPORT, I JOHNSON NADINE & JAMAL		225 PUTNAM AVE	FREEPORT NY	11520-1121
FRAME ANDREA	256 GREEN AVE	FREEPORT, NY FEARON SABRINA		256 GREEN AVE	FREEPORT NY	11520-1013
FAZARRO GREGORY W	257 GREEN AVE	FREEPORT, NY CLAXTON DONALD		257 GREEN AVE	FREEPORT NY	11520-1012
LAWRENCE FAITH	263 GREEN AVE	FREEPORT, NY MASON JOHN & ETAL		263 GREEN AVE	FREEPORT NY	11520-4368
HOBSON KENDALL & BEVERLY	282 PUTNAM AVE	FREEPORT, I KALLMAN KLAUS		282 PUTNAM AVE	FREEPORT NY	11520-1141
GRACIA J & M & BERNII	284 GREEN AVE	FREEPORT, NY HENRY GLENDA		284 GREEN AVE	FREEPORT NY	11520-1011
WILLIAMS PATRICE	284 PUTNAM AVE	FREEPORT, I FRAME ANDREA		284 PUTNAM AVE	FREEPORT NY	11520-1141
HABERSHAM BRETT & MONIQUE	299 MARYLAND AVE	FREEPORT, I MCINTOSH JUDITH		299 MARYLAND AVE	FREEPORT NY	11520-1046
FOURCELL SAMANTHA	305 MARYLAND AVE	FREEPORT, I SPENCER BRIAN & ANNETTE		305 MARYLAND AVE	FREEPORT NY	11520-1016
SLADE LUMBERT	311 MARYLAND AVE	FREEPORT, I FAZARRO GREGORY W & WANDA		311 MARYLAND AVE	FREEPORT NY	11520-1216
COOK KEITH F	312 MARYLAND AVE	FREEPORT, I CATON BERNARD A & MARCIA		312 MARYLAND AVE	FREEPORT NY	11520-1028
LOTT EDDIE & DEBRA T	315 MARYLAND AVE	FREEPORT, I LAWRENCE FAITH		315 MARYLAND AVE	FREEPORT NY	11520-1016
BARNETT JORDAN	319 MARYLAND AVE	FREEPORT, I THOMPSON C& B L/E		319 MARYLAND AVE	FREEPORT NY	11520-1016
MARTE RONNIE & LAVI	322 MARYLAND AVE	FREEPORT, I WILLIAMS JOYCE E		322 MARYLAND AVE	FREEPORT NY	11520-1028
CRAIG SCOTT & REGIN/	323 MARYLAND AVE	FREEPORT, I HALL LINDA		323 MARYLAND AVE	FREEPORT NY	11520-1016
BOGLE GIOCONDA	332 MARYLAND AVE	FREEPORT, I HOBSON KENDALL & BEVERLY		332 MARYLAND AVE	FREEPORT NY	11520-1028
MANATHA SUNDARESH	338 MARYLAND AVE	FREEPORT, I GRACIA J & M & BERNIER M		338 MARYLAND AVE	FREEPORT NY	11520-1028
JOHNSON NADINE & JA	346 MARYLAND AVE	FREEPORT, I BAUDUY MARIE FRANCOISE		346 MARYLAND AVE	FREEPORT NY	11520-1028
CLAXTON DONALD	349 MARYLAND AVE	FREEPORT, I WILLIAMS PATRICE		349 MARYLAND AVE	FREEPORT NY	11520-1016
MASON JOHN & ETAL	350 MARYLAND AVE	FREEPORT, I HABERSHAM BRETT & MONIQUE		350 MARYLAND AVE	FREEPORT NY	11520-1028
HENRY GLENDA	353 MARYLAND AVE	FREEPORT, I FOURCELL SAMANTHA		353 MARYLAND AVE	FREEPORT NY	11520-1047
FRAME ANDREA	358 MARYLAND AVE	FREEPORT, I DENNIS ANNETTE		358 MARYLAND AVE	FREEPORT NY	11520-1028
FAZARRO GREGORY W	361 MARYLAND AVE	FREEPORT, I SLADE LUMBERT		361 MARYLAND AVE	FREEPORT NY	11520-1016

479 Pennsylvania Avenue
500 Footers

MYRTELLE JOSEPH	362 MARYLAND AVE FREEPOR` MYRTELLE JOSEPH	362 MARYLAND AVE	FREEPORT NY	11520-1028
WILLIAMS BETTY & JILL	369 MARYLAND AVE FREEPOR` WILLIAMS BETTY & JILL	369 MARYLAND AVE	FREEPORT NY	11520-1016
DAVIS DEVEEN & THERI	370 MARYLAND AVE FREEPOR` DAVIS DEVEEN & THERESA	370 MARYLAND AVE	FREEPORT NY	11520-1028
WALSH THOMAS P & IV	460 PENNSYLVANIA AVE FREEF WALSH THOMAS P & MARY ELI	41 BALSAM LN	COMMACK NY	11725-1627
CALHOUN SAMUEL & Z	435 PENNSYLVANIA AVE FREEF CALHOUN SAMUEL & ZELPHIA	435 PENNSYLVANIA AVE	FREEPORT NY	11520-1133
	436 PENNSYLVANIA AVE FREEF WILLIAMS ANTHONY	436 PENNSYLVANIA AVE	FREEPORT NY	11520-1037
HOWELL JOHN & ANDR	450 PENNSYLVANIA AVE FREEF HOWELL JOHN & ANDREA ELDE	450 PENNSYLVANIA AVE	FREEPORT NY	11520-1038
JOSEPH BENTON & CAC	451 PENNSYLVANIA AVE FREEF JOSEPH BENTON & CADENCE	451 PENNSYLVANIA AVE	FREEPORT NY	11520-1036
WHALEY CHARLES & JE	455 PENNSYLVANIA AVE FREEF WHALEY CHARLES & JEANNETT	455 PENNSYLVANIA AVE	FREEPORT NY	11520-1036
CLARKSON JULIA A.	465 PENNSYLVANIA AVE FREEF CLARKSON JULIA A.	465 PENNSYLVANIA AVE	FREEPORT NY	11520-1036
FELDMAN EDWARD & I	470 PENNSYLVANIA AVE FREEF FELDMAN EDWARD & ELAINE	470 PENNSYLVANIA AVE	FREEPORT NY	11520-1039
HERCULES TERESA	471 PENNSYLVANIA AVE FREEF HERCULES TERESA	471 PENNSYLVANIA AVE	FREEPORT NY	11520-1036
BAILEY PAUL & ELAINE	479 PENNSYLVANIA AVE FREEF BAILEY PAUL & ELAINE	479 PENNSYLVANIA AVE	FREEPORT NY	11520-1036
PHILLIPS JEDAN AND M	480 PENNSYLVANIA AVE FREEF PHILLIPS JEDAN AND MIA	480 PENNSYLVANIA AVE	FREEPORT NY	11520-1039
GRAVES GLORIA &	506 N BROOKSIDE AVE FREEPC GRAVES GLORIA &	506 N BROOKSIDE AVE	FREEPORT NY	11520-1009
EDWARDS ALESIA & LO	514 N BROOKSIDE AVE FREEPC EDWARDS ALESIA & LONNIE	514 N BROOKSIDE AVE	FREEPORT NY	11520-1009
FERDINARD CYPRIAN &	518 N BROOKSIDE AVE FREEPC FERDINARD CYPRIAN & ASCHE	518 N BROOKSIDE AVE	FREEPORT NY	11520-1009
FERGUSON D & S	548 N BROOKSIDE AVE FREEPC FERGUSON D & S	548 N BROOKSIDE AVE	FREEPORT NY	11520-1009
SOSA DANIEL	550 N BROOKSIDE AVE FREEPC VANENBURG MARIUS & GAIL	550 N BROOKSIDE AVE	FREEPORT NY	11520-1009
CANALES MARTA D	552 N BROOKSIDE AVE FREEPC SOSA DANIEL	CASTILLO, D & , 552 N BROOKSIDE AVE	FREEPORT NY	11520-1009
	294 MARYLAND AVE FREEPOR` CANALES MARTA D	PO BOX 0440	BALDWIN NY	11510-0440

VILLAGE OF FREEPORT
Department of Buildings
Recommendation

Notice

x Negative Declaration

Positive Declaration

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

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

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

Project : To consider applications of Pillars

Building Permit App. N/A

Location : N/A

Applicant: the Incorporated Village of Freeport

Description: to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark

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

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

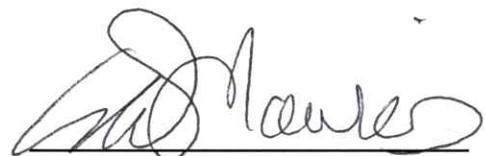
REASON(S) FOR DETERMINATION

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

A) _____

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

DATED: January 31, 2025
Freeport, New York



Sergio Mauras
Superintendent of Buildings

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

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

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

WHEREAS, the proposed action is to consider to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark; and

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

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

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

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

The Clerk polled the Board as follows:

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

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

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

WHEREAS, the proposed action is to consider to consider the applications submitted by the Stearns Park Civic Association to designate the Pillar located at 479 Pennsylvania Avenue, Freeport, New York, as a Landmark; the Pillar located at 171 Prince Avenue, Freeport, New York, as a Landmark; and the Pillar located at 172 Prince Avenue, Freeport, New York, as a Landmark; and

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

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

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

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

The Clerk polled the Board as follows:

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

The following resolution was moved by Trustee _____, seconded by Trustee _____, and carried:

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
INCORPORATED VILLAGE OF FREEPORT
DESIGNATING THE PILLAR AT 171 PRINCE AVENUE,
FREEPORT AS A LANDMARK PURSUANT TO FREEPORT
VILLAGE CODE §§134-7 and 134-8**

WHEREAS, the Stearns Park Civic Association filed an application with the Freeport Landmarks Preservation Commission requesting that the Stearns Park Pillar located on 171 Prince Avenue be landmarked; and

WHEREAS, on November 25, 2024 the Landmarks Preservation Commission held a public hearing regarding the designation of this pillar as a landmark; and

WHEREAS, a majority of the Landmarks Preservation Commission voted to designate the pillar located at 171 Prince Avenue, Freeport as a landmark; and,

WHEREAS, the approval was forwarded to the Village Clerk to schedule a public hearing before the Board of Trustees; and.

WHEREAS, the Board of Trustees scheduled a public hearing for February 10, 2025; and,

NOW THEREFORE BE IT RESOLVED THAT, upon the application of the Stearns Park Civic Association duly filed in the office of the Clerk of the Incorporated Village of Freeport, and the exhibits submitted into evidence during the course of the hearing on February 10, 2025, the Board of Trustees makes the following findings of fact:

1. The Village Clerk duly caused to be published a Notice of Public Hearing relative to the subject application in the Freeport Long Island Herald on January 30, 2025, pursuant to and in accordance with applicable provisions of the Village Law for the State of New York.
2. The Village Clerk caused the posting of a Notice of Public Hearing for this hearing at the following locations on January 31, 2025 pursuant to applicable provisions of the Village Law for the State of New York:
 - a. Municipal Hall - 46 North Ocean Avenue, Freeport
 - b. Freeport Memorial Library - 144 West Merrick Road, Freeport
 - c. Freeport Fire Department Hose #1 - 30 Southside Avenue, Freeport
 - d. Freeport Fire Department Hose #2 - 15 Broadway, Freeport
 - e. Freeport Fire Department Hose #3 - 365 S. Bayview Avenue, Freeport
 - f. Freeport Recreation Center

3. The owner of 171 Prince Avenue received notice of the hearing via certified mail, return receipt requested.
4. Property owners within a 500 foot radius of 171 Prince Avenue received notice of the hearing via first class mail.
5. On February 7, 2025, the Village of Freeport duly posted the Applications on the Village's website.
6. Pursuant to and in accordance with the provisions of Article 8 of the Environmental Conservation Law for the State of New York, 6 NYCRR, Part 617-7 et. Seq, this Board, as lead agency, did on February 10, 2025, duly adopt a resolution for State Environmental Quality Review Act purposes rendering a negative declaration for the requested change of zones and designating this request as an unlisted action; and,
7. The Record establishes, and this Board takes notice, that
 - a. the three remaining pillars located in Stearns park date back to the early 1900s, as a way of welcoming visitors and residents to Stearns Park;'
 - b. the three remaining pillars are structures of special historical significance to the heritage of the Village
 - c. the conservation, protection, and preservation of these pillars is a public necessity and will promote the public health, safety, and welfare.

NOW THEREFORE BE IT FURTHER RESOLVED THAT, the pillar at 171 Prince Avenue be designated as a landmark and its designation be entered onto the Freeport Zoning Map.

The Clerk polled the Board as follows:

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

The following resolution was moved by Trustee _____, seconded by Trustee _____, and carried:

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
INCORPORATED VILLAGE OF FREEPORT
DESIGNATING THE PILLAR AT 172 PRINCE AVENUE,
FREEPORT AS A LANDMARK PURSUANT TO FREEPORT
VILLAGE CODE §§134-7 and 134-8**

WHEREAS, the Stearns Park Civic Association filed an application with the Freeport Landmarks Preservation Commission requesting that the Stearns Park Pillar located on 172 Prince Avenue be landmarked; and

WHEREAS, on November 25, 2024 the Landmarks Preservation Commission held a public hearing regarding the designation of this pillar as a landmark; and

WHEREAS, a majority of the Landmarks Preservation Commission voted to designate the pillar located at 172 Prince Avenue, Freeport as a landmark; and,

WHEREAS, the approval was forwarded to the Village Clerk to schedule a public hearing before the Board of Trustees; and.

WHEREAS, the Board of Trustees scheduled a public hearing for February 10, 2025; and,

NOW THEREFORE BE IT RESOLVED THAT, upon the application of the Stearns Park Civic Association duly filed in the office of the Clerk of the Incorporated Village of Freeport, and the exhibits submitted into evidence during the course of the hearing on February 10, 2025, the Board of Trustees makes the following findings of fact:

1. The Village Clerk duly caused to be published a Notice of Public Hearing relative to the subject application in the Freeport Long Island Herald on January 30, 2025, pursuant to and in accordance with applicable provisions of the Village Law for the State of New York.
2. The Village Clerk caused the posting of a Notice of Public Hearing for this hearing at the following locations on January 31, 2025 pursuant to applicable provisions of the Village Law for the State of New York:
 - a. Municipal Hall - 46 North Ocean Avenue, Freeport
 - b. Freeport Memorial Library - 144 West Merrick Road, Freeport
 - c. Freeport Fire Department Hose #1 - 30 Southside Avenue, Freeport
 - d. Freeport Fire Department Hose #2 - 15 Broadway, Freeport
 - e. Freeport Fire Department Hose #3 - 365 S. Bayview Avenue, Freeport
 - f. Freeport Recreation Center

3. The owner of 172 Prince Avenue received notice of the hearing via certified mail, return receipt requested.
4. Property owners within a 500 foot radius of 172 Prince Avenue received notice of the hearing via first class mail.
5. On February 7, 2025, the Village of Freeport duly posted the Applications on the Village's website.
6. Pursuant to and in accordance with the provisions of Article 8 of the Environmental Conservation Law for the State of New York, 6 NYCRR, Part 617-7 et. Seq, this Board, as lead agency, did on February 10, 2025, duly adopt a resolution for State Environmental Quality Review Act purposes rendering a negative declaration for the requested change of zones and designating this request as an unlisted action; and,
7. The Record establishes, and this Board takes notice, that
 - a. the three remaining pillars located in Stearns park date back to the early 1900s, as a way of welcoming visitors and residents to Stearns Park;'
 - b. the three remaining pillars are structures of special historical significance to the heritage of the Village
 - c. the conservation, protection, and preservation of these pillars is a public necessity and will promote the public health, safety, and welfare.

NOW THEREFORE BE IT FURTHER RESOLVED THAT, the pillar at 172 Prince Avenue be designated as a landmark and its designation be entered onto the Freeport Zoning Map.

The Clerk polled the Board as follows:

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

The following resolution was moved by Trustee _____, seconded by Trustee _____, and carried:

RESOLUTION OF THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT DESIGNATING THE PILLAR AT 479 PENNSYLVANIA AVENUE, FREEPORT AS A LANDMARK PURSUANT TO FREEPORT VILLAGE CODE §§134-7 and 134-8

WHEREAS, the Stearns Park Civic Association filed an application with the Freeport Landmarks Preservation Commission requesting that the Stearns Park Pillar located on 479 Pennsylvania Avenue be landmarked; and

WHEREAS, on November 25, 2024 the Landmarks Preservation Commission held a public hearing regarding the designation of this pillar as a landmark; and

WHEREAS, a majority of the Landmarks Preservation Commission voted to designate the pillar located at 479 Pennsylvania Avenue, Freeport as a landmark; and,

WHEREAS, the approval was forwarded to the Village Clerk to schedule a public hearing before the Board of Trustees; and.

WHEREAS, the Board of Trustees scheduled a public hearing for February 10, 2025; and,

NOW THEREFORE BE IT RESOLVED THAT, upon the application of the Stearns Park Civic Association duly filed in the office of the Clerk of the Incorporated Village of Freeport, and the exhibits submitted into evidence during the course of the hearing on February 10, 2025, the Board of Trustees makes the following findings of fact:

1. The Village Clerk duly caused to be published a Notice of Public Hearing relative to the subject application in the Freeport Long Island Herald on January 30, 2025, pursuant to and in accordance with applicable provisions of the Village Law for the State of New York.
2. The Village Clerk caused the posting of a Notice of Public Hearing for this hearing at the following locations on January 31, 2025 pursuant to applicable provisions of the Village Law for the State of New York:
 - a. Municipal Hall - 46 North Ocean Avenue, Freeport
 - b. Freeport Memorial Library - 144 West Merrick Road, Freeport
 - c. Freeport Fire Department Hose #1 - 30 Southside Avenue, Freeport
 - d. Freeport Fire Department Hose #2 - 15 Broadway, Freeport
 - e. Freeport Fire Department Hose #3 - 365 S. Bayview Avenue, Freeport
 - f. Freeport Recreation Center

3. The owner of 479 Pennsylvania Avenue received notice of the hearing via certified mail, return receipt requested.
4. Property owners within a 500 foot radius of 479 Pennsylvania Avenue received notice of the hearing via first class mail.
5. On February 7, 2025, the Village of Freeport duly posted the Applications on the Village's website.
6. Pursuant to and in accordance with the provisions of Article 8 of the Environmental Conservation Law for the State of New York, 6 NYCRR, Part 617-7 et. Seq, this Board, as lead agency, did on February 10, 2025, duly adopt a resolution for State Environmental Quality Review Act purposes rendering a negative declaration for the requested change of zones and designating this request as an unlisted action; and,
7. The Record establishes, and this Board takes notice, that
 - a. the three remaining pillars located in Stearns park date back to the early 1900s, as a way of welcoming visitors and residents to Stearns Park;'
 - b. the three remaining pillars are structures of special historical significance to the heritage of the Village
 - c. the conservation, protection, and preservation of these pillars is a public necessity and will promote the public health, safety, and welfare.

NOW THEREFORE BE IT FURTHER RESOLVED THAT, the pillar at 479 Pennsylvania Avenue be designated as a landmark and its designation be entered onto the Freeport Zoning Map.

The Clerk polled the Board as follows:

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