

**AGENDA                                      BOARD OF TRUSTEES' MEETING                                      December 15, 2025**

**1. COMMUNICATIONS**

- a) Request approval of the Board of Trustees' minutes from December 1, 2025.
- b) Request approval of the Board of Trustees' Dangerous Nuisance meeting minutes from December 1, 2025.
- c) Request approval of the decision of the Dangerous/Nuisance Buildings proceeding for 47 East Avenue, Freeport, New York 11520.
- d) Distribution of the 2026/2027 Tentative Budget.

**2. ASSESSOR – Vilma I. Lancaster**

- a) Request to remove exemptions from the 2025/2026 Final Assessment Roll and 2026/2027 Tentative Assessment Roll for Section 54, Block 323, Lot 69, Unit 18G a/k/a 218-220 Westend Avenue and Section 62, Block 172, Lot 487 a/k/a 570 S. Ocean Avenue due to a transfer of title from a member of an exempt to a nonexempt class and for the Village Treasurer to issue a corrected 2025/2026 property tax bill.
- b) Request approval for the Village Assessor to make the recommended changes to the 2026/2027 Tentative Assessment Roll to incorporate new values for the Telecommunications Ceilings as set by the State of New York Department of Taxation and Finance Office of Real Property Tax Services.
- c) Request authorization for the Village Assessor to make the recommended changes to the 2026/2027 Tentative Assessment Roll to incorporate new values for the 2026/2027 Tentative Special Franchise Assessments in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York.

**3. AUDITOR – Megan Martinez-Ewald**

- a) Request to enter into a service agreement with Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, New York 10601, for actuarial services, from March 1, 2026 through February 29, 2028, not to exceed \$5,650.00 (an increase of \$450.00) for the first year and an additional \$2,825.00 (an increase of \$225.00) for the required update payable in fiscal year 2028.

**4. ELECTRIC DEPARTMENT – Eric Rosmarin**

- a) Request approval to enter into a Mutual Confidentiality and Non-Disclosure Agreement with The Delphi Groupe, LLC, 11501 Burnet Road, Building 906, Suite 200, Austin Texas 78758 for battery energy storage opportunities.
- b) Request approval to renew the engineering consulting services agreement with Combined Technologies, Inc., 43 East Mall Drive Melville, New York 11747, from March 1, 2026 through February 28, 2027, not to exceed \$20,000; with no increase.

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

- a) Request to advertise a notice to bidders for “2026 Annual Catch Basin and Road Panel Contract” in the Freeport Herald or other relevant publications of general circulation, on December 18, 2025, with a return date of January 13, 2026.
- b) Request to advertise a notice to bidders for the “Disposal of Inorganic Materials 2026” in the Freeport Herald or other relevant publications of general circulation, on December 18, 2025, with a return date of January 13, 2026.
- c) Request to advertise a notice to bidders for the “2026 Supply of Car Tires” in the Freeport Herald or other relevant publications of general circulation on December 18, 2025, with a return date of January 13, 2026.
- d) Request to advertise a notice to bidders for the “2026 Annual Fence Contract” in the Freeport Herald or other relevant publications of general circulation on December 18, 2025, with a return date of January 13, 2026.
- e) Request to advertise a notice to bidders for the “2026 Security System Contract” in the Freeport Herald or other relevant publications of general circulation on December 18, 2025, with a return date of January 13, 2026.

**6. PURCHASING DEPARTMENT – Taylor D’Orta**

- a) Request to advertise a notice to bidders for the “2026 Furnishing of Village Uniforms” in the Freeport Herald or other relevant publications of general circulation, on December 18, 2025, with a return date of January 20, 2026.
- b) Request to extend the 2025 Maintenance of Various Office Equipment contract with J & B Business Copiers, 483 Lake Avenue South, Nesconset, New York 11767, from March 1, 2026 through February 28, 2027, in the amount of \$17,500.00, with no increase in price.

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

- a) Request retroactive approval to enter into a month-to-month lease agreement with BMW, 291 West Sunrise Highway, in the amount of \$7.00 per sq. foot, beginning November 21, 2025.

**8. VILLAGE TREASURER – Ismaela M. Hernandez**

- a) Request to close out the \$315,000 bond for “Construction of Park Improvements at North East Park” and transfer any remaining funds plus interest earned to a Debt Service Reserve.
- b) Request to close out the \$1,200,000 bond for the “Construction of Various Road Improvements” and transfer the remaining debt proceeds and interest earned to Debt Service Reserve.

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

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

- a) Request to advertise a notice to bidders for the “2026 Furnishing of Liquid Caustic Soda” in the Freeport Herald or other relevant publications of general circulation on December 18, 2025, with a return date of January 13, 2026.
- b) Request to advertise a notice to bidders for “2026 Furnishing of Liquid Sodium Hypochlorite” in the Freeport Herald or other publications of general circulation on December 18, 2025, with a return date of January 13, 2026.
- c) Request to advertise a notice to bidders for the “2026 Furnishing of Sodium Hexametaphosphate” in the Freeport Herald or other relevant publications of general circulation on December 18, 2025, with a return date of January 13, 2026.
- d) Request to extend the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals -2024” (Contract # 2) with T. Mina Supply Inc., 17 Expressway Drive North, Medford, New York 11763, with no increase in unit prices.

**COMMENTS PERMITTED ON AGENDA ITEMS**

**INCORPORATED VILLAGE OF FREEPORT  
BOARD OF TRUSTEES DECISION**

**DATE:** December 15, 2025

A hearing was noticed for December 1, 2025, in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-59 (Property Maintenance Requirements), §128-60 (Maintenance Standards), and §128-63 (Nuisances and Abatement) as to the condition of the property located at 47 East Avenue, Freeport, New York. The property owner of record, Scientific Options LLC was noticed, as well as varying financial institutions with a potential interest in the property. No one appeared. Building Inspector Scott Braun explained that this was a property where an application was filed in 2021 to repair the home, but before the permits were issued, the contractor basically demolished the entire house. They have an obligation to maintain a fence around the property, which keeps falling down. They also have a second fence around the foundation because, at this point in time, the foundation is basically a hole. These fences continue to be compromised, creating a safety concern with the foundation. A motion was made, seconded and carried for the Village to make the necessary safety repairs in order to secure the safety of the property.

Based on the evidence and testimony regarding the foundation for the house at 47 East Avenue, the Board finds that that the foundation for the house at 47 East Avenue is in violation of §128-60A)(4) of the Freeport Village Code, as a physical hazard in a yard which is not securely closed. Pursuant to §128-63 of the Freeport Village Code, foundation and unsecure fencing is declared to be a public nuisance and shall be repaired or removed as provided in the Village Code.

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

**AGENDA                      BOARD OF TRUSTEES' MEETING                      December 15, 2025**

**1. COMMUNICATIONS**

- d) Distribution of the 2026/2027 Tentative Budget.

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

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: December 4, 2025

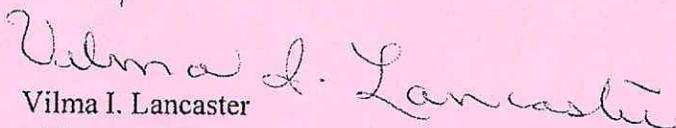
RE: Remove Exemption from the 2025/2026 Final Roll and 2026//2027 Tentative Roll  
Assessment Roll

Permission is requested for the Assessor to remove from the 2025/2026 final Roll and 2026/2027 Tentative Assessment Roll exemptions related to Veteran Owned Properties. The exemption was removed after the 2026/2027 Tentative Roll was printed on 10/31/2025. The removal of assessed value exemptions is due to a transfer of title or the owner is not occupying the property as required by RPTL §458a.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 323 / 69 Unit 18G	218-220 Westend Ave	41121 – Veteran / Non - Combat	2025 – 229 2026 - 229	Property Sold 2 / 13 / 2025
62 / 172/ 487	570 S. Ocean Ave	41101 – Veteran Eligible Funds	2025 – 550 2026 - 550	Property Sold 12 / 21 / 2025

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2025/2026 corrected property tax bill.

  
Vilma I. Lancaster  
Village Assessor

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

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

**WHEREAS**, the below list consists of changes to assessed tax value after the adoption of the 2025/2026 and 2026/2027 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 323 / 69 Unit 18G	218-220 Westend Ave	41121 – Veteran / Non - Combat	2025 – 229 2026 - 229	Property Sold 2 / 13 / 2025
62 / 172/ 487	570 S. Ocean Ave	41101 – Veteran Eligible Funds	2025 – 550 2026 - 550	Property Sold 12 / 21 / 2025

**WHEREAS**, the Assessor reviewed the application and made the recommendation that the exemption be removed from the 2025/2026 and 2026/2027 Final Assessment Rolls as listed above; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2025/2026 and 2026/2027 Final Assessment Rolls and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

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

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

**TO:** Mayor Robert T. Kennedy and Board of Trustees  
**FROM:** Vilma I. Lancaster, Village Assessor  
**Date:** December 10, 2025  
**RE:** 2026 Notice of Tentative Telecommunications Ceiling Assessments

The Assessment Department received on December 09, 2025, the Notice of Tentative Telecommunications Ceiling dated December 09, 2025 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services.

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

The Assessment Department did not receive the Telecommunications Ceilings during the Tentative 2026/2027 Budget process. A permission is hereby requested from the Board to add the assessed values to the telecommunication ceilings to the 2026/2027 Tentative Roll.

<b>Telecommunications Ceilings</b>	<b>S / B / L</b>	<b>2025 Final</b>	<b>2026 Tentative</b>
<b>Verizon New York Inc. #631900</b>	<b>98BLI 7 C</b>	<b>12,377</b>	<b>11,343</b>
<b>Cablevision System Lightpath # 725500</b>	<b>98BLI 11C</b>	<b>98</b>	<b>83</b>
<b>Zayo Group LLC #739500</b>	<b>98BLI 10C</b>	<b>377</b>	<b>324</b>
<b>Teleport Communications #744790 - (New for 2026)</b>	<b>98BLI 12C</b>	<b>0</b>	<b>123</b>
<b>TOTAL</b>		<b>\$12,852</b>	<b>\$11,873</b>

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

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

**WHEREAS**, the Assessment Department received on December 09, 2025, the 2026 Notice of Tentative Telecommunications Ceiling Assessments from the State of New York Department of Taxation and Finance Office of Real Property Tax Services; and

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

**WHEREAS**, permission is hereby requested from the Board to adjust the assessed values of the listed telecommunication ceilings within the 2026/2027 Tentative Assessment Roll; and

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

<b>Telecommunications Ceilings</b>	<b>S / B / L</b>	<b>2025 Final</b>	<b>2026 Tentative</b>
<b>Verizon New York Inc. #631900</b>	<b>98BLI 7 C</b>	<b>12,377</b>	<b>11,343</b>
<b>Cablevision System Lightpath # 725500</b>	<b>98BLI 11C</b>	<b>98</b>	<b>83</b>
<b>Zayo Group LLC #739500</b>	<b>98BLI 10C</b>	<b>377</b>	<b>324</b>
<b>Teleport Communications #744790 - (New for 2026)</b>	<b>98BLI 12C</b>	<b>0</b>	<b>123</b>
<b>TOTAL</b>		<b>\$12,852</b>	<b>\$11,873</b>

**NOW THEREFORE BE IT RESOLVED**, that the Board hereby authorizes the Assessor to adjust the assessed values of the listed telecommunication ceilings within the 2026/2027 Tentative Roll.

The Clerk polled the Board as follows:

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees  
FROM: Vilma I. Lancaster, Village Assessor  
Date: December 4, 2025  
RE: 2026 Tentative Notice of Special Franchise Assessments

The Assessment Department received on December 3, 2025, the 2026 Notice of Tentative Special Franchise Assessment dated December 3, 2025 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services.

The Village received changes from the 2025 Final Assessment Roll and it will require adjustments to the 2026/2027 Tentative Assessment Roll.

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

<b>List of Special Franchise Assessments</b>	<b>S / B / L</b>	<b>2025 Final Roll</b>	<b>2026 Tentative Roll</b>
<b>/Long Island Power Authority - # 127400</b>	<b>99-SPF-5</b>	<b>55,127</b>	<b>51,551</b>
<b>Key Span Gas East Corp - # 127410</b>	<b>99-SPF-2</b>	<b>1,296,678</b>	<b>1,239,905</b>
<b>Verizon NY Inc. # 631900</b>	<b>99-SPF-3</b>	<b>76,648</b>	<b>69,394</b>

<b>Crown Castle Fiber LLC # 797400</b>	<b>99-SPF-6</b>	<b>3,982</b>	<b>3,432</b>
<b>Zayo Group LLC # 739500</b>	<b>99-SPF-7</b>	<b>2,813</b>	<b>2,409</b>
<b>Teleport Communications # 744790</b>	<b>99-SPF-4</b>	<b>1,946</b>	<b>2,523</b>
<b>Cablevision System Lightpath #725500</b>	<b>99-SPF-8</b>	<b>625</b>	<b>563</b>
<b>Level 3 Telecom NY # 701000</b>	<b>99-SPF-9</b>	<b>1,181</b>	<b>1,032</b>
<b>Cablevision System, LI Corp. # 923500</b>	<b>99-SPF-1</b>	<b>53,347</b>	<b>49,810</b>
<b>Total Special Franchise Assessment</b>		<b>1,492,347</b>	<b>1,420,619</b>

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

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

**WHEREAS**, on December 3, 2025, the Assessment Department received the 2026 Notice of Tentative Special Franchise Assessment from the State of New York Department of Taxation and Finance Office of Real Property Tax Services; and

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

**WHEREAS**, the State will forward the Final Notice of the Special Franchise Assessments during the second quarter of 2026/2027 and changes will be made to the Final Assessment Roll if necessary; and

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

<b>List of Special Franchise Assessments</b>	<b>S / B / L</b>	<b>2025 Final Roll</b>	<b>2026 Tentative Roll</b>
<b>/Long Island Power Authority - # 127400</b>	<b>99-SPF-5</b>	<b>55,127</b>	<b>51,551</b>
<b>Key Span Gas East Corp - # 127410</b>	<b>99-SPF-2</b>	<b>1,296,678</b>	<b>1,239,905</b>
<b>Verizon NY Inc. # 631900</b>	<b>99-SPF-3</b>	<b>76,648</b>	<b>69,394</b>
<b>Crown Castle Fiber LLC # 797400</b>	<b>99-SPF-6</b>	<b>3,982</b>	<b>3,432</b>
<b>Zayo Group LLC # 739500</b>	<b>99-SPF-7</b>	<b>2,813</b>	<b>2,409</b>
<b>Teleport Communications # 744790</b>	<b>99-SPF-4</b>	<b>1,946</b>	<b>2,523</b>
<b>Cablevision System</b>	<b>99-SPF-8</b>	<b>625</b>	<b>563</b>

**Lightpath #725500**

<b>Level 3 Telecom NY # 701000</b>	<b>99-SPF-9</b>	<b>1,181</b>	<b>1,032</b>
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<b>Cablevision System, LI Corp. # 923500</b>	<b>99-SPF-1</b>	<b>53,347</b>	<b>49,810</b>
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<b>Total Special Franchise Assessment</b>		<b>1,492,347</b>	<b>1,420,619</b>
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**NOW THEREFORE BE IT RESOLVED**, that the Board hereby approves the 2026 Notice of Tentative Special Franchise Assessment from the State of New York Department of Taxation and Finance Office of Real Property Tax Services and the Assessor be authorized to make the changes to the 2026/27 Tentative Assessment Roll.

The Clerk polled the Board as follows:

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

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

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Megan Martinez-Ewald, Village Auditor  
**DATE:** November 20, 2025  
**RE:** Service Agreement for GASB 75 Actuarial Valuation Services – Danziger & Markhoff, LLP

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Board approval is requested to enter into a service agreement between the Incorporated Village of Freeport and Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, NY 10601 for Government Accounting Standards Board (GASB) Statement No. 75 actuarial services for the period March 1, 2026 through February 29, 2028.

The Village is subject to GASB Statement No.75. This GASB update requires the use of new terminology and disclosures on our financial statements.

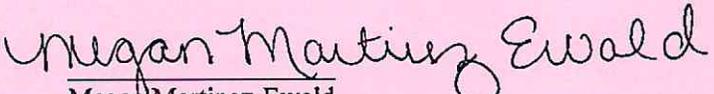
The total service agreement cost to provide GASB 75 actuarial valuation services relating to the Village's fiscal year 2026 audited financial statements will not exceed \$5,650.00, an increase of \$450.00 from the previous year. Funding is available in the following fiscal year 2027 budget accounts:

A132004 545700 – Auditor - Non employee salaries (75%)	\$4,237.50
E7820000 578100 – Electric - Management services (20%)	\$1,130.00
WE90104 554500 – Water - Non employee salaries (5%)	\$282.50

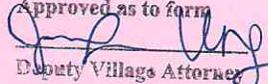
The Village will require an update for its fiscal year 2027 audited financial statements at a cost of \$2,825.00 that will be payable in fiscal year 2028 using the same budget allocation above. This is an increase of \$225.00 from previous year.

If this meets your approval, please place it on the next available Board agenda for the approval of the service agreement with Danziger & Markhoff, LLP.

Thank you.



Megan Martinez-Ewald  
Village Auditor  
Cc: Alvin McDaniel, Village Comptroller

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport's Auditor is requesting board approval to enter into a service agreement between the Village of Freeport and Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, NY 10601, for Government Accounting Standards Board (GASB) Statement No. 75 actuarial services for the period March 1, 2026 through February 29, 2028; and

**WHEREAS**, the Village is subject to GASB Statement No.75; this GASB update requires the use of new terminology and disclosures on financial statements; and

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

**WHEREAS**, the total service agreement cost of GASB 75 actuarial valuation services relating to the Village the fiscal year ending February 28, 2026 audited financial statements for a not-to-exceed \$5,650.00, an increase of \$450.00 from the previous year, payable in the fiscal year ending February 28, 2027; and

**WHEREAS**, the Village will require an update for its fiscal year ending February 28, 2027, at a cost of \$2,825.00, an increase of \$225.00 from previous year, that will be payable in fiscal year ending February 29, 2028 using the same budget allocation below; and

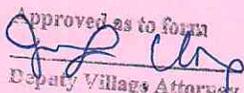
**WHEREAS**, funding is available in the following fiscal year 2027 budget accounts:

A132004 545700 – Auditor - Non employee salaries (75%)	\$4,237.50
E7820000 578100 – Electric - Management services (20%)	\$1,130.00
WE90104 554500 – Water - Non employee salaries (5%)	\$282.50

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Auditor, the Board hereby approves, and the Mayor is hereby authorized to execute any and all documents necessary to effectuate the agreement letter with Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, NY 10601, for Government Accounting Standards Board (GASB) Statement No. 75 actuarial services for the period March 1, 2026 through February 29, 2028, at a cost not-to-exceed \$5,650.00 for services related to the fiscal year ending February 28, 2026, and \$2,825.00 for services related to the fiscal year ending February 29, 2027.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

DANZIGER &  
MARKHOFF LLP  
Attorneys at Law

Joel Danziger (1960-2023)

Harris Markhoff

Joshua S. Levine

Robert B. Danziger

Michael Markhoff

Andrew E. Roth

Jay Fenster

David P. Gesser

Mark Hamilton

Christopher Miehle

Gary S. Sastow

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COUNSEL

James E. Dalrymple

Andrew S. Burg

Steven Schmutter

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ASSOCIATES

Brittini Lai

Matthew Mattesi

Mehvish Maqbool

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ENROLLED ACTUARIES

William Miller

Andrea L. Abolafia

Alexander P. Nahoum

Mickaela Hill

Howard Rosenfeld

Chelsea N. Cupp

November 20, 2025

**BY E-MAIL**  
**PERSONAL & CONFIDENTIAL**

Mr. Alvin McDaniel  
Comptroller  
Inc. Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520

Re: Village of Freeport – GASB #75 Actuarial Services

Dear Mr. McDaniel:

Thank you for again selecting Danziger & Markhoff LLP (“D&M”) to perform GASB #75 actuarial services for your post-employment benefit program.

Our fees for the following two fiscal years are:

FYE 2/28/2027 FULL valuation: \$5,650.

FYE 2/28/2028 Interim-year valuation: \$2,825.

[Reflects a 50% discount]

The services we will perform for such fee will be limited to (1) discussions with you and your auditors in advance of the commencement of work to understand your specific objectives, as necessary, (2) performance of the valuation calculations, (3) preparation of the required disclosures, (4) preparation of a comprehensive actuarial report, and (5) an explanation of the results of the report.

— PROUDLY SERVING CLIENTS SINCE 1960 —

The fees set forth in this letter relate solely to the services outlined above. If additional work is required to be performed by us as requested by you, additional meetings with you or your auditors, demographic analysis to reduce liability, etc.), we will bill separately for this additional work based on our usual time charges.

Our statements are due and payable upon receipt and are considered delinquent if not paid within thirty days. In addition, we reserve the right to withdraw from your representation for cause, including your failure to pay fees and costs in accordance with the terms outlined in this letter. If you should decide to discontinue our services at any time, you will remain liable for our fee based on the work completed. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Our fees are intended to compensate us fairly in light of: the complexity of the matter, the risk and responsibility assumed, the time involved, the expertise brought to bear and the results achieved. No one of the above factors controls, and time is only one of such factors.

Further, there is the possibility that we may correspond with you via e-mail from time to time. Although e-mail can be intercepted by unauthorized parties, the interception of e-mail is a felony under the Federal Electronic Communications Privacy Act (the "Act"). The Act also contains a provision that if an otherwise privileged communication is intercepted in violation of the Act, the attorney-client privilege will remain intact. We will assume that your acknowledgment and acceptance of the terms of this letter represent your consent to our use of e-mail for privileged communications. If you do not consent to our use of email for privileged communications, please notify us promptly in writing.

Please indicate your authorization of engagement at the bottom of the letter, and return a signed copy this afternoon by fax or e-mail. My e-mail address is [aabolafia@dmlawyers.com](mailto:aabolafia@dmlawyers.com). Our firm has adopted a policy of securing a retainer before beginning new matters. We will request an initial retainer of 50% of the above fee prior to the commencement of work. We will bill the balance of the fee when the work is completed.

**Retainer WAIVED for Village of Freeport 11/20/2025—ALA.**

We very much appreciate your continued confidence in entrusting this important matter to us.

Very truly yours,



Andrea L. Abolafia, FSA, EA, MAAA  
Senior Actuary  
Danziger & Markhoff LLP

Approval Signature, Title

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

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

**Date:** December 5, 2025  
**To:** Mayor Robert T. Kennedy  
**From:** Eric Rosmarin, Superintendent of Electric Utilities  
**Re:** The Delphi Groupe, LLC – Mutual Confidentiality and Non-Disclosure Agreement

---

The Electric Department is interested in discussing battery energy storage opportunities and related matters with The Delphi Groupe, LLC (Delphi) (a QGS/Quanta Services company). Participation in this discussion could be extremely beneficial to the Village. According to Delphi, the information we will be discussing has been classified as confidential.

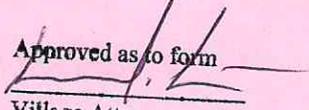
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve entering into a Mutual Confidentiality and Non-Disclosure Agreement with The Delphi Groupe, LLC, 11501 Burnet Rd., Bldg. 906, Suite 200, Austin, Texas 78758. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement.

  
Eric Rosmarin  
Superintendent of Electric Utilities

ER:db

Attachment

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

  
Approved as to form  
Village Attorney

12/9/2025

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

**WHEREAS**, the Electric Department is interested in discussing energy storage opportunities with The Delphi Groupe, LLC (Delphi) (a QGS/Quanta Services company), 11501 Burnet Rd., Bldg. 906, Suite 200, Austin, Texas 78758; and

**WHEREAS**, participation in this discussion could be extremely beneficial to the Village; and

**WHEREAS**, according to Delphi, the information the Department will be discussing has been classified as confidential; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and the Mayor is hereby authorized to execute any and all documentation necessary to effectuate a Mutual Confidential Disclosure Agreement between the Village of Freeport and The Delphi Groupe, LLC, 11501 Burnet Rd., Bldg. 906, Suite 200, Austin, Texas 78758.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

12/9/2025



A QUANTA GOVERNMENT SOLUTIONS COMPANY

MUTUAL CONFIDENTIALITY  
AND  
NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (including and incorporating the Terms and Conditions attached hereto, this "**Agreement**") is made by and between "**Delphi Groupe**" and "**Counterparty**" (individually, a "**Party**" and, collectively, the "**Parties**"), in connection with a "**Business Relationship**", effective as of the "**Effective Date**", all such terms as they may be further detailed in the table below:

<b>Delphi Groupe:</b>	The Delphi Groupe, LLC	Address:	11501 Burnet Rd. Bldg 906, Ste 200 Austin, TX 78758
<b>Counterparty:</b>		Address:	
<b>Business Relationship:</b>	As further described below, the potential provision of goods and services by Counterparty or its Affiliates (as defined below) to Delphi Groupe or its Affiliates or other cooperation with respect to one or more projects involving the engineering and/or construction of certain power, renewable, or telecom infrastructure and related projects.		
<b>Effective Date:</b>			

**WHEREAS**, the Parties contemplate entering into discussions to explore the potential for Delphi Groupe and/or certain of its Affiliates and Counterparty and/or certain of its Affiliates to pursue a Business Relationship; and

**WHEREAS**, each Party (in such capacity, "**Disclosing Party**") is willing to provide confidential and proprietary information to the other Party (in such capacity, "**Recipient**") to assist Recipient in its consideration and evaluation of, and potential entry into, a Business Relationship, in return for which each Party, as Recipient, is willing to maintain the confidentiality of such information in accordance with the Terms and Conditions set out below;

**NOW, THEREFORE**, in consideration of the premises hereof, the mutual promises set out herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties have executed this Agreement as of the Effective Date.

THE DELPHI GROUPE, LLC

*Mark Randolph*

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Mark Randolph \_\_\_\_\_

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

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

[Terms and Conditions Follow on Next Page]

Approved as to Form  
Village Attorney

*12/19/2025*

## TERMS AND CONDITIONS

**1. Confidential Information.** For the purposes of this Agreement, the term "**Confidential Information**" means information provided by Disclosing Party or its Representative (as defined below) to Recipient or its Representative in connection with discussions regarding a Business Relationship, which information may include any business, commercial, technical, marketing, financial, or other information (including the existence or nature of potential equity opportunities and services contracts), whether in electronic, oral, or written or other visual form. Without limitation of the foregoing, Confidential Information shall include the following: trade secrets and data, documents, agreements, and information of Disclosing Party (including business sensitive information, information regarding Disclosing Party's commercial partners, investors, lenders, customers, or advisors, trade secrets, know-how, patent applications, reports, memoranda, analyses, compilations, summaries, proprietary project descriptions, design drawings, computer programs and models and the results therefrom, studies, financial and other projections, test results, scientific, engineering, statistical, or process data or information); materials, devices, prototypes, or samples provided by the Disclosing Party (including the results of any tests performed thereon); and other proprietary information. Notwithstanding anything to the contrary herein, Confidential Information shall not include information that (a) is at the time of such disclosure or thereafter becomes part of the public domain other than as a result of a breach of this Agreement by Recipient or any of its Representative, (b) is disclosed to Recipient from a source that is not known by Recipient at the time of disclosure to be in breach of an obligation to keep such information confidential, (c) was rightfully in Recipient's possession on a non-confidential basis prior to disclosure of the same by Disclosing Party, (d) is independently developed by Recipient or its Representative without use of, reliance on, or reference to Confidential Information provided by Disclosing Party or its Representative, or (e) is approved for release in writing by Disclosing Party. Confidential Information shall not be deemed non confidential merely because it is incorporated or embedded into non confidential information. With respect to a particular Party, the term "**Representatives**" means and includes such Party's

Affiliates, directors, officers, members, managers, employees, representatives (including financial advisors, legal counsel, consultants, and accountants), agents, and potential sources of financing to such Party. "**Affiliate**" means a person or entity that controls, is controlled by, or is under common control with the party of reference.

**2. Third-Party Confidential Information.** Recipient acknowledges that some Confidential Information intended to be provided by Disclosing Party or Disclosing Party's Representative to Recipient or Recipient's Representative hereunder may contain a third-party's information, licensed material, technical data, trade secrets, patents, copyrighted material, or proprietary processes (collectively, "**Third-Party Confidential Information**") and that Disclosing Party and Disclosing Party's Representative may not be able to disclose such Third-Party Confidential Information unless and until Recipient or Recipient's Representative executes and delivers a separate confidentiality agreement with such third party or a written acknowledgement in form and substance acceptable to such third party in which Counterparty or Counterparty's Representative agrees to be bound by the terms and conditions of any confidentiality and non-disclosure agreement between Disclosing Party and such third party. Notwithstanding anything to the contrary in this Agreement, Recipient shall return or destroy any Third-Party Confidential Information in accordance with the written instructions of the owner of such Third-Party Confidential Information, except that Recipient and its Representatives may retain one copy of such Third-Party Confidential Information in accordance with Section 7.

**3. Non-Use; Protection and Dissemination of Confidential Information.** Recipient agrees not to use the Confidential Information for any purpose other than evaluating and potentially entering into a Business Relationship. Except as otherwise provided herein or to the extent required by law, regulation, or stock exchange rule, Recipient shall not, without the prior written consent of Disclosing Party, disclose the Confidential Information of Disclosing Party to any other party and shall protect the confidentiality of such Confidential Information using the same standard of care that Recipient accords its own proprietary and confidential information, but in no event less than a

Counterparty Initials: \_\_\_\_\_ Delphi Groupe Initials: MR 2 of 5

reasonable standard of care; *provided, however*, that Recipient may furnish such Confidential Information to those of its Representatives who need to have access to such Confidential Information for purposes of evaluating and potentially entering into a Business Relationship. As a condition to such disclosure, Recipient shall inform its Representatives of the confidential nature of such Confidential Information and be responsible for any action by such Representative that would constitute a violation of this Agreement if such Representative were a party to this Agreement. Recipient agrees to promptly notify Disclosing party of any breach of Agreement and cooperate to limit unauthorized use of disclosure.

**4. Non-Disclosure of Business Relationship.** Each Party agrees that, except as otherwise permitted herein or to the extent required by applicable law, regulation, or stock exchange rule, it (a) shall keep strictly confidential and shall not, without the prior written consent of the other Party, disclose or confirm to any third party the contents, substance, status, or existence of any discussions, negotiations, or evaluations that are taking or have taken place related to a Business Relationship (including the contents of this Agreement and the fact that Confidential Information has been made available to or exchanged between the Parties) and (b) shall not, without the prior written consent of the other Party, issue any press release or make any other public announcement regarding the same or the other Party.

**5. Compelled Disclosure.** If Recipient or its Representative is required by an interrogatory, request for information or documents, subpoena, civil investigation, order, demand, or similar legal or administrative process of any court or other governmental authority that, in the opinion of legal counsel requires the disclosure of Disclosing Party's Confidential Information, then (a) Recipient shall promptly notify Disclosing Party of such requirement (other than where prohibited by applicable law or where such disclosure is required as a result of an examination by a regulatory or governmental agency that is required to keep such information confidential) so that Disclosing Party may waive compliance with the provisions of this Agreement or seek, at Disclosing Party's sole cost and expense, an appropriate protective order or other relief, (b) if Disclosing Party is not able to timely obtain a protective order or other relief or to the extent that Disclosing Party waives

such compliance, Recipient or its Representative may disclose such Confidential Information, but only that portion which is required to be disclosed, and (c) except to the extent that Disclosing Party has waived compliance with the provisions of this Agreement, Recipient shall reasonably cooperate with Disclosing Party to request confidential treatment of such Confidential Information.

**6. Ownership and Nature of Confidential Information.** All Confidential Information and the rights thereto shall be and remain the exclusive property of Disclosing Party, and no right or license, other than the right to evaluate the Confidential Information in accordance with the terms hereof, is granted to Recipient with respect to any Confidential Information by virtue of this Agreement or any disclosure of Confidential Information hereunder. All Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy, completeness, or efficacy, and neither Disclosing Party nor any of its Representatives shall have any liability to Recipient as a result of the use of such Confidential Information. Nothing in this Agreement obligates any Party to disclose any information to the other Party.

**7. Return and Destruction of Confidential Information.** Upon the written request of Disclosing Party, Recipient shall (i), at its option, either return to Disclosing Party or destroy all Confidential Information in its possession, including all copies of the same and all notes, analyses, compilations, studies, or other documents prepared by, for, or on behalf of Recipient or its Representatives that contain, reflect, or are developed from such Confidential Information and (ii) certify the fact of any such return or destruction in writing to Disclosing Party; *provided, however*, that Recipient and its Representatives may retain one (1) copy of such material to the extent necessary to comply with applicable law, regulation, or bona fide document retention policies, and such copies thereof as are created as part of Recipient's and its Representatives' electronic data backup and archiving procedures. All Confidential Information retained by Recipient pursuant to the preceding sentence shall remain subject to all restrictions and obligations contained in this Agreement.

**8. Business Relationship.** Both Parties acknowledge and agree that unless and until a written

Counterparty Initials: \_\_\_\_\_ Delphi Groupe Initials: MR

3 of 5

definitive agreement regarding a Business Relationship between the Parties has been executed and delivered, neither Party is required to enter into any agreement, discussions, or negotiations with the other Party or to conclude or proceed with such a Business Relationship or any other type of business arrangement by virtue of this Agreement or any disclosure of Confidential Information hereunder, and neither Party shall be under any legal obligation of any kind whatsoever with respect to such Business Relationship except as expressly agreed herein. Neither this Agreement nor any disclosure of Confidential Information hereunder creates any agency, joint venture, or partnership relationship between the Parties or, except as otherwise expressly provided herein, prohibits or restricts either Party from entering into any business relationship with any third party.

**9. Remedies.** Each Party acknowledges that remedies at law would be inadequate to protect either Party against any actual or threatened breach of this Agreement by the other Party or its Representative and that any such actual breach would cause irreparable harm that could not be adequately compensated with monetary damages. Therefore, if either Party or its Representative breaches or threatens to breach this Agreement, the other Party shall be entitled to injunctive or other equitable relief without proof of actual damages or posting of any bond. Such remedies shall not be deemed exclusive remedies for any such breach, but shall be in addition to and without prejudice to any other rights or remedies otherwise available to either Party. If any action or proceeding is brought to enforce or interpret this Agreement (whether at law or in equity) before a court of competent jurisdiction, then to the extent that a Party prevails therein, such Party shall be entitled to recover from the non-prevailing Party any costs and expenses (including reasonable attorneys' fees) incurred by the prevailing Party in connection with such action or proceeding and enforcing any judgment or order obtained therefrom.

**10. Term.** Unless sooner terminated, upon thirty (30) days' advance written notice by either party to the other, this Agreement shall remain in effect for a period of three (3) years from the date hereof; *provided*, that with respect to any Confidential Information disclosed prior to such termination date, the obligations hereunder with respect to such

Confidential Information shall survive such termination as necessary to extend for a period of three (3) years from the date of disclosure of such Confidential Information; *provided further*, that Confidential Information expressly identified as a trade secret shall be subject to the confidentiality obligations hereunder indefinitely for so long as such Confidential Information is maintained as a trade secret by the Disclosing Party.

**11. Securities Laws.** Each Party understands, and shall communicate to its employees and authorized representatives who have knowledge of a possible Business Relationship, that applicable securities laws restrict (i) the purchase or sale of securities by any person who is in possession of material, non-public information from the issuer of such securities and (ii) the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

**12. Export Restrictions.** Disclosing Party's Confidential Information is subject to all applicable export and import control and customs laws and regulations, including any associated embargo and sanction regulations, and Recipient agrees that it shall not, directly or indirectly, export or re-export such information or any product, equipment, or material embodying or made by use of such information to any prohibited destination or country (including the release to nationals of any prohibited country regardless of where such nationals are located) in violation of such laws and regulations.

**13. Costs and Expenses.** Except as otherwise provided herein, each Party agrees that it shall be solely responsible for all costs and expenses incurred by it or its Representatives in connection with this Agreement and their review of the Confidential Information and evaluation of a Business Relationship.

**14. Notice.** All notices, requests, demands, declarations, and other communications required hereunder or given pursuant hereto shall be in writing and shall become effective (a) if given by facsimile, when transmitted and receipt has been confirmed or proof of delivery has been received, (b) if given by registered or certified mail, three (3) business days after posting/ mailing, postage prepaid, (c) if given by

Counterparty Initials: \_\_\_\_\_ Delphi Groupe Initials: MR

4 of 5

courier, when delivered by such courier, or (d) if personally delivered, when so delivered in person, in each case when addressed as indicated on the first page hereof or at such other address as either Party may from time to time designate for itself by written notice to the other Party in accordance with this section.

**15. Governing Law; Jurisdiction.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York, U.S.A., without regard to the conflict of laws rules and principles thereof. Each Party irrevocably consents and submits to the jurisdiction of the courts of the State of New York, U.S.A., located in the County of Nassau, and the courts of the United States located there, for the adjudication of any action or legal proceeding relating to or arising out of this Agreement and the transactions contemplated by a Business Relationship, and each Party agrees not to commence any action or legal proceeding relating thereto except in such a court. Each Party hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue in such courts and agrees not to plead or claim in any such court that any such action or legal proceeding brought in any such court has been brought in an inconvenient forum. Each Party hereby agrees that service of any process, summons, notice, or document by registered mail addressed to such Party shall be effective service of process for any such suit, action, or proceeding brought against such Party in any such court. Each Party agrees that a final judgment in any such suit, action, or proceeding brought in any such court shall be conclusive and binding upon such Party and may be enforced in any other court to the jurisdiction of which such Party is or may be subject by suit upon such judgment.

**16. Waiver; Amendment; Assignment; Severability; Entire Agreement.** No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or waiver thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege

whatsoever hereunder. No provision of this Agreement may be waived or amended except by written consent of the Parties, which consent shall specifically refer to the provision being waived or amended and explicitly make such waiver or amendment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, and subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall to the extent permitted by applicable law, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement contains the entire understanding and agreement between the Parties with respect to the matters set out herein and supersedes any and all prior and contemporaneous agreements and understandings, whether written or oral, relating thereto. Neither Party shall have any obligation, express or implied by law, with respect to trade secrets or proprietary information of the other Party except as set out herein.

**17. Headings; Counterparts; Signatures.** Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any purpose. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one such counterpart. Each Party agrees that (i) it shall be bound by its own facsimile or scanned signature, (ii) it accepts the facsimile or scanned signature of the other Party, and (iii) such facsimile or scanned signature shall be treated as, and admissible into evidence as, the original.

END OF TERMS AND CONDITIONS

Counterparty Initials: \_\_\_\_\_ Delphi Groupe Initials: MR

5 of 5

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

**Date:** November 26, 2025  
**To:** Mayor Robert T. Kennedy  
**From:** Eric Rosmarin, Superintendent of Electric Utilities  
**Re:** Consulting Agreement – Combined Technologies, Inc.

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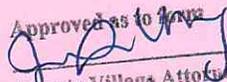
Attached is the Consulting Agreement between the Incorporated Village of Freeport and Combined Technologies, Inc. (CTI) for the provision of engineering consulting services to the Incorporated Village of Freeport's Electric Department. On an as needed basis CTI provides specialized engineering assistance with respect to electrical grant writing, transformers, substations and battery energy storage systems (BESS). To date no funds have been used under the current contract. The billing rate will remain unchanged for the new fiscal year. Expenses for the period March 1, 2026 to February 28, 2027 are capped at \$20,000.00 (the same as the current fiscal year).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Village enter into an agreement for engineering consulting services with Combined Technologies, Inc., 43 East Mall Drive, Melville, NY 11747 from March 1, 2026 to February 28, 2027 for the not to exceed cost of \$20,000.00; and that the Mayor be authorized to execute any and all documentation associated with this agreement. The cost of these services shall be funded through account numbers E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2) and E7131006 510000 (Supervision & Engineering LM6000).



Eric Rosmarin  
Superintendent of Electric Utilities

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Electric Utility is currently in need of professional on-call electrical engineering consulting services for the Incorporated Village of Freeport's Electric Department; and

**WHEREAS**, on February 24, 2024, the Board approved to enter into a Consulting Agreement with Combined Technologies Inc. (CTI), 43 East Mall Drive, Melville, New York 11747-2321, for an amount not to exceed \$20,000.00, for the term from March 1, 2025 to February 28, 2026; and

**WHEREAS**, CTI's Principal-In-Charge, Mitchell Goldstein P.E., has been a registered Professional Engineer since 1988; and

**WHEREAS**, these professional services performed by CTI Combined Technologies Inc. are specialized skills and are therefore exempt from competitive bidding requirements of General Municipal Law; and

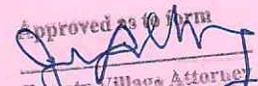
**WHEREAS**, the cost of the contract with Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321, for a term from March 1, 2026 to February 28, 2027, for an amount not to exceed \$20,000.00 (the same as the current fiscal year); and

**WHEREAS**, the cost of these services shall be funded through account numbers E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2) and E7131006 510000 (Supervision & Engineering LM6000); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and the Mayor is hereby authorized to execute all necessary documentation to enter into a Consulting Agreement with Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321, for a term from March 1, 2026 to February 28, 2027, for an amount not to exceed \$20,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Eric Rosmarin, Superintendent of Electric Utilities February 25, 2025  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 24, 2025:

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

**WHEREAS**, the Electric Utility is currently in need of professional on-call electrical engineering consulting services for the Incorporated Village of Freeport's Electric Department; and

**WHEREAS**, on January 22, 2024, the Board approved to enter into a Consulting Agreement with Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321, for a not to exceed amount of \$20,000.00, for the term from March 1, 2024 to February 28, 2025; and

**WHEREAS**, CTI's Principal-In-Charge, Mitchell Goldstein P.E., has been a registered Professional Engineer since 1988; and

**WHEREAS**, these professional services performed by CTI Combined Technologies Inc. are specialized skills and are therefore exempt from competitive bidding requirements of General Municipal Law; and

**WHEREAS**, the cost of the contract with Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321, is for an amount not to exceed \$20,000.00, for the term from March 1, 2025 to February 28, 2026; and

**WHEREAS**, the rate for the Principal-In-Charge and the Technical Consultant will increase by \$25.00/hour; and

**WHEREAS**, the cost of these services shall be funded through account numbers E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2) and E7131006 510000 (Supervision & Engineering LM6000); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Electric Department, the Board approves and the Mayor be and hereby is authorized to execute all necessary documentation to enter into a Consulting Agreement with Combined Technologies Inc., 43 East Mall Drive, Melville, New York 11747-2321, for an amount not to exceed \$20,000.00, for the term from March 1, 2025 to February 28, 2026.

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

The Clerk polled the Board as follows:

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

cc:

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

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**COMBINED TECHNOLOGIES INC.**

**MARCH 1, 2026 - FEBRUARY 28, 2027**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the 21<sup>st</sup> day of November 2025, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, NY 11520 (hereinafter referred to as "IVF"), and COMBINED TECHNOLOGIES, INC., with an office located at 43 East Mall Drive, Melville, NY 11747 (hereinafter referred to as "CTI"):

### WITNESSETH:

WHEREAS, CTI, has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport Electric Utility from time to time, in particular engineering services, and,

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

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

### TERMS AND CONDITIONS

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

*1. Contract.*

IVF hereby contracts with CTI as an independent contractor, and CTI hereby accepts contract 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, 2026 and shall terminate on February 28, 2027 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 twelve (12) herein. The IVF will compensate CTI for only those services rendered prior to the termination of the contract.

*3. Compensation.*

For all services rendered by CTI under this Agreement, the IVF shall pay the Consultant a fee not to exceed \$20,000.00. All services to IVF shall be billed in hourly increments utilizing the rates provided in Attachment A, and shall be accompanied by an itemized listing of all charges incurred.

#### *4. Duties.*

The scope of CTI's services anticipated during the contract term may include, but is not limited to, the following:

- Provide engineering related study services and/or reports in accordance with approved billing rates, with total costs not to exceed amounts authorized by Freeport Electric.
- At IVF's request, any other consulting services that the firm provides, where Freeport Electric believes it would be in the best interest for CTI to provide said services under this On-call proposal.
- CTI will be prepared to respond with appropriate technical staff on an as-needed basis within 48 hours of request.

#### *5. Extent of Services.*

CTI shall devote such time, attention and energies to the IVF as is required. CTI 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 CTI shall not disclose any information, IVF documents and/or other information given to or acquired by CTI in the course of performing his duties.

#### *6. Expenses.*

CTI is authorized to incur reasonable expenses related to CTI performance of the aforesaid duties. The IVF will reimburse CTI for all such expenses authorized by the IVF upon the presentation by CTI, from time to time, of an itemized account of such expenditures. Additionally, any expense greater than One Hundred (\$100.00) Dollars shall be pre-approved by the IVF. CTI agrees to submit, on or before the first day of each month, a detailed invoice to the IVF for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

#### *7. No Participation.*

CTI acknowledges and agrees that this contract shall not give or extend to CTI 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 CTI under the terms of this Agreement.

8. *Insurance.*

CTI is required to provide the following insurance:

- General Liability coverage in the amount of minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including the Inc. Village of Freeport as additional insured, and contractual liability coverage with "hold harmless" agreement must be noted on the certificate.
- CTI will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.
- Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.

9. *Death or Disability.*

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

10. *Assignment.*

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

11. *Confidentiality.*

CTI will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF that the parties had in their possession prior to disclosure; the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; is independently developed by the receiving party; or is required to be disclosed by law or court order.

12. *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, NY 11520

COMBINED TECHNOLOGIES, INC.  
43 East Mall Drive  
Melville, NY 11747-2321

13. *Confidentiality.*

CTI will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *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.

20. *Disclosure.*

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

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**

**COMBINED TECHNOLOGIES, INC.**



BY: \_\_\_\_\_

**MITCHELL GOLDSTEIN, P.E., VICE PRESIDENT**

APPROVED AS TO FORM:

  
Village Attorney

## ATTACHMENT A

### Billing Rate Schedule

Principal-In-Charge	\$250.00
Technical Consultant	\$200.00
Professional Engineer	\$225.00
Registered Architect	\$150.00
Project Engineer	\$150.00
Project Architect	\$150.00
Project Manager	\$170.00
Environmental Scientist	\$100.00
Engineer	\$125.00
Architectural Designer	\$100.00
Engineering Designer	\$125.00
Sr. CAD Operator/Technician 1	\$100.00
Jr. CAD Operator/Technician 2	\$ 90.00
Other Employees/Associates	2.1 x employee rate
Other Hired Contractors	Cost + 18.5%
Expert Testimony or night meetings	\$200.00 (min. 4 hr)

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

---

To: Mayor Robert T. Kennedy

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

Date: December 3, 2025

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**RE: 2026 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT**

Our Annual Catch Basin and Road Panel Contract expires on February 28, 2026. Therefore, it is necessary to bid this requirements contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This program provides contractual unit prices for the repair of catch basins and road panels. The current contract has an approximate annual cost of \$300,000.00. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2026 and ending February 28, 2027, with an option for two one-year extensions if mutually accepted.

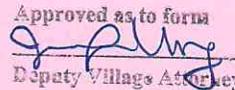
Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 18, 2025. Bid documents will be available from December 22, 2025 through January 9, 2026. Bids will have a returnable date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.

Encl.

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village's Annual Catch Basin and Road Panel Contract expires on February 28, 2026; and

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

**WHEREAS**, this program provides the contractual unit prices for the repair of catch basins and road panels; and

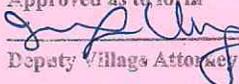
**WHEREAS**, the contract will be for a term of one (1) year beginning March 1, 2026 and ending February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to publish a Notice to Bidders for the "2026 Annual Catch Basin and Road Panel Contract" in the Freeport Herald and other relevant publications of general circulation on December 18, 2025, with bid documents available from December 22, 2025 through January 9, 2026, with a return date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

## NOTICE TO BIDDERS

### 2026 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT FOR

#### THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

#### “2026 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT”

until 11:00 A.M. on **January 13, 2026**, 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 Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. on December 22, 2025 until 4:00 P.M. January 9, 2026**. There is no charge for the bid documents.

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

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

Taylor D’Orta  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – December 18, 2025  
Freeport Herald

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

---

To: Mayor Robert Kennedy

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

Date: December 5, 2025

---

**Re: DISPOSAL OF INORGANIC MATERIALS 2026**

Our Annual Disposal of Inorganic Materials Contract will expire on February 28, 2026. Accordingly, we have put together bid documents for this requirements contract and we would now like permission to bid. This program provides contractual unit prices for the legal disposal of inorganic materials such as street sweepings, unsuitable fill, concrete and asphalt. Funding for this disposal will come out of the annual fiscal budget for the various departments that dispose of inorganic material. We anticipate spending approximately \$95,000.00 under this contract. Funding for this is included in the annual budget (A816004 546400, A816004 547800). The contract will begin on March 1, 2026 and end on February 28, 2027, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 18, 2025. Bid documents will be available from December 22, 2025, through January 9, 2026. Bids will have a returnable date of January 13, 2026 with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

c.

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport requires the services of a company able to perform under the Disposal of Inorganic Materials 2026 contract; and

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

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

**WHEREAS**, the contract will have a term beginning March 1, 2026 and ending February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

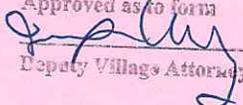
**WHEREAS**, the Village anticipates spending approximately \$95,000.00 under this contract; and

**WHEREAS**, funding for this disposal will come out of the budgets for the various departments that dispose of inorganic materials (A816004 546400 and A816004 547800); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to publish a Notice to Bidders for the "Disposal of Inorganic Materials 2026" in the Freeport Herald and other relevant publications of general circulation on December 18, 2025, with specifications available from December 22, 2025, through January 9, 2026, with a return date of January 13, 2026.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

# NOTICE TO BIDDERS

## DISPOSAL OF INORGANIC MATERIALS 2026

FOR

### THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

#### DISPOSAL OF INORGANIC MATERIALS 2026

until 11:00 A.M. on **January 13, 2026** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at [www.freeportny.gov](http://www.freeportny.gov) or at the Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, **9:00 A.M. on December 22, 2025 until 4:00 P.M. January 9, 2026**. There is no fee for a set of contract documents.

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

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

Taylor D'Orta  
Buyer  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – December 18, 2025  
Freeport Herald

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

---

To: Mayor Robert T. Kennedy

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

Date: December 3, 2025

---

Re: **2026 SUPPLY OF CAR TIRES**

The Village Garage needs to purchase new tires for Village of Freeport vehicles. Due to the total annual cost for these items, it is necessary to publicly bid these items. Accordingly we have put together bid documents and we would now like permission to bid. It is estimated that this contract will be approximately \$45,000.00 and funding will come out of the annual fiscal budget for the Village Garage (A164004 541000). The contract will be for a term of one year beginning March 1, 2026 and ending February 28, 2027, with an option for two one-year extensions if mutually accepted.

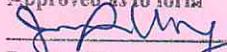
Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 18, 2025. Bid documents will be available from December 22, 2025 through January 9, 2026. Bids will have a returnable date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.

Encl.

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village Garage needs to purchase new tires for Village vehicles; and

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

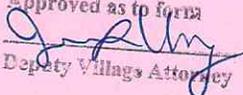
**WHEREAS**, it is estimated that this contract will be approximately \$45,000.00; and

**WHEREAS**, the contract will be for a term of one (1) year beginning March 1, 2026 and ending February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to publish a Notice to Bidders for the "2026 Supply of Car Tires" in the Freeport Herald and other relevant publications of general circulation on December 18, 2025, with bid documents available from December 22, 2025 through January 9, 2026, with a return date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

## NOTICE TO BIDDERS

### 2026 SUPPLY OF CAR TIRES

FOR

### THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

### 2026 SUPPLY OF CAR TIRES

until 11:00 A.M. on **January 13, 2026**, 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 Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. on December 22, 2025 until 4:00 P.M. January 9, 2026**. There is no charge for the bid documents.

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

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

Taylor D'Orta  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – December 18, 2025  
Freeport Herald

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

---

To: Mayor Robert T. Kennedy

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

Date: December 3, 2025

---

**RE: 2026 ANNUAL FENCE CONTRACT**

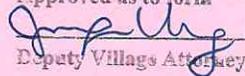
Our Annual Fence Contract expires on February 28, 2026. Therefore, it is necessary to bid this requirements contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This contract provides contractual unit prices for the removal, replacement, installation and repair of fencing. The current contract has an approximate annual cost of \$60,000.00. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2026 and ending February 28, 2027, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 18, 2025. Bid documents will be available from December 22, 2025 through January 9, 2026. Bids will have a returnable date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.

Approved as to form  
  
Deputy Village Attorney

Encl.

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

**WHEREAS**, the Village's Annual Fence Contract expires on February 28, 2026; and

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

**WHEREAS**, this program provides the contractual prices for the removal, replacement, installation, and repair of fencing and the current contract; and

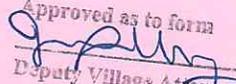
**WHEREAS**, the contract will be for a term of one (1) year beginning March 1, 2026 and ending February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to publish a Notice to Bidders, for the "2026 Annual Fence Contract" in the Freeport Herald and other relevant publications of general circulation on December 18, 2025, with bid documents available from December 22, 2025 through January 9, 2026, with a return date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

# NOTICE TO BIDDERS

## 2026 ANNUAL FENCE CONTRACT

FOR

### THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

#### “2026 ANNUAL FENCE CONTRACT”

until 11:00 A.M. on **January 13, 2026**, 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 Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. on December 22, 2025 until 4:00 P.M. January 9, 2026**. There is no charge for the bid documents.

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

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

Taylor D’Orta  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – December 18, 2025  
Freeport Herald

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

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To: Mayor Robert T. Kennedy

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

Date: December 3, 2025

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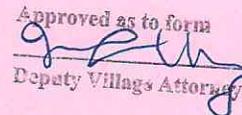
**RE: 2026 SECURITY SYSTEM CONTRACT**

Contract and Specifications for the referenced requirements contract will be completed shortly and we would like to proceed with advertising the contract for bids. This contract provides contractual unit prices for the repair and maintenance of the Village's security systems. These systems include access and control systems, alarm systems, and video security systems for various Departments within the Village. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. We do not expect the annual cost of this work to exceed \$70,000.00. The contract will be for a term of beginning March 1, 2026 and ending February 28, 2027 with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 18, 2025. Bid documents will be available from December 22, 2025 through January 9, 2026. Bids will have a returnable date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Department of Public Works requires advertising for bids for its 2026 Security System Contract; and

**WHEREAS**, this contract provides unit prices for the repair and maintenance of the Village's security systems and these systems include access and control systems, alarm systems, and video security systems for various Departments within the Village; and

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

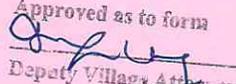
**WHEREAS**, the contract will be for a term of one year beginning March 1, 2026, and ending February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, funding for this work will come from various Village accounts and the expected annual cost of this work is not to exceed \$70,000.00; and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of Freeport Superintendent of Public Works, the Village Clerk is hereby authorized to publish a Notice to Bidders for the "2026 Security System Contract" in the Freeport Herald Leader and other relevant publications of general circulation on December 18, 2025, with bid documents available from December 22, 2025 through January 9, 2026, with a return date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**NOTICE TO BIDDERS**

**2026 SECURITY SYSTEM CONTRACT**

**FOR**

**THE INCORPORATED VILLAGE OF FREEPORT  
NASSAU COUNTY, NEW YORK**

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

**2026 SECURITY SYSTEM CONTRACT**

until 11:00 A.M. on **Tuesday, January 13, 2026**, 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 Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. on December 22, 2025 until 4:00 P.M. January 9, 2026**. There is no charge for the bid documents.

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  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – December 18, 2025  
Freeport Herald

**INCORPORATED VILLAGE OF FREEPORT**  
**Inter-Department Correspondence**  
**Purchasing Department**

TO: Mayor Robert T. Kennedy

FROM: Taylor D'Orta, Buyer

DATE: December 5, 2025

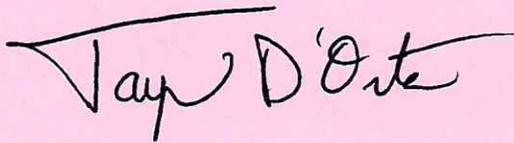
RE: Request to Advertise - 2026 Furnishing of Village Uniforms

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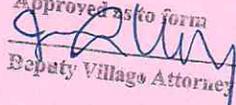
Specifications have been prepared for the purpose of bidding the 2026 Furnishing of Village Uniforms. The specifications include uniform T-shirts, sweatshirts, hats, and jackets to be supplied to the Department of Public Works, (including Highway, Grounds, Garage, Engineering, Water, Sewer, Parking Meters, Refuse, Traffic Control, and Village Hall Maintenance), Recreation Center, Electric Utility, Emergency Management, Building Department, and Police Department as needed.

Contract terms will begin on March 1, 2026 through February 28, 2027 with an option in favor of the Village to extend for two additional one-year terms. In general, the Village spends between \$35,000 and \$45,000 per year under the current contract to supply uniforms to the aforementioned departments. All items ordered will be charged to the uniform or safety gear budget line of the requesting department (520600, 541400).

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 18, 2025. Specifications will be available from December 29, 2025 through January 16, 2026. The bids will have a returnable date of January 20, 2026 when they will be opened at 11:00 a.m. and publicly read aloud in the main conference room.



Taylor D'Orta  
Buyer

Approved as to form  
  
Deputy Village Attorney

Cc. H. Colton, Village Attorney  
P. Walsh Boening, Village Clerk  
J. Muir, Mayor's Office

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

**WHEREAS**, the Village of Freeport requires the purchase of uniforms and safety gear, including shirts, hats, jeans, jackets, safety vests, etc., for employees in various departments; and

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

**WHEREAS**, the contract terms will begin on March 1, 2026 through February 28, 2027, with an option in favor of the Village to extend for two (2) additional one-year terms; and

**WHEREAS**, in general, the Village spends between \$35,000 and \$45,000 per year under the current contract to supply uniforms to the aforementioned departments; and

**WHEREAS**, all items ordered will be charged to the uniform or safety gear budget line of the requesting department (520600, 541400); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Buyer, the Village Clerk is hereby authorized to publish a Notice to Bidders for the "2026 Furnishing of Village Uniforms" in the Freeport Herald and other relevant publications of general circulation on December 18, 2025, and specifications will be available from December 29, 2025 through January 16, 2026, with a return date of January 20, 2026.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**NOTICE TO BIDDERS**

**2026 FURNISHING OF VILLAGE UNIFORMS**

**FOR**

**THE INCORPORATED VILLAGE OF FREEPORT  
NASSAU COUNTY, NEW YORK**

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

**"2026 Furnishing of Village Uniforms"**

until 11:00 A.M. on **Tuesday, January 20, 2026** 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 Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or on our website at [www.freeportny.gov](http://www.freeportny.gov) from **9:00 A.M. on Monday, December 29, 2025 until 4:00 P.M. Friday, January 16, 2026**. There is no charge for the bid documents.

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

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

Taylor D'Orta  
Buyer  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – December 18, 2025

**INCORPORATED VILLAGE OF FREEPORT**  
**Inter-Department Correspondence**  
**Purchasing Department**

DATE: December 05, 2025  
TO: Mayor Robert T. Kennedy  
FROM: Taylor D'Orta; Buyer  
RE: Request to Extend Contract:

**2025 MAINTENANCE OF VARIOUS OFFICE EQUIPMENT**

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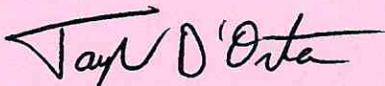
On February 24, 2025 the Mayor and Board of Trustees awarded the above referenced contract to J & B Business Copiers, 483 Lake Ave. South, Nesconset, NY 11767 for a total amount of \$17,500.00 for a term from March 1, 2025 through February 28, 2026.

Over the past year J & B Business Copiers has proven themselves to be a responsible, reliable vendor and has provided service for all (44) machines as well as providing the village, free of charge: two (2) color copiers per year, one (1) tabletop black and white copier per year, and one (1) tabletop loaner copier on-site at all times to be used as a backup as necessary;

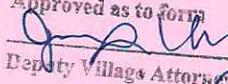
At this I would like request the first extension for the 2025 Maintenance of Various Office Equipment contract beginning on March 1, 2026 and ending on February 28, 2027 with no additional increase in unit pricing to:

J & B Business Copiers  
483 Lake Ave. South  
Nesconset, New York 11767

Funding for this contract will be charged to the Purchasing Department's service contract and repairs account (A134504 542800) for all municipal use machines; the Electric and Water Department will pay for their machines from their appropriate budget lines.



Taylor D'Orta  
Purchasing Dept.

Approved as to form  
  
Deputy Village Attorney

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

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

**WHEREAS**, on February 24, 2025, the Board awarded the contract for the Maintenance of Various Office Equipment to J & B Business Copiers; 483 Lake Ave South, Nesconset, NY 11767, for a not to exceed amount of \$17,500.00, for a term of one (1) year beginning March 1, 2025 and ending February 28, 2026, with the option for two (2), one-year extensions, if mutually accepted; and

**WHEREAS**, the Village Buyer is requesting Board approval for the first one-year extension of the Contract with J & B Business Copiers; 483 Lake Ave South, Nesconset, NY 11767, for a not to exceed amount of \$17,500.0, with no additional increase in unit pricing, for a term from March 1, 2026 to February 28, 2027; and

**WHEREAS**, the Village Buyer has requested an extension of the Contract with the Contractor and the Contractor has agreed to this extension; and

**WHEREAS**, the majority of funding for this contract will be charged to the Purchasing Department's service contract and repairs account A134504 542800 for all municipal use machines; the Electric and Water Department will pay for their machines from their appropriate budget lines; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Buyer, the Board approves, and the Mayor is hereby authorized to sign any documents necessary to effectuate the first one-year extension for the Maintenance of Various Office Equipment with J & B Business Copiers; 483 Lake Ave South, Nesconset, NY 11767, for a not to exceed amount of \$17,500.00, for a term from March 1, 2026 to February 28, 2027.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	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: Taylor D’Orta, Buyer February 25, 2025  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 24, 2025:

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

**WHEREAS**, the Incorporated Village of Freeport has need for the Maintenance of Various Office Equipment for all of the forty-four (44) various machines used throughout the Village; and

**WHEREAS**, the Village Buyer is requesting Board approval to enter into a contract with J & B Business Copiers; 483 Lake Ave South, Nesconset, NY 11767, for a not to exceed amount of \$17,500.00; and

**WHEREAS**, this contract will include all maintenance, labor and materials to service all forty-four (44) machines as well as providing the Village, free of charge: two (2) color copiers per year, one (1) tabletop black and white copier per year, and one (1) tabletop loaner copier on-site at all times to be used as a backup as necessary; and

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

**WHEREAS**, the majority of funding for this contract will be charged to the Purchasing Department’s service contract and repairs account A134504 542800 for all municipal use machines; the Electric and Water Department will pay for their machines from their appropriate budget lines; and there are sufficient funds available to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Buyer, the Board approves and the Mayor be and hereby is authorized to sign any documents necessary to enter into a contract for the Maintenance of Various Office Equipment with J & B Business Copiers; 483 Lake Ave South, Nesconset, NY 11767, for a not to exceed amount of \$17,500.00, for a term of one (1) year beginning March 1, 2025 and ending February 28, 2026, with the option for two (2), one-year extensions, if mutually accepted.

The Clerk polled the Board as follows:

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

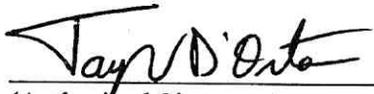
**INC. VILLAGE OF FREEPORT  
REQUEST TO EXTEND  
2025 MAINTENANCE OF VARIOUS OFFICE EQUIPMENT CONTRACT**

**DATE:** November 24, 2025  
**TO:** J & B Business Copiers  
**ADDRESS:** 483 Lake Ave South, Nesconset, NY 11767

This agreement serves to extend the existing contract for the **2025 Maintenance of Various Office Equipment Contract**, beginning March 1, 2026 through February 28, 2027 with no increase to current contract pricing. This extension will be for a period of one year, as indicated in the contract terms. All terms and conditions of the original contract shall remain in effect for the entire length of this contract extension.

You are hereby requested to execute and return this Notice of Extension by email to, [Tdorta@freeportny.gov](mailto:Tdorta@freeportny.gov) ; this will be the first extension offered on this contract as indicated in the original contract terms.

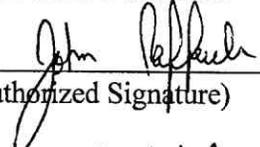
**INCORPORATED VILLAGE OF FREEPORT**

By:   
(Authorized Signature)

Buyer  
(Title)

**ACCEPTANCE OF EXTENSION:**

**J & B BUSINESS COPIERS**

By:   
(Authorized Signature)

owner  
(Title)

12/5/05  
(Date)

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

TO: Robert T. Kennedy, Mayor  
FROM: Howard E. Colton, Village Attorney  
DATE: December 11, 2025  
RE: Lease agreement BMW of Freeport

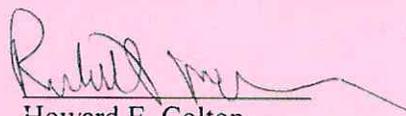
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Our office is requesting that the Village Board retroactively approve the attached agreement to lease space at the property located at 223 East Sunrise Highway, Freeport, New York. BMW of Freeport who's place of business is 291 West Sunrise Highway, Freeport, NY. This agreement is retroactive to November 21, 2025

The lessee will pay the Village of Freeport \$4,462.50 per month for 7650 square foot of land to be used for storage of towed vehicles.

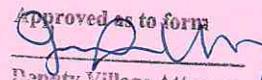
The Lessee shall pay an additional \$7.00 per square foot for any space used over 7650 square feet.

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village Attorney is requesting that the Village Board retroactively approve the agreement to lease space at the property located at 223 East Sunrise Highway, Freeport, New York; and

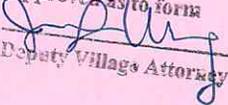
**WHEREAS**, BMW of Freeport (Tenant/Lessee), place of business at 291 West Sunrise Highway, Freeport, NY, will pay the Village of Freeport \$4,462.50 per month for 7,650 square feet of the premises located at 233 East Sunrise Highway to be used for storage of vehicles; and

**WHEREAS**, the Lessee shall pay an additional \$7.00 per square foot for any space used over 7,650 square feet; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Attorney, the Board approves, and the Mayor is hereby authorized to execute a lease agreement with BMW of Freeport (Tenant/Lessee), place of business at 291 West Sunrise Highway, Freeport, NY 11520, on a month-to-month rent for the cost of \$4,462.50 per month for 7,650 square feet of the premises located at 233 East Sunrise Highway, Freeport, New York, retroactive to November 21, 2025.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

## LEASE AGREEMENT

This Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord, Village of Freeport shall be referred to as "OWNER" and Tenant(s) BMW OF FREEPORT located at 291 West Sunrise Highway Freeport., shall be referred to as "OCCUPANT."

As consideration for this agreement, OWNER agrees to rent/lease to OCCUPANT and OCCUPANT agrees to rent/lease from OWNER for use solely as a storage of vehicles 7,650 square feet of the premises located at 223 East Sunrise Highway in the Village of Freeport, NY 11520. The part of the lot that is being rented by the OCCUPANT shall be determined by the Freeport Superintendent of Public Works

1. **TERMS:** OCCUPANT agrees to pay in advance \$4,462.50 per month on the 1<sup>st</sup> day of each month. Should the OCCUPANT exceed the 7650 square foot allotted, without the OWNERS permission the OCCUPANT shall pay \$,7 per square foot of additional space used. Lease is a Month to Month tenancy.

2. **LATE CHARGE:** A late fee of \$50 shall be added and due for any payment of rent made after the 5<sup>th</sup> of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$50.

3. **UTILITIES:** OCCUPANT agrees to pay all utilities and/or services based upon occupancy of the premises.

4. **NOISE:** OCCUPANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of the residents of the Village of Freeport. Said noise and/or activity shall be a breach of this agreement.

5. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that OCCUPANT'S use is seriously impaired, OWNER or OCCUPANT may terminate this Agreement immediately upon three day written notice to the other.

6. **CONDITION OF PREMISES:** OCCUPANT acknowledges that he has examined the premises and all other items provided by OWNER. Everything is in good satisfactory condition except as may be indicated elsewhere in this Agreement.

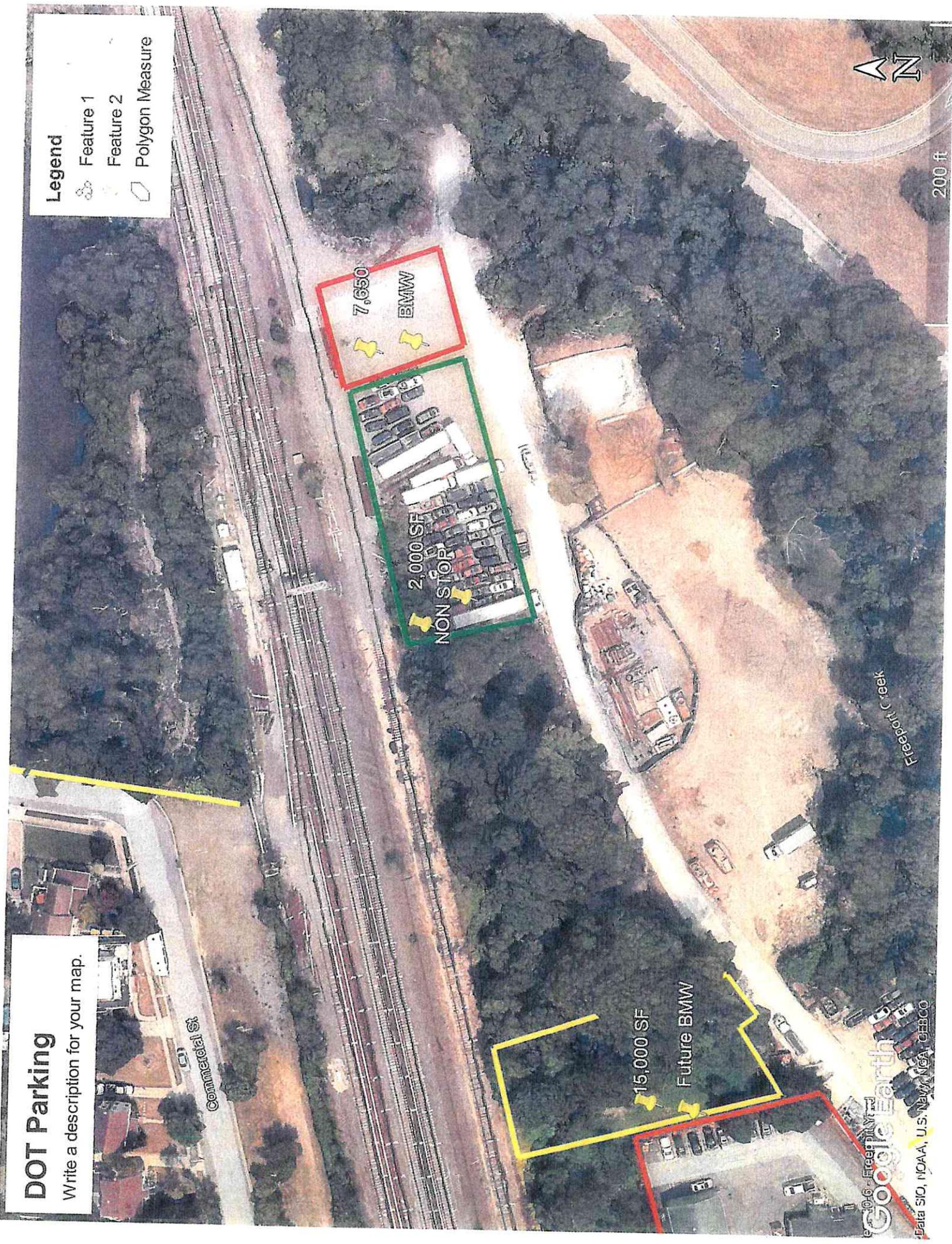
OCCUPANT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by OCCUPANT, his guests and/or invitees, except as provided by law.

# DOT Parking

Write a description for your map.

## Legend

- Feature 1
- Feature 2
- Polygon Measure



200 ft

Freight Creek

# VILLAGE OF FREEPORT

## INTER-OFFICE CORRESPONDENCE

To: Mayor Robert Kennedy

Date: 11/24/25

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

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Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Construction of park improvements at North East Park" and associated capital H719702 522150 2024 Northeast Park Improvements. The NY State Comptroller mandates that the Village Board give authorization to close out Capital Projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund operating account A200 120000.

### Debt History of Project:

Authorized: 2/26/24  
Amount Authorized: \$315,000  
Initial Financing: 2024 Series B BAN 4/25/24

Principal payment made \$315,000 on 4/25/25

BAN is paid in full

### Grant Reimbursements:

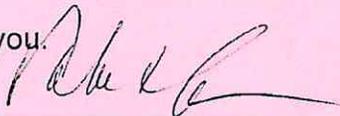
FCDA Grant	\$ 212,445.19	6/14/24
FCDA Grant	<u>101,663.61</u>	1/15/25
Total Grants received	\$314,108.80	

Amount of Grants used for principal payments \$314,108.80

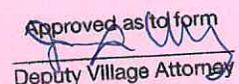
Remaining in project	0.00
Remaining in project from Grant Funds	0.00
Interest Earned as of 10/31/25	<u>10,531.88</u>
Total cash remaining	
To be transferred to General Fund operating	<b>\$10,531.88</b>

Please see the attached copy of the capital project expenditures for this project.

Thank you.



Valerie Montes  
Deputy Treasurer

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, authorization is requested to close out the Bond resolution titled "Construction of park improvements at North East Park" and associated capital H719702 522150 2024 Northeast Park Improvements; and

**WHEREAS**, the Debt History of Project is as follows:

Authorized: 2/26/24  
Amount Authorized: \$315,000  
Initial Financing: 2024 Series B BAN 4/25/24

Principal payment made \$315,000 on 4/25/25

BAN is paid in full

**Grant Reimbursements:**

FCDA Grant	\$212,445.19	6/14/24
FCDA Grant	<u>101,663.61</u>	1/15/25
Total Grants received	\$314,108.80	

Amount of Grants used for principal payments \$314,108.80

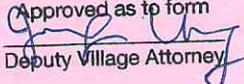
Remaining in project	0.00
Remaining in project from Grant Funds	0.00
Interest Earned as of 10/31/25	<u>10,531.88</u>
Total cash remaining	
To be transferred to General Fund operating	<b>\$10,531.88</b>

**WHEREAS**, the NYLFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

**WHEREAS**, the remaining cash available will be transferred the General Fund reserve for Debt Service account A200 120000; and

**NOW THEREFORE BE IT RESOLVED**, that the Board hereby authorizes the closing of the above-referenced bond authorization and associated Capital Project and the remaining debt proceeds and interest, a sum of Ten Thousand, Five Hundred, Thirty-One Dollars and Eighty-Eight Cents (\$10,531.88) be moved to the General Fund reserve for Debt Service account A200 120000.

The Clerk polled the Board as follows:

Approved as to form  
  
Deputy Village Attorney

Deputy Mayor Martinez  
Trustee Squeri  
Trustee Sanchez  
Trustee Butler  
Mayor Kennedy

VOTING  
VOTING  
VOTING  
VOTING  
VOTING



# VILLAGE OF FREEPORT

## INTER-OFFICE CORRESPONDENCE

To: Mayor Robert Kennedy

Date: 11/26/25

From: Valerie Montes, Deputy Village Treasurer

Tel: 516 377-2224

Re: Request Authorization to Close Capital Project

---

Authorization is requested from the Mayor and Board of Trustees to close out the Bond resolution titled "Construction of various road improvements" and associated capital H519702 522120 2022 Various Roads. The NY State Comptroller mandates that the Village Board give authorization to close out Capital Projects, and move excess BOND proceeds and earned interest to a Debt Service Reserve to pay down debt, if there is debt outstanding. Upon Board resolution, the remaining cash available will be transferred to the General Fund reserve for Debt Service account A200 120171.

### Debt History of Project:

Authorized: 3/28/22 amended on 10/3/22  
Amount Authorized: \$1,200,000  
Initial Financing: BAN #1  
2022 Series E BAN on 11/15/22 \$750,000  
  
Principal payment made \$616,330 on 11/15/23  
  
Balance of \$133,670 rolled to 2023 Series E BAN 11/14/23  
  
Principal payment made \$13,670 in 11/13/24  
  
Balance of \$120,000 rolled to 2024 Series E BAN on 11/13/24  
  
Principal payment made \$12,000 on 11/13/25  
  
Balance of \$108,000 rolled to 2025 Series F BAN 11/15/25  
  
Initial Financing: BAN #2  
2023 Series A BAN on 2/23/23 \$450,000  
  
Principal payment made \$60,000 on 4/26/24  
  
Balance of \$390,000 rolled to 20224 Series B BAN 4/26/24  
  
Principal payment made \$25,000 on 4/25/25  
  
Balance of \$365,000 rolled to 2025 Series C BAN on 4/25/25

**Grant Reimbursements:**

DASNY	616,331.08	10/16/23
NYS CHIPS	60,710.32	12/12/23
NYS CHIPS	<u>12,000.00</u>	6/25/25
Total Grants received	\$ 689,041.40	

Amount of Grants used for principal payments \$ 689,041.40

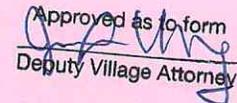
Remaining in Project from Debt Proceeds	3.95
Interest Earned as of 10/31/25	<u>59,031.31</u>
Total cash remaining	
To be transferred to reserve for Debt Service	<b>\$59,097.26</b>

Please see the attached copy of the capital project expenditures for this project.

Thank you.



\_\_\_\_\_  
Valerie Montes  
Deputy Treasurer

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, authorization is requested to close out the Bond resolution titled “Construction of various road improvements” and associated capital H519702 522120 2022 Various Roads; and

**WHEREAS**, the Debt History of Project is as follows:

Authorized:	3/28/22 amended on 10/3/22
Amount Authorized:	\$1,200,000
Initial Financing:	BAN #1
	2022 Series E BAN on 11/15/22 \$750,000
	Principal payment made \$616,330 on 11/15/23
	Balance of \$133,670 rolled to 2023 Series E BAN 11/14/23
	Principal payment made \$13,670 in 11/13/24
	Balance of \$120,000 rolled to 2024 Series E BAN on 11/13/24
	Principal payment made \$12,000 on 11/13/25
	Balance of \$108,000 rolled to 2025 Series F BAN 11/15/25
Initial Financing:	BAN #2
	2023 Series A BAN on 2/23/23 \$450,000
	Principal payment made \$60,000 on 4/26/24
	Balance of \$390,000 rolled to 20224 Series B BAN 4/26/24
	Principal payment made \$25,000 on 4/25/25
	Balance of \$365,000 rolled to 2025 Series C BAN on 4/25/25

**Grant Reimbursements:**

DASNY	616,331.08	10/16/23
NYS CHIPS	60,710.32	12/12/23
NYS CHIPS	12,000.00	6/25/25
Total Grants received	\$ 689,041.40	
Amount of Grants used for principal payments	\$ 689,041.40	
Remaining in Project from Debt Proceeds	3.95	

Interest Earned as of 10/31/25	59,031.31
Total cash remaining	
To be transferred to reserve for Debt Service	<b>\$59,097.26</b>

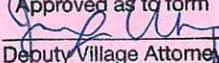
**WHEREAS**, the NYLFN §165.00 and the New York State Comptroller mandates that the Village Board give authorization to close out a bond authorization and reserve any excess BOND proceeds and earned interest to pay down current debt, if due, or transfer to a Debt Service Reserve to pay down future debt; and

**WHEREAS**, the remaining cash available will be transferred the General Fund reserve for Debt Service account A200 120171; and

**NOW THEREFORE BE IT RESOLVED**, that the Board hereby authorizes the closing of the above-referenced bond authorization and associated Capital Project and the remaining debt proceeds and interest, a sum of Fifty-Nine Thousand, Ninety-Seven Dollars and Twenty-Six Cents (\$59,097.26) be moved to the General Fund reserve for Debt Service account A200 120171.

The Clerk polled the Board as follows:

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

Approved as to form  
  
 Deputy Village Attorney

	3/28/2022	Authorized AMENDED	3/28/2022	750,000.00		
	INV#	PO#	10/3/2022	450,000.00		
			PAID			
<b>H519702 522120 2022 VARIOUS ROADS (ROAD RESURFACING)</b>						
AMERICAN PAVING & MASONRY CO	23-0149	20235584	2/27/2023	50,350.00	BAN 2022 SERIES E 11/15/22	750,000.00 #1
AMERICAN PAVING & MASONRY CO	23-0150	20240278	3/27/2023	104,344.20	BAN 2023 SERIES A 2/23/23	450,000.00 #2
CAMPBELL FOUNDRY	1053086	20231032	5/15/2023	2,940.00		
AMERICAN PAVING & MASONRY CO	3 4/26/2023	20241398	6/19/2023	216,763.40		
AMERICAN PAVING & MASONRY CO	4	20241545	7/3/2023	223,174.36		
AMERICAN PAVING & MASONRY CO	23-0770	20242516	8/14/2023	82,409.42	TOTAL BAN'S	1,200,000.00
STASI GENERAL CONTRACTING LLC	2	20251346	5/20/2024	422,982.63	Interest Earned	60,302.87
NICOLINO CONSTRUCTION	9810	20251757	7/1/2024	29,893.00	Arbitrage paid from interest 6/24/25	(1,209.56)
NICOLINO CONSTRUCTION	9812	20251796	7/1/2024	26,347.00	CLASS ACCT# 0378	
PINKS & WHITE, ESQS.	ESCROW 2024	20252476	8/12/2024	17,244.50	H200 124298	
SENTRY ELECTRIC CORP	33154	20252478	12/2/2024	3,694.00	AS OF 10/31/25	
STASI GENERAL CONTRACTING LLC	6	255144	4/7/2025-2/28-C	12,000.00	TOTAL INTEREST	59,093.31
<b>BONDING COSTS</b>						
HAWKINS DELAFIELD & WOOD LLP	1430765	20234999	1/9/2023	686.18	DASNY CK#700016 10/16/23	Portion of ck# \$2,000,000 616,331.08
LIBERTY CAPITAL SERVICES	719	20234960	1/9/2023	1,104.21	CHIPS WT 12/12/23	Portion of American Paving PO 60,710.32
HAWKINS DELAFIELD & WOOD	1433926	20236339	4/17/2023	988.20	CHIPS WT 6/25/25	Portion of Stasi Gen Cont#6 12,000.00
LIBERTY CAPITAL SERVICES	737	20236358	4/17/2023	3,043.48		
HAWKINS DELAFIELD & WOOD LLP	1435482(2)	20241166	6/5/2023	264.72	Total Project Revenues	1,948,134.71
LIBERTY CAPITAL SERVICES	747	20241143	6/5/2023	452.14	Less-Project Expenditures	(1,199,996.05)
LIBERTY CAPITAL SERVICES	778	20244614	1/8/2024	269.01	Less- Interest	(59,093.31)
HAWKINS DELAFIELD & WOOD LLP		20251686	7/1/2024	116.78	Less-Reimbursements	(689,041.40)
LIBERTY CAPITAL SERVICES	810	20251686	7/1/2024	407.59	Remaining In Project	3.95
HAWKINS DELAFIELD & WOOD LLP	1446687	20254001	11/4/2024	317.82	Remaining In Authorization	0.00
LIBERTY CAPITAL SERVICES	830	20254828	12/30/2024	203.39	GRANT REIMBURSEMENTS	689,041.40
					USED FOR PRINC PMT 11/15/23	(616,330.00)
					REMAINING GRANT REIMBURSEMENTS	72,711.40
					PRINCIPAL PMT 4/25/2024	(60,000.00)
					REMAINING GRANT FUNDS	12,711.40
					USED FOR PRINC PMT 11/14/24	(711.40)
						12,000.00
					PRINCIPAL PMT 11/13/2025	(12,000.00)
					REMAINING GRANT FUNDS	(0.00)
					TOTAL CASH IN BANK	59,097.26
					<b>#1</b>	
					BAN 2022 SERIES E 11/15/22	750,000.00
					PRINCIPAL PMT 11/15/23	(616,330.00)
					ROLLED TO:	
					BAN 2023 SERIES E 11/14/23	133,670.00
					PRINCIPAL PMT 11/13/24	(13,670.00)
					ROLLED TO:	
					BAN 2024 SERIES E 11/13/24	120,000.00
					PRINCIPAL PMT 11/13/25	(12,000.00)
					ROLLED TO:	
					BAN 2025 SERIES F 11/12/25	108,000.00
					<b>#2</b>	
					BAN 2023 SERIES A 2/23/23	450,000.00
					ROLLED TO:	
					BAN 2023 SERIES C 4/26/23	450,000.00
					PRINCIPAL PMT 4/25/24	(60,000.00)
					ROLLED TO:	
					2024 SERIES B 4/26/24	390,000.00 DUE 4/26/25
					PRINCIPAL PMT 4/25/25	(25,000.00)
					ROLLED TO:	
					2025 SERIES C 4/25/25	365,000.00 DUE 4/24/26

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

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To: Mayor Robert Kennedy

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

Date: December 4, 2025

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**Re: 2026 FURNISHING OF LIQUID CAUSTIC SODA**

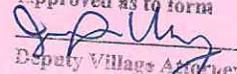
Our current contract will be expiring on February 28, 2026 and therefore it is necessary to bid this purchase contract for the upcoming year. Contract specifications have been completed and therefore, it is requested that we be authorized to advertise for bids. This contract provides unit cost for the purchase of liquid caustic soda. The Water Department uses liquid caustic soda to treat the water prior to being pumped into the distribution system. Water Plant Operators introduce caustic soda into the water system to raise the pH. levels from an acidic state of 5.4 to a neutral or alkaline state of 7.5 to 7.9. This is done to comply with a Nassau County Department of Health requirement for corrosion control purposes. The estimated cost of this purchase contract is \$310,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541110). The contract will be for a one year term beginning March 1, 2026, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 18, 2025. Bid documents will be available from December 22, 2025 through January 9, 2026. Bids will have a returnable date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Water Department uses various products to treat the water prior to being pumped into the distribution system – one such product being the liquid caustic soda; and

**WHEREAS**, liquid caustic soda is used by water plant operators to raise P.H. levels from an acidic state of 5.4 to a neutral or alkaline state of 7.5 to 7.9 in order to comply with the Nassau County Department of Health requirement for corrosion control purposes; and

**WHEREAS**, the current contract will be expiring on February 28, 2026 and therefore it is necessary to bid this purchase contract for the upcoming year; and

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

**WHEREAS**, the contract will be for a term beginning March 1, 2026 and ending February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

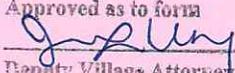
**WHEREAS**, the estimated cost of this purchase contract is \$310,000.00; and

**WHEREAS**, funding for this is included in the Water Department Operating Budget (WE96004 541110); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to advertise a Notice to Bidders for the "2026 Furnishing of Liquid Caustic Soda" in the Freeport Herald and other related publications on December 18, 2025, with bid documents available from December 22, 2025 through January 9, 2026, with a return date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

# NOTICE TO BIDDERS

## 2026 FURNISHING OF LIQUID CAUSTIC SODA

FOR

### THE INCORPORATED VILLAGE OF FREEPORT WATER DEPARTMENT NASSAU COUNTY, NEW YORK

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

## 2026 FURNISHING OF LIQUID CAUSTIC SODA

until 11:00 A.M. on **January 13, 2026**, 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 Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. on December 22, 2025 until 4:00 P.M. January 9, 2026**. There is no charge for the bid documents.

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

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

Taylor D'Orta  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – December 18, 2025  
Freeport Herald

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

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To: Mayor Robert T. Kennedy

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

Date: December 4, 2025

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**Re: 2026 FURNISHING OF LIQUID SODIUM HYPOCHLORITE**

The Water Department uses various products to treat the water prior to being pumped into the distribution system. One product is liquid Sodium Hypochlorite. Water Plant Operators introduce liquid Sodium Hypochlorite into the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement. The estimated cost of this purchase contract is \$125,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541210). The contract will be for a term of one year beginning March 1, 2026, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 18, 2025. Bid documents will be available from December 22, 2025 through January 9, 2026. Bids will have a returnable date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

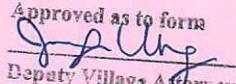


Robert R. Fisenne, P.E.

Encl.

c.

J. Muir, Secretary to the Mayor  
P. Boening, Village Clerk  
T. D'Orta, Purchasing Agent  
M. Quinton, Supervisor of Water Plant Operations

Approved as to form  
  
Deputy Village Attorney

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

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

**WHEREAS**, one product is liquid Sodium Hypochlorite; the Water Plant Operators introduce liquid Sodium Hypochlorite into the water system as a disinfectant and to comply with the Nassau County Department of Health requirement; and

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

**WHEREAS**, the Water Department is requesting Board permission to advertise a Notice to Bidders for the 2026 Furnishing of Liquid Sodium Hypochlorite; and

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

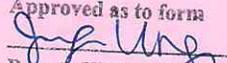
**WHEREAS**, the estimated cost of the contract is \$125,000.00; and

**WHEREAS**, funding for this is included in the Water Department Operating Budget (WE96004 541210); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to publish a Notice to Bidders for the "2026 Furnishing of Liquid Sodium Hypochlorite" in the Freeport Herald and other relevant publications of general circulation on December 18, 2025, with bid documents available from December 22, 2025 through January 9, 2026, with a return date of January 13, 2026.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

# NOTICE TO BIDDERS

## 2026 FURNISHING OF LIQUID SODIUM HYPOCHLORITE

FOR

### THE INCORPORATED VILLAGE OF FREEPORT WATER DEPARTMENT NASSAU COUNTY, NEW YORK

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

## 2026 FURNISHING OF LIQUID SODIUM HYPOCHLORITE

until 11:00 A.M. on January 13, 2026, 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 Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. on December 22, 2025 until 4:00 P.M. January 9, 2026**. There is no charge for the bid documents.

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

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

Taylor D'Orta  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – December 18, 2025  
Freeport Herald

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

---

To: Mayor Robert T. Kennedy

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

Date: December 4, 2025

---

**Re: 2026 FURNISHING OF SODIUM HEXAMETAPHOSPHATE**

The Water Department uses various products to treat the water prior to being pumped into the distribution system. One product is Sodium Hexametaphosphate, commonly known as Calgon. Water Plant Operators introduce Sodium Hexametaphosphate to sequester iron in the system. The estimated cost of this purchase contract is \$110,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541310). The contract will be for a term of one year beginning March 1, 2026, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on December 18, 2025. Bid documents will be available from December 22, 2025 through January 9, 2026. Bids will have a returnable date of January 13, 2026, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



---

Robert R. Fisenne, P.E.

Approved as to form  
  
Deputy Village Attorney

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

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

**WHEREAS**, one product is Sodium Hexametaphosphate, commonly known as Calgon; the Water Plant Operators introduce Sodium Hexametaphosphate to sequester iron in the system; and

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

**WHEREAS**, the Water Department is requesting Board permission to advertise a Notice to Bidders for the 2026 Furnishing of Sodium Hexametaphosphate; and

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

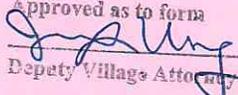
**WHEREAS**, the estimated cost of this purchase contract is \$110,000.00; and

**WHEREAS**, funding is included in the Water Department Operating Budget (WE96004 541310); and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Superintendent of Public Works, the Village Clerk is hereby authorized to publish a Notice to Bidders for the "2026 Furnishing of Sodium Hexametaphosphate" in the Freeport Herald and other relevant publications of general circulation on December 18, 2025, with bid documents available from December 22, 2025 through January 9, 2026, with a return date of January 13, 2026.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

**NOTICE TO BIDDERS**

**2026 FURNISHING OF SODIUM HEXAMETAPHOSPHATE**

**FOR**

**THE INCORPORATED VILLAGE OF FREEPORT  
WATER DEPARTMENT  
NASSAU COUNTY, NEW YORK**

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

**2026 FURNISHING OF SODIUM HEXAMETAPHOSPHATE**

until 11:00 A.M. on **January 13, 2026**, 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 Office of the Purchasing Agent, Municipal Building, 1<sup>st</sup> Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from **9:00 A.M. on December 22, 2025 until 4:00 P.M. January 9, 2026**. There is no charge for the bid documents.

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

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

Taylor D'Orta  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – December 18, 2025  
Freeport Herald

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

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To: Mayor Robert T. Kennedy

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

Date: November 17, 2025

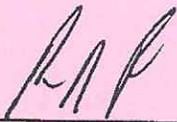
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**Re: FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS, REPAIR FITTINGS & INCIDENTALS – 2024 (CONTRACT #2)**

At the Village Board of Trustees meeting on February 26, 2024, the referenced requirements contract was awarded to T. Mina Supply Inc., 17 Expressway Drive North, Medford, NY 11763. The Contract was set up as a one-year contract expiring on February 28, 2025, with two optional one-year extensions at no increase in the contract price. At the Village Board of Trustees meeting on November 18, 2024, the contract was extended for the first one-year extension term, from March 1, 2025 until February 28, 2026. Funding is included in the Water Department Operating Budget (WE97004 547710).

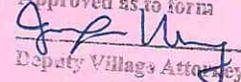
The Department of Public Works has requested the second and final extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract “**FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS, REPAIR FITTINGS & INCIDENTALS – 2024 (CONTRACT #2)**” be extended for an additional year, from March 1, 2026 until February 28, 2027, to T. Mina Supply Inc., 17 Expressway Drive North, Medford, NY 11763, with no increase in the unit prices.



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

Approved as to form  
  
Deputy Village Attorney

Encl.

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

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

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

**WHEREAS**, on November 18, 2024, the Board awarded, the first one-year extension of the Contract for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024” (Contract #2) with T. Mina Supply, Inc., 17 Expressway Drive North, Medford, NY 11763, for a total cost of \$137,270.00 for a term from March 1, 2025 to February 28, 2026; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the second and final one-year extension of the Contract with T. Mina Supply, Inc, 17 Expressway Drive North, Medford, NY 11763, for a total cost of \$137,270.00, with no increase in the unit prices, for a term from March 1, 2026 to February 28, 2027; and

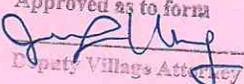
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approves, and the Mayor is hereby authorized to sign any paperwork necessary to effectuate the second and final one-year extension of the Contract for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024” (Contract #2) with T. Mina Supply, Inc., 17 Expressway Drive North, Medford, NY 11763, for a total cost of \$137,270.00 for a term from March 1, 2026 to February 28, 2027.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

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

CONTRACTOR: T. Mina Supply

DATE: October 8, 2025

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2026 to February 28, 2027		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: Michael Voyias DATE: 11/14/25

(CONTRACTOR) SALES MANAGER  
MICHAEL VOYIAS

ACCEPTED BY: [Signature] DATE: 11/17/25

(ENGINEER)

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

**DIRECTIVE**

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

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

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

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cc:

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works November 19, 2024  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 18, 2024:

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

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<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