

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

348 ROOSEVELT AVE	62	156	9, 746	44.94
374 LONG BEACH AVE	55	397	0242	188.38
708 S LONG BEACH AVE	62	156	25-26	112.66
46 WEBERFIELD AVE	55	208	0135	51.10
15 PIERREPONT ST	62	056	0009	94.80
33 FRANKEL AVE	54	197	0181	397.68
122 SAINT MARKS AVE	62	142	0008	73.09
58 HUBBARD AVE	62	105	0332	376.59
110 STIRLING AVE	54	337	114-116,137	113.89
149 PARK AVE	54	201	0512	287.94
435 PENNSYLVANIA AVE	36	323-01	0009	1,400.96
98 E 2ND ST	62	196	0044	467.70
9 GERALD AVE	54	325	6-7,62-63	337.81
165 MADISON AVE	54	204	633-635	252.85
195 CEDAR ST	62	139	0001	193.14
253 A WESTSIDE AVE	62	234	52-54	63.24
277 MOORE AVE	36	521	0030	884.47
284 PUTNAM AVE	55	151	0024	533.57
32 MILBURN CT	54	486	0001	415.99
65 STIRLING AVE	54	338	0513	420.91
80 BEDFORD AVE	55	376	1222-1223	134.04
51 ATLANTIC AVE	62	029	0032	58.32
234 SOUTH BROOKSIDE AVE	54	524	0050	199.91
4 WILLOWBROOK LN	36	520	0007	46.01
419 ARCHER ST	54	307	0241	195.76
419 MILLER AVE	62	172	0523	94.19
177 LEXINGTON AVE	54	085	0119	752.11
11 GRANT ST	62	101	694-696	97.88
516 NASSAU AVE	62	186	231-232	494.95
405 MILLER AVE	62	172	120-122	41.25
4 STERLING PL	55	496	100,198-199	132.97
644 LONG BEACH AVE	62	155	182-185	100.34
124 SPORTSMANS AVE	62	088	290	267.79
389 ROOSEVELT AVE	62	154	0359	756.42
621 NASSAU AVE	62	183	0393	764.42
258 S BROOKSIDE AVE	54	524	0046	646.84
258 S OCEAN AVE	62	117	0014	1,004.51
704 MILLER AVE	62	183	302-303	52.33
65 BEVERLY PKWY	54	489	0005	913.40

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894 S LONG BEACH AVE	62	156	557-562	1,569.03
189 CARMAN ST	62	170	0021	894.93
69 INDEPENDENCE AVE	55	364	696-697	613.60
463 LONG BEACH AVE	62	159	60-62	545.88
818 S OCEAN AVE	62	180	0428	597.59
475 ATLANTIC AVE	54	313	0127	589.59
547 SOUTHSIDE AVE	54	524	0104	689.93
291 GRAND AVE	55	239	0110	524.95
74 DELAWARE AVE	54	052	0274	681.93
786 S LONG BEACH AVE	62	156	33-34	901.70
32 EVANS AVE	55	394	410-411	896.78
365 NASSAU AVE	62	182	177-178,230-231	504.02
718 GUY LOMBARDO AVE	62	102	0813	103.26
78 PARK AVE.	54	086	0220	416.60
300 SAINT MARKS AVE	62	227	0021	56.47
180 DELAWARE AVE	36	521	0059	383.36
18 TANGLEWOOD LN	36	520	0012	1,138.10
213 JUANITA AVE	54	199	327-330	131.58
299 BEDELL ST	62	059	29-31	258.39
10 PARSON AVE	55	227	0360	628.37
381 MARYLAND AVE	36	K-02	0002	359.35
125 EAST DEAN ST	55	248	140-141	728.10
154 West End Avenue	54	319	119-120	208.53
129 CASINO ST	62	072	0537	126.03
137 JAY ST	55	258	0237	640.69
17 MAY CT	54	317	0181	54.00
25 JOHNSON PL	54	320	0133	457.84
37 EAST 2ND ST	62	196	0007	364.89
1 CHELSEA CT	55	M	0308	135.88
926 S Long Beach Ave	62	156	544-546	423.99
48 PEARSALL AVE	54	068	0018	111.26
91 BROOKSIDE AVE	54	B	0558	370.43
27 DELAWARE AVE	54	460	0004	135.43
146 CONNECTICUT AVE	55	387	660-661	110.19
533 ARCHER ST	54	300	0060	341.05
197 JUANITA AVE	54	199	321-322	147.13
100 IRVING AVE	54	336	0132	238.24
114 STEVENS ST	55	364	0030	115.12
153 WHALEY ST	62	134	0018	230.24

507 RAY ST	54	316	94-97	309.65
352 ST. MARKS AVE	62	227	0010	53.56
91 MADISON AVE	54	089	0017	114.50
118 ARCHER ST	62	076	0048	233.93
52 ATLANTIC AVE	62	058	0443	393.37
21 LAURETTE LN	62	204	0023	852.62
645 NASSAU AVE	62	186	0532	33.24
7 TYLER ST	62	105	0302	395.22
205 WHALEY ST	62	134	0412	1,399.73
353 MARYLAND AVE	36	K-02	3 &369	571.74
88 S BAYVIEW AVE	54	090	0106	289.17
173 ROSE ST	62	133	0006	295.94
116 N OCEAN AVE	55	265	0121	360.58
TOTAL AV Non-Exempt Refunds				\$36,434.83

3. ELECTRIC DEPARTMENT – Eric Rosmarin

- a) Request to advertise a request for proposal #26-1-ELEC-766 “Furnishing of Electrical Engineering Services to Freeport Electric” (current contract with David A. Yigdal) in the Freeport Herald and other publications of general circulation on January 1, 2026, with a return date of January 16, 2026.
- b) Request approval of the legal services agreement with Duncan, Weinberg, et al., 1667 K Street N.W., Suite 700, Washington, DC 20006, for legal services related to the New York Association of Public Power (NYAPP) and matters associated with the LM 6000, from March 1, 2026 through February 28, 2027, in the amount of \$100,000, with an increase of \$10 - \$15 per hour based on title.
- c) Request to extend the legal agreement with Duncan, Weinberg, et al., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, for legal services related to New York Public Service Commission (PSC) rate case matters, from March 1, 2026 through February 28, 2027, for the remaining \$54,166.06 on the contract.

4. PUBLIC WORKS – Robert R. Fisenne

- a) Request to advertise a notice to bidders for the “Freeport Police Department Extension” in the Freeport Herald and other publications of general circulation on January 1, 2026, with a return date of February 3, 2026.
- b) Request authorization to increase the Sanitation User Fees for curbside collection and disposal as follows:

<u>Residential</u>	<u>Current Rate per year</u>	<u>New Rate per year</u>
Single family Residence	\$ 565.00	\$ 586.00 per year
Two Family Residence	\$1,112.00	\$1,172.00 per year
Three Family Residence	\$1,659.00	\$1,758.00 per year

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Four Family Residence	\$2,206.00	\$2,344.00 per year
Per unit cost for over Four Family Residence	\$ 565.00	\$ 586.00 per year

<u>Commercial</u>	<u>Current Rate per year</u>	<u>New Rate per year</u>
Single business (MSW pick up 2 x a week)	\$ 565.00	\$ 586.00 per year
Single business (exceeding max. allowance x 2)	\$1,112.00	\$1,172.00 per year
Single business (exceeding max. allowance x 3)	\$1,659.00	\$1,758.00 per year
Single business (exceeding max. allowance x 4)	\$2,206.00	\$2,344.00 per year
Single business (MSW pick up four times a week)	\$1,112.00	\$1,172.00 per year
Collection of Corrugated Cardboard	\$ 275.00	\$ 285.00 per year

5. PUBLICITY –

- a) Request retroactive approval of a personal services requirements agreement with Randy Milteer for publicity services from November 12, 2025 to February 28, 2027, at an hourly rate of \$40.

6. RECREATION CENTER – Elizabeth Comerford

- a) Request approval of the annual subscription and hosting fees for RecDesk, 300 Middlesex Plaza, Middletown, Connecticut 06457, from March 1, 2026 through February 28, 2027, in the amount of \$17,325, an increase of \$825.
- b) Request approval of the personal services agreement with Dorothea Geiger for a double dutch program, from January 1, 2026 through February 28, 2027, not to exceed \$5,500.
- c) Request approval of the personal services agreement with Tenise Lewis for adult aerobic classes, from January 1, 2026 through February 28, 2027, not to exceed \$4,000.

7. VILLAGE ATTORNEY – Howard E. Colton

- a) Request the Board of Trustees schedule a Public Hearing on Tuesday, January 13, 2026 at 4:30 P.M., to consider the proposed 2026/2027 Village Budget, and further request the Village Clerk publish the notice in the Freeport Herald.
- b) Request the Board of Trustees schedule a Public Hearing on Tuesday, January 13, 2026 at 4:30 P.M., to consider the proposed contract between the Incorporated Village of Freeport and the Freeport Volunteer Fire Department for the furnishing of fire protection, for the Fiscal Year 2026/2027, for a fee of \$151,000 and further request the Village Clerk publish the notice in the Freeport Herald.

COMMENTS PERMITTED ON AGENDA ITEMS

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GENERAL PUBLIC COMMENTS

At the conclusion of the Agenda, the Mayor and Board will entertain questions and comments on non-Agenda items from the general public.

Incorporated Village of Freeport
INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: December 18, 2025
RE: 2026/2027 Final Assessment Roll

Pursuant to Section 1410 of the Real Property Tax Law of the State of New York, the 2026/2027 Final Assessment Roll of the Incorporated Village of Freeport will be filed on Friday, January 2, 2026.

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

It is requested that the Mayor and Board of Trustees direct the Village Clerk to post and publish the required legal notice in the Freeport Herald edition dated Thursday, January 1, 2026


Vilma I. Lancaster
Assessor

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

WHEREAS, pursuant to §1410 of the Real Property Tax Law of the State of New York, the 2026-2027 Final Assessment Roll of the Incorporated Village of Freeport will be filed on January 2, 2026; and

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

NOW THEREFORE BE IT RESOLVED, that the Board hereby authorizes the Village Clerk to post and publish the required legal notice in the Freeport Herald edition dated January 1, 2026.

The Clerk polled the Board as follows:

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

NOTICE OF COMPLETION OF
ASSESSMENT ROLL
VILLAGE OF FREEPORT

TAKE NOTICE that the 2026/2027 Final Assessment Roll for the Village of Freeport, New York, for the Year 2026 has been completed and will be filed in the office of the Village Clerk and Assessor's Office on Friday, January 2, 2026 where it will remain open to the public for fifteen (15) days after the date of this notice.

Pamela Walsh Boening
Village Clerk

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: December 19, 2025

RE: 2024/2025 SCARS for Maidenbaum Property Tax Reduction

The Village received SCARS Decisions and/or Amended Decisions for Maidenbaum Property Tax Reduction from the Decision Hearing Officers Office during the First QTR of 2025 thru the Third QTR 2025. In SCAR proceedings, properties either receive a reduction, or do not receive a reduction or are disqualified. The Village reviews each decision before entering any changes in the Village Assessment System.

Reductions to properties without exemptions are straight forward. The amount of the reduction of AV is multiplied by the 2024 tax rate (0.61561) and an award fee of \$30 is added if applicable based on the reduction percent to obtain the total refund amount. For properties with exemptions, the process is slightly different pursuant to RPTL 733(2), which states that, "[If] the property is partially exempt from taxation, and the decision order does not specify how much of the total assessed value, as determined by the Hearing Officer is exempt from taxation, the exemption shall be reduced so as to preserve the ratio of taxable assessed value to total assessed value that existed on the final assessment roll."

**Maidenbaum Property Tax Reduction
Grand Total SCARS Taxable AV Refunds**

SCARS 2024 / 2025 Petitioner	2024 Total and/or Adj AV	2024 AV Awarded and/or Adjusted SCARS	Reduction Amount	Refund (.61561)	Fee \$30	Total Refund
Taxable AV						
Properties w/o Exemptions	639,458	583,197	56,261	\$34,634.83	\$1,800	\$36,434.83
Properties with Ratio Exemptions	60,904	56,090	4,814	\$2,963.55	\$180	\$3,143.55
TOTAL Taxable AV Refunds	700,362	639,287	61,075	\$37,598.38	\$1,980	\$39,578.38

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MAIDENBAUM PROPERTY TAX REDUCTION 2024 SCARS REFUND
Properties with Exemptions Calculated @ various Ratios

SCARS 2024 / 2025 Petitioner Maidenbaum Property Tax Reduction	2024 Exemption Adjusted AV	2024 AV Ratio Adjusted AV	Reduction Amount	Refund (.61561)	Fee (\$30)	Total Refund
509 Nassau Ave 62-183-372 Taxable Exempt Ratio AV	6,320	6,255	65	\$40.01	\$30	\$70.01
185 Westside Ave 62-034-124 Taxable Exempt Ratio AV	5,724	5,681	43	\$26.47	\$30	\$56.47
370 Maryland Ave 36-K-01-44,45,48 Taxable Exempt Ratio AV	6,730	5,105	1,625	\$1,000.37	\$0	\$1,000.37
415 Sigmond St 54-206-743,744,767 Taxable Exempt Ratio AV	5,624	5,594	30	\$18.47	\$0	\$18.47
58 W Fourth St 62-064-466 Taxable Exempt Ratio AV	7,614	6,325	1,289	\$793.52	\$30	\$823.52
25 Stirling Ave 54-338-11,14 Taxable Exempt Ratio AV	5,418	5,395	23	\$14.16	\$30	\$44.16
58 Maryland Ave 54-458-225 Taxable Exempt Ratio AV	6,670	5,982	688	\$423.54	\$0	\$423.54
9 Pierrepont St 62-056-10 Taxable Exempt Ratio AV	4,582	4,488	94	\$57.87	\$30	\$87.87
730 Miller Ave 62-183-292	4,126	3,953	173	\$106.50	\$0	\$106.50

Taxable Exempt Ratio AV						
655 S Long Beach 62-184-145 Taxable Exempt Ratio AV	3,250	2,700	550	\$338.58	\$30	\$368.58
42 Ann Dr 62-206-14 Taxable Exempt Ratio AV	4,846	4,612	234	\$144.05	\$0	\$144.05
Total Taxable Exempt Ratio AV Refunds	60,904	56,090	4,814	\$2,963.55	\$180	\$3,143.55

**MAIDENBAUM PROPERTY TAX REDUCTION
2024 SCARS REFUND TAXABLE AV WITHOUT EXEMPTIONS**

							TAX RATE			
							2024	0.61561	30	
ADDRESS	SECTION	BLOCK	LOT	AV	Decision AV	Diff	Refund	Award	Total Refund	
621 S BAYVIEW AVE	62	038	616-617,702	6,050	5,876	174	107.12	0	107.12	
77 PROSPECT ST	62	187	98-99	6,923	6,704	219	134.82	0	134.82	
348 ROOSEVELT AVE	62	156	9,746	7,090	7,017	73	44.94	0	44.94	
374 LONG BEACH AVE	55	397	0242	6,390	6,084	306	188.38	0	188.38	
708 S LONG BEACH AVE	62	156	25-26	6,750	6,567	183	112.66	0	112.66	
46 WEBERFIELD AVE	55	208	0135	5,430	5,347	83	51.10	0	51.10	
15 PIERREPONT ST	62	056	0009	6,500	6,346	154	94.80	0	94.80	
33 FRANKEL AVE	54	197	0181	7,125	6,479	646	397.68	0	397.68	
122 SAINT MARKS AVE	62	142	0008	6,208	6,138	70	43.09	30	73.09	
58 HUBBARD AVE	62	105	0332	5,270	4,707	563	346.59	30	376.59	
110 STIRLING AVE	54	337	114-116,137	5,729	5,544	185	113.89	0	113.89	
149 PARK AVE	54	201	0512	6,500	6,081	419	257.94	30	287.94	

435 PENNSYLVANIA AVE	36	323-01	0009	9,850	7,623	2227	1,370.96	30	1,400.96
98 E 2ND ST	62	196	0044	6,886	6,175	711	437.70	30	467.70
9 GERALD AVE	54	325	6-7,62-63	6,808	6,308	500	307.81	30	337.81
165 MADISON AVE	54	204	633-635	5,300	4,938	362	222.85	30	252.85
195 CEDAR ST	62	139	0001	5,903	5,638	265	163.14	30	193.14
253 A WESTSIDE AVE	62	234	52-54	6,710	6,656	54	33.24	30	63.24
277 MOORE AVE	36	521	0030	7,920	6,532	1388	854.47	30	884.47
284 PUTNAM AVE	55	151	0024	7,350	6,532	818	503.57	30	533.57
32 MILBURN CT	54	486	0001	6,800	6,173	627	385.99	30	415.99
65 STIRLING AVE	54	338	0513	6,344	5,709	635	390.91	30	420.91
80 BEDFORD AVE	55	376	1222-1223	5,160	4,991	169	104.04	30	134.04
51 ATLANTIC AVE	62	029	0032	9,036	8,990	46	28.32	30	58.32
234 SOUTH BROOKSIDE AVE	54	524	0050	4,950	4,674	276	169.91	30	199.91
4 WILLOWBROOK LN	36	520	0007	6,204	6,178	26	16.01	30	46.01
419 ARCHER ST	54	307	0241	5,960	5,642	318	195.76	0	195.76
419 MILLER AVE	62	172	0523	6,100	5,947	153	94.19	0	94.19
177 LEXINGTON AVE	54	085	0119	8,625	7,452	1,173	722.11	30	752.11
11 GRANT ST	62	101	694-696	7,137	6,978	159	97.88	0	97.88
516 NASSAU AVE	62	186	231-232	5,934	5,130	804	494.95	0	494.95
405 MILLER AVE	62	172	120-122	6,050	5,983	67	41.25	0	41.25
4 STERLING PL	55	496	100,198-199	6,350	6,134	216	132.97	0	132.97
644 LONG BEACH AVE	62	155	182-185	6,246	6,083	163	100.34	0	100.34
124 SPORTSMANS AVE	62	088	290	6,375	5,940	435	267.79	0	267.79
389 ROOSEVELT AVE	62	154	0359	6,975	5,795	1,180	726.42	30	756.42
621 NASSAU AVE	62	183	0393	5,985	4,792	1,193	734.42	30	764.42
258 S BROOKSIDE AVE	54	524	0046	5,920	4,918	1,002	616.84	30	646.84
258 S OCEAN AVE	62	117	0014	9,353	7,770	1,583	974.51	30	1,004.51
704 MILLER AVE	62	183	302-303	6,020	5,935	85	52.33	0	52.33
65 BEVERLY PKWY	54	489	0005	8,478	7,043	1435	883.40	30	913.40
894 S LONG BEACH AVE	62	156	557-562	14,300	11,800	2500	1,539.03	30	1,569.03
189 CARMAN ST	62	170	0021	8,305	6,900	1405	864.93	30	894.93
69 INDEPENDENCE AVE	55	364	696-697	5,600	4,652	948	583.60	30	613.60

463 LONG BEACH AVE	62	159	60-62	4,950	4,112	838	515.88	30	545.88
818 S OCEAN AVE	62	180	0428	5,450	4,528	922	567.59	30	597.59
475 ATLANTIC AVE	54	313	0127	5,373	4,464	909	559.59	30	589.59
547 SOUTHSIDE AVE	54	524	0104	6,335	5,263	1072	659.93	30	689.93
291 GRAND AVE	55	239	0110	4,750	3,946	804	494.95	30	524.95
74 DELAWARE AVE	54	052	0274	6,255	5,196	1059	651.93	30	681.93
786 S LONG BEACH AVE	62	156	33-34	8,370	6,954	1416	871.70	30	901.70
32 EVANS AVE	55	394	410-411	6,160	4,752	1,408	866.78	30	896.78
365 NASSAU AVE	62	182	177-178,230-231	7,800	7,030	770	474.02	30	504.02
718 GUY LOMBARDO AVE	62	102	0813	9,720	9,601	119	73.26	30	103.26
78 PARK AVE.	54	086	0220	8,380	7,752	628	386.60	30	416.60
300 SAINT MARKS AVE	62	227	0021	6,100	6,057	43	26.47	30	56.47
180 DELAWARE AVE	36	521	0059	8,760	8,186	574	353.36	30	383.36
18 TANGLEWOOD LN	36	520	0012	11,250	9,450	1,800	1,108.10	30	1,138.10
213 JUANITA AVE	54	199	327-330	7,514	7,349	165	101.58	30	131.58
299 BEDELL ST	62	059	29-31	6,750	6,379	371	228.39	30	258.39
10 PARSON AVE	55	227	0360	6,750	5,778	972	598.37	30	628.37
381 MARYLAND AVE	36	K-02	0002	7,823	7,288	535	329.35	30	359.35
125 EAST DEAN ST	55	248	140-141	6,750	5,616	1,134	698.10	30	728.10
154 West End Avenue	54	319	119-120	8,250	7,960	290	178.53	30	208.53
129 CASINO ST	62	072	0537	8,250	8,094	156	96.04	30	126.03
137 JAY ST	55	258	0237	7,500	6,508	992	610.69	30	640.69
17 MAY CT	54	317	0181	5,360	5,321	39	24.01	30	54.00
25 JOHNSON PL	54	320	0133	6,750	6,055	695	427.84	30	457.84
37 EAST 2ND ST	62	196	0007	6,600	6,056	544	334.89	30	364.89
1 CHELSEA CT	55	M	0308	5,856	5,684	172	105.88	30	135.88
926 S Long Beach Ave	62	156	544-546	9,460	8,820	640	393.99	30	423.99
48 PEARSALL AVE	54	068	0018	6,708	6,576	132	81.26	30	111.26
91 BROOKSIDE AVE	54	B	0558	6,488	5,935	553	340.43	30	370.43
27 DELAWARE AVE	54	460	0004	6,700	6,480	220	135.43	0	135.43
146 CONNECTICUT AVE	55	387	660-661	7,095	6,916	179	110.19	0	110.19
533 ARCHER ST	54	300	0060	5,550	4,996	554	341.05	0	341.05
197 JUANITA AVE	54	199	321-322	5,590	5,351	239	147.13	0	147.13

100 IRVING AVE	54	336	0132	6,993	6,606	387	238.24	0	238.24
114 STEVENS ST	55	364	0030	5,590	5,403	187	115.12	0	115.12
153 WHALEY ST	62	134	0018	5,921	5,547	374	230.24	0	230.24
507 RAY ST	54	316	94-97	6,000	5,497	503	309.65	0	309.65
352 ST. MARKS AVE	62	227	0010	5,588	5,501	87	53.56	0	53.56
91 MADISON AVE	54	089	0017	5,198	5,012	186	114.50	0	114.50
118 ARCHER ST	62	076	0048	5,150	4,770	380	233.93	0	233.93
52 ATLANTIC AVE	62	058	0443	5,900	5,261	639	393.37	0	393.37
21 LAURETTE LN	62	204	0023	7,450	6,065	1,385	852.62	0	852.62
645 NASSAU AVE	62	186	0532	6,755	6,701	54	33.24	0	33.24
7 TYLER ST	62	105	0302	6,000	5,358	642	395.22	0	395.22
205 WHALEY ST	62	134	0412	8,900	6,675	2,225	1,369.73	30	1,399.73
353 MARYLAND AVE	36	K-02	3 & 369	9,910	9,030	880	541.74	30	571.74
88 S BAYVIEW AVE	54	090	0106	7,500	7,079	421	259.17	30	289.17
173 ROSE ST	62	133	0006	7,182	6,750	432	265.94	30	295.94
116 N OCEAN AVE	55	265	0121	7,125	6,588	537	330.58	30	360.58
TOTAL AV Non-Exempt Refunds				639,458	583,197	56,261	\$34,634.83	\$1,800	\$36,434.83

Each property is reviewed to make sure the property taxes were paid before the refund could be processed. All 2024/2025 taxes from the attached list have been paid.

Claim Form will be prepared for 2024/2025 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

Permission is further requested for the Village Treasurer issue a corrected 2024/2025 tax bill and refund \$39,578.38 to Maidenbaum Property Tax Reduction per the SCAR decisions.


 Vilma I. Lancaster
 Village Assessor

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

WHEREAS, the Village Assessor is requesting Board approval of the court-ordered Small Claims Assessment Review (SCAR) reductions for:

**Maidenbaum Property Tax Reduction
Grand Total SCARS Taxable AV Refunds**

SCARS 2024 / 2025 Petitioner	2024 Total and/or Adj AV	2024 AV Awarded and/or Adjusted SCARS	Reduction Amount	Refund (.61561)	Fee \$30	Total Refund
Taxable AV						
Properties w/o Exemptions	639,458	583,197	56,261	\$34,634.83	\$1,800	\$36,434.83
Properties with Ratio Exemptions	60,904	56,090	4,814	\$2,963.55	\$180	\$3,143.55
TOTAL Taxable AV Refunds	700,362	639,287	61,075	\$37,598.38	\$1,980	\$39,578.38

MAIDENBAUM PROPERTY TAX REDUCTION 2024 SCARS REFUND

Properties with Exemptions Calculated @ various Ratios

SCARS 2024 / 2025 Petitioner Maidenbaum Property Tax Reduction	2024 Exemption Adjusted AV	2024 AV Ratio Adjusted AV	Reduction Amount	Refund (.61561)	Fee (\$30)	Total Refund
509 Nassau Ave 62-183-372 Taxable Exempt Ratio AV	6,320	6,255	65	\$40.01	\$30	\$70.01
185 Westside Ave	5,724	5,681	43	\$26.47	\$30	\$56.47

62-034-124 Taxable Exempt Ratio AV						
370 Maryland Ave 36-K-01-44,45,48 Taxable Exempt Ratio AV	6,730	5,105	1,625	\$1,000.37	\$0	\$1,000.37
415 Sigmond St 54-206- 743,744,767 Taxable Exempt Ratio AV	5,624	5,594	30	\$18.47	\$0	\$18.47
58 W Fourth St 62-064-466 Taxable Exempt Ratio AV	7,614	6,325	1,289	\$793.52	\$30	\$823.52
25 Stirling Ave 54-338-11,14 Taxable Exempt Ratio AV	5,418	5,395	23	\$14.16	\$30	\$44.16
58 Maryland Ave 54-458-225 Taxable Exempt Ratio AV	6,670	5,982	688	\$423.54	\$0	\$423.54
9 Pierrepont St 62-056-10 Taxable Exempt Ratio AV	4,582	4,488	94	\$57.87	\$30	\$87.87
730 Miller Ave 62-183-292 Taxable Exempt Ratio AV	4,126	3,953	173	\$106.50	\$0	\$106.50
655 S Long Beach 62-184-145 Taxable Exempt Ratio AV	3,250	2,700	550	\$338.58	\$30	\$368.58
42 Ann Dr 62-206-14 Taxable Exempt Ratio AV	4,846	4,612	234	\$144.05	\$0	\$144.05
Total Taxable Exempt Ratio AV Refunds	60,904	56,090	4,814	\$2,963.55	\$180	\$3,143.55

**MAIDENBAUM PROPERTY TAX REDUCTION
2024 SCARS REFUND TAXABLE AV WITHOUT EXEMPTIONS**

							TAX RATE			
							2024	0.61561	30	
ADDRESS	SECTI ON	BLOCK	LOT	AV	Decisio n AV	Diff	Refund	Award	Total Refund	
621 S BAYVIEW AVE	62	038	616- 617,70 2	6,050	5,876	174	107.12	0	107.12	
77 PROSPECT ST	62	187	98-99	6,923	6,704	219	134.82	0	134.82	
348 ROOSEVELT AVE	62	156	9, 746	7,090	7,017	73	44.94	0	44.94	
374 LONG BEACH AVE	55	397	0242	6,390	6,084	306	188.38	0	188.38	
708 S LONG BEACH AVE	62	156	25-26	6,750	6,567	183	112.66	0	112.66	
46 WEBERFIELD AVE	55	208	0135	5,430	5,347	83	51.10	0	51.10	
15 PIERREPONT ST	62	056	0009	6,500	6,346	154	94.80	0	94.80	
33 FRANKEL AVE	54	197	0181	7,125	6,479	646	397.68	0	397.68	
122 SAINT MARKS AVE	62	142	0008	6,208	6,138	70	43.09	30	73.09	
58 HUBBARD AVE	62	105	0332	5,270	4,707	563	346.59	30	376.59	
110 STIRLING AVE	54	337	114- 116,13 7	5,729	5,544	185	113.89	0	113.89	
149 PARK AVE	54	201	0512	6,500	6,081	419	257.94	30	287.94	
435 PENNSYLVANIA AVE	36	323- 01	0009	9,850	7,623	2227	1,370.96	30	1,400.96	
98 E 2ND ST	62	196	0044	6,886	6,175	711	437.70	30	467.70	
9 GERALD AVE	54	325	6-7,62- 63	6,808	6,308	500	307.81	30	337.81	
165 MADISON AVE	54	204	633- 635	5,300	4,938	362	222.85	30	252.85	
195 CEDAR ST	62	139	0001	5,903	5,638	265	163.14	30	193.14	
253 A WESTSIDE AVE	62	234	52-54	6,710	6,656	54	33.24	30	63.24	
277 MOORE AVE	36	521	0030	7,920	6,532	1388	854.47	30	884.47	
284 PUTNAM	55	151	0024	7,350	6,532	818	503.57	30	533.57	

AVE									
32 MILBURN CT	54	486	0001	6,800	6,173	627	385.99	30	415.99
65 STIRLING AVE	54	338	0513	6,344	5,709	635	390.91	30	420.91
80 BEDFORD AVE	55	376	1222- 1223	5,160	4,991	169	104.04	30	134.04
51 ATLANTIC AVE	62	029	0032	9,036	8,990	46	28.32	30	58.32
234 SOUTH BROOKSIDE AVE	54	524	0050	4,950	4,674	276	169.91	30	199.91
4 WILLOWBROOK LN	36	520	0007	6,204	6,178	26	16.01	30	46.01
419 ARCHER ST	54	307	0241	5,960	5,642	318	195.76	0	195.76
419 MILLER AVE	62	172	0523	6,100	5,947	153	94.19	0	94.19
177 LEXINGTON AVE	54	085	0119	8,625	7,452	1,173	722.11	30	752.11
11 GRANT ST	62	101	694- 696	7,137	6,978	159	97.88	0	97.88
516 NASSAU AVE	62	186	231- 232	5,934	5,130	804	494.95	0	494.95
405 MILLER AVE	62	172	120- 122	6,050	5,983	67	41.25	0	41.25
4 STERLING PL	55	496	100,19 8-199	6,350	6,134	216	132.97	0	132.97
644 LONG BEACH AVE	62	155	182- 185	6,246	6,083	163	100.34	0	100.34
124 SPORTSMANS AVE	62	088	290	6,375	5,940	435	267.79	0	267.79
389 ROOSEVELT AVE	62	154	0359	6,975	5,795	1,180	726.42	30	756.42
621 NASSAU AVE	62	183	0393	5,985	4,792	1,193	734.42	30	764.42
258 S BROOKSIDE AVE	54	524	0046	5,920	4,918	1,002	616.84	30	646.84
258 S OCEAN AVE	62	117	0014	9,353	7,770	1,583	974.51	30	1,004.51
704 MILLER AVE	62	183	302- 303	6,020	5,935	85	52.33	0	52.33
65 BEVERLY PKWY	54	489	0005	8,478	7,043	1435	883.40	30	913.40
894 S LONG BEACH AVE	62	156	557- 562	14,300	11,800	2500	1,539.03	30	1,569.03
189 CARMAN ST	62	170	0021	8,305	6,900	1405	864.93	30	894.93
69 INDEPENDENCE AVE	55	364	696- 697	5,600	4,652	948	583.60	30	613.60
463 LONG BEACH AVE	62	159	60-62	4,950	4,112	838	515.88	30	545.88
818 S OCEAN AVE	62	180	0428	5,450	4,528	922	567.59	30	597.59
475 ATLANTIC AVE	54	313	0127	5,373	4,464	909	559.59	30	589.59

547 SOUTHSIDE AVE	54	524	0104	6,335	5,263	1072	659.93	30	689.93
291 GRAND AVE	55	239	0110	4,750	3,946	804	494.95	30	524.95
74 DELAWARE AVE	54	052	0274	6,255	5,196	1059	651.93	30	681.93
786 S LONG BEACH AVE	62	156	33-34	8,370	6,954	1416	871.70	30	901.70
32 EVANS AVE	55	394	410-411	6,160	4,752	1,408	866.78	30	896.78
365 NASSAU AVE	62	182	177-178,230-231	7,800	7,030	770	474.02	30	504.02
718 GUY LOMBARDO AVE	62	102	0813	9,720	9,601	119	73.26	30	103.26
78 PARK AVE.	54	086	0220	8,380	7,752	628	386.60	30	416.60
300 SAINT MARKS AVE	62	227	0021	6,100	6,057	43	26.47	30	56.47
180 DELAWARE AVE	36	521	0059	8,760	8,186	574	353.36	30	383.36
18 TANGLEWOOD LN	36	520	0012	11,250	9,450	1,800	1,108.10	30	1,138.10
213 JUANITA AVE	54	199	327-330	7,514	7,349	165	101.58	30	131.58
299 BEDELL ST	62	059	29-31	6,750	6,379	371	228.39	30	258.39
10 PARSON AVE	55	227	0360	6,750	5,778	972	598.37	30	628.37
381 MARYLAND AVE	36	K-02	0002	7,823	7,288	535	329.35	30	359.35
125 EAST DEAN ST	55	248	140-141	6,750	5,616	1,134	698.10	30	728.10
154 West End Avenue	54	319	119-120	8,250	7,960	290	178.53	30	208.53
129 CASINO ST	62	072	0537	8,250	8,094	156	96.04	30	126.03
137 JAY ST	55	258	0237	7,500	6,508	992	610.69	30	640.69
17 MAY CT	54	317	0181	5,360	5,321	39	24.01	30	54.00
25 JOHNSON PL	54	320	0133	6,750	6,055	695	427.84	30	457.84
37 EAST 2ND ST	62	196	0007	6,600	6,056	544	334.89	30	364.89
1 CHELSEA CT	55	M	0308	5,856	5,684	172	105.88	30	135.88
926 S Long Beach Ave	62	156	544-546	9,460	8,820	640	393.99	30	423.99
48 PEARSALL AVE	54	068	0018	6,708	6,576	132	81.26	30	111.26
91 BROOKSIDE AVE	54	B	0558	6,488	5,935	553	340.43	30	370.43
27 DELAWARE AVE	54	460	0004	6,700	6,480	220	135.43	0	135.43
146 CONNECTICUT AVE	55	387	660-661	7,095	6,916	179	110.19	0	110.19
533 ARCHER ST	54	300	0060	5,550	4,996	554	341.05	0	341.05
197 JUANITA AVE	54	199	321-	5,590	5,351	239	147.13	0	147.13

			322						
100 IRVING AVE	54	336	0132	6,993	6,606	387	238.24	0	238.24
114 STEVENS ST	55	364	0030	5,590	5,403	187	115.12	0	115.12
153 WHALEY ST	62	134	0018	5,921	5,547	374	230.24	0	230.24
507 RAY ST	54	316	94-97	6,000	5,497	503	309.65	0	309.65
352 ST. MARKS AVE	62	227	0010	5,588	5,501	87	53.56	0	53.56
91 MADISON AVE	54	089	0017	5,198	5,012	186	114.50	0	114.50
118 ARCHER ST	62	076	0048	5,150	4,770	380	233.93	0	233.93
52 ATLANTIC AVE	62	058	0443	5,900	5,261	639	393.37	0	393.37
21 LAURETTE LN	62	204	0023	7,450	6,065	1,385	852.62	0	852.62
645 NASSAU AVE	62	186	0532	6,755	6,701	54	33.24	0	33.24
7 TYLER ST	62	105	0302	6,000	5,358	642	395.22	0	395.22
205 WHALEY ST	62	134	0412	8,900	6,675	2,225	1,369.73	30	1,399.73
353 MARYLAND AVE	36	K-02	3 & 369	9,910	9,030	880	541.74	30	571.74
88 S BAYVIEW AVE	54	090	0106	7,500	7,079	421	259.17	30	289.17
173 ROSE ST	62	133	0006	7,182	6,750	432	265.94	30	295.94
116 N OCEAN AVE	55	265	0121	7,125	6,588	537	330.58	30	360.58
TOTAL AV Non-Exempt Refunds				639,458	583,197	56,261	\$34,634.83	\$1,800	\$36,434.83

WHEREAS, these refunds are from grievances to the 2024/2025 Final Assessment Roll and apply the amount to the attached list of properties; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Maidenbaum Property Tax Reduction in the amount of \$39,578.38.

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-DEPARTMENT CORRESPONDENCE

Date: December 19, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Request to Advertise – RFP #26-1-ELEC-766
Furnishing of Electrical Engineering Services to Freeport Electric

The Village of Freeport Electric Department (“Village”) is requesting proposals for Electrical Engineering Services from developers and associated engineering firms to participate with Freeport Electric in the development of the following projects: renewable energy projects and various overhead, underground and fiber optics upgrades. The specifications cover services for a period of one (1) year with an option at the Village’s discretion to extend the term for up to one (1) additional year.

I request authorization to advertise a request for proposals on January 1, 2026, in the Freeport Herald and other relevant publications. Specifications would be available from January 5, 2026, to January 16, 2026. The proposals would have a returnable date of January 16, 2026. Attached is a copy of the Notice for your review.

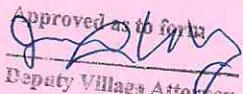
The cost of these services shall be charged to various accounts including E7411020 574000 and E7414204 574000.



Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Electric Department is requesting the Board to authorize the Village Clerk to advertise a Notice for Request for Proposals for the "Furnishing of Electrical Engineering Services to Freeport Electric", RFP #26-1-ELEC-766; and

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

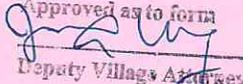
WHEREAS, the specifications cover services for a period of one (1) year, with an option at the Village's discretion to extend the term for one (1) additional year; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk is hereby authorized to publish a Notice for Request for Proposals for the "Furnishing of Electrical Engineering Services to Freeport Electric", RFP #26-1-ELEC-766, in the Freeport Herald and other relevant publications of general circulation on January 1, 2026, with bid specifications available from January 5, 2026, to January 16, 2026, with a return date of January 16, 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 OF REQUEST FOR PROPOSALS
FOR
FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO
FREEPORT ELECTRIC
FOR
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York will receive sealed proposals for **“FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC”** until 4:00 P.M. on Friday, January 16, 2026, in the Purchasing Department, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications may be obtained in the Purchasing Department, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from 9:00 A.M. on Monday, January 5, 2026, until 4:00 P.M. on Friday, January 16, 2026.

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

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

Taylor D’Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 1, 2026

VILLAGE OF FREEPORT

Nassau County, New York



FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC

RFP #26-1-ELEC-766

MAYOR

Robert T. Kennedy

TRUSTEES

Jorge A. Martinez
Evette B. Sanchez

Christopher L. Squeri
Jacques V. Butler

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



Eric Rosmarin, Superintendent
Inc. Village of Freeport

Final proposals must be received at the Purchasing Office in
Freeport Village Hall by 4:00 P.M. on Friday, January 16, 2026

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

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Taylor D’Orta
Buyer
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 1, 2026

FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC

1. General Expectations

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

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

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

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

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

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

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

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

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

2. Schedule

Proposals must be submitted by **4:00 P.M. on Friday, January 16, 2026**. All submitted proposals must arrive at the office of the Purchasing Department, Inc. Village of Freeport Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at or before **4:00 P.M. on Friday, January 16, 2026**. Proposals must arrive in a sealed and clearly labeled enclosure.

3. Official Contact

Proposals are due no later than **4:00 P.M. on Friday, January 16, 2026**. Each proposal should be sealed and addressed to:

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

Any questions should be directed to:

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

4. Non-Collusive Proposal Certification

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

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

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

5. Waiver of Immunity

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

6. Withdrawal

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

7. Certification

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

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

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

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

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

8. Scope of Services

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

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

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

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

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

- 6) Experience with upgrades and replacement of vintage relaying equipment.
- 7) Assisting AE firms in the preparation of detailed specifications, and engineering drawing and designs for the purchase of electrical equipment.
- 8) Assisting with the expansion and improvements to the Village's fiber optic communications network.
- 9) The annual estimated time to be spent on these projects is eight hundred (800) hours.
- 10) The contract term shall be from March 1, 2026 to February 28, 2027, with an option to extend the contract for up to one (1) year.

9. Selection

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

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

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

The Village shall evaluate each respondent in terms of:

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

10. Qualifications

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

- 1) A NY licensed Professional Electrical Engineer that has more than 25 years of experience on Long Island, including a local presence.

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

PROPOSAL

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

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

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

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

_____ \$ _____
(Write Total Amount in Words)

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

_____ \$ _____
(Write Total Amount in Words)

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

(Signature of Vendor) (Title) (Date)

(Print or Type Name) (Telephone)

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

PROPOSAL SUBMISSION FORM

The following information must be provided in its entirety for your proposal to be considered:

Company Name: _____

Address of Principal Place of Business: _____

Phone of Principal Place of Business: _____

Fax of Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Dated _____

(Name of Organization) _____

By _____

(Title of Person Signing) _____

STATE OF NEW YORK:)

SS.:

COUNTY OF NASSAU:)

_____, being duly sworn, deposes and says that he/she is

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

Sworn to before me this

_____ day of _____ 20____

Notary Public

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: December 15, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Legal Services Agreement
Duncan, Weinberg, Genzer & Pembroke, P.C.
March 1, 2026 – February 28, 2027

Attached is a legal services agreement for Duncan, Weinberg, Genzer & Pembroke, P.C. to continue to provide the Inc. Village of Freeport with legal services related to the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and matters that may arise from time to time such as the various issues associated with the LM6000 at Freeport's Power Plant 2. The not to exceed amount of the existing contract is \$100,000.00. The amount expended for the period March 1, 2025 to date is \$72,220.11. Attorney fees for the new fiscal year increased by \$10.00 - \$15.00 per hour based on title.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Village enter into a legal services agreement with Duncan, Weinberg, Genzer & Pembroke, P.C. of 1667 K Street, N.W., Suite 700, Washington, DC 20006 for a not-to-exceed cost of \$100,000.00, payable at the rates contained in the agreement, for the term March 1, 2026 through February 28, 2027. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement. This service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense).

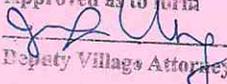


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachments

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, on November 18, 2024, the Board approved the agreement for legal services between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street N.W., Suite 700, Washington, DC 20006, for a term effective March 1, 2025 through February 28, 2026, at a not-to-exceed cost of \$100,000.00 payable at the rates contained in the letter of agreement; and

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

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

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

WHEREAS, the Superintendent of Electric Utilities has recommended that the Village continue to retain the services of Duncan, Weinberg, Genzer, & Pembroke, P.C., for a term from March 1, 2026 through February 28, 2027, at a not-to-increase cost of \$100,000.00, payable at the rates contained in the agreement; and

WHEREAS, the attorney fees for the new fiscal year have increased by \$10.00 - \$15.00 per hour based on title; and

WHEREAS, this service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense); and

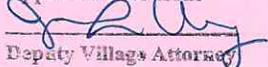
NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and the Mayor is hereby authorized to execute any documentation necessary to effectuate the agreement for legal services between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street N.W., Suite 700, Washington, DC 20006, for a term from March 1, 2026 through February 28, 2027, at a not-to-exceed cost of \$100,000.00, payable at the rates contained in the letter of agreement.

The Clerk polled the Board as follows:

Deputy Mayor Martinez
Trustee Squeri
Trustee Sanchez
Trustee Butler
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form


Deputy Village Attorney

September 29, 2025

VIA E-MAIL

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

Re: Legal Services Agreement (March 1, 2026 – February 28, 2027)

Dear Eric:

This Agreement is effective when executed, between Duncan, Weinberg, Genzer & Pembroke, P.C. ("Firm"), a District of Columbia professional corporation (EIN 52-1073544), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, and the Incorporated Village of Freeport, relating to representation associated with Freeport Electric ("Client" or "Village"). This Agreement will cover the annual period beginning March 1, 2026. The Client will be solely responsible for compensating the Firm of its fees and costs.

The Firm hereby agrees to perform legal services for and on behalf of Client and Client hereby authorizes the Firm to perform legal services with regard to matters as may be mutually agreed. We have directly represented the Village since at least 1990 and we look forward to continuing that representation. For our work for the Village, our estimate of fees for the period ending February 28, 2027, is \$100,000. This estimate excludes the cost of a rate case before the New York Public Service Commission.

The Firm will be compensated for professional services at the following hourly rates through February 28, 2027, with the new rates (in parentheses) in effect from March 1, 2026:

All Shareholders/Principals/Of Counsel	\$415/hr (\$430)
Senior Associates	\$365/hr (\$375)
Associates	\$335/hr(\$350)
Non-Attorney Staff	\$265/hr(\$270)
Senior Paralegal Staff	\$215/hr(\$215)

Other Paralegal Staff and
Law Clerks

\$195/hr(\$195)

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

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

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

Sincerely,

/s/ Jeffrey C. Genzer

Jeffrey C. Genzer

Agreed:

On behalf of the Incorporated Village of Freeport

Dated: _____

cc: Donna Barr

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

Standard Terms of Engagement for Legal Services

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

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

Scope of Engagement

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

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

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

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

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

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

How Fees Will Be Set

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

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

Costs and Expenses

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

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

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

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

Billing Arrangements and Terms of Payment

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

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

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

Termination of Representation

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

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

Document Retention

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to execute any documentation necessary to effectuate the agreement for legal services between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K

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

Street N.W., Suite 700, Washington, DC 20006, for a term effective March 1, 2025 through February 28, 2026, at a not-to-exceed cost of \$100,000.00 payable at the rates contained in the letter of agreement.

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 17, 2025
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Duncan, Weinberg, Genzer & Pembroke, P.C. – Agreement Amendment 3
Legal Representation for Rate Case

Attached for your review is Agreement Amendment 3 to the Legal Services Agreement with Duncan, Weinberg, Genzer & Pembroke, P.C. (DWGP), entered into on March 10, 2023. On May 15, 2023, the Board of Trustees retroactively approved the Electric Department's request for DWGP to provide legal representation associated with the electric rate case to be presented to the New York Public Service Commission (PSC). The contract term ran from March 10, 2023 through February 29, 2024 for a not to exceed cost of \$100,000.00 plus expenses. The Electric Department's request to extend the contract to February 28, 2025 was approved by the Board on January 22, 2024. The Board approved a second contract extension on December 2, 2024. The contract will expire on February 28, 2026. To date, \$45,833.94 has been spent from the approved amount. The current contract amount remaining is \$54,166.06. The Electric Department is requesting to extend the rate case agreement to February 28, 2027, using the \$54,166.06 remaining on the contract. No additional funds are being requested.

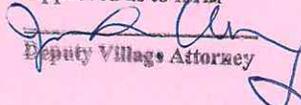
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approves the extension of the rate case legal representation contract with Duncan, Weinberg, Genzer & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006 from March 1, 2026 through February 28, 2027, using the \$54,166.06 remaining on the contract (or whatever amount remains as of March 1, 2026). Further, that the Mayor is authorized to execute all documentation necessary to effectuate this agreement. All expenses related to the rate case shall be charged to E 110000 WO 2541 (2025 Rate Case).


Eric Rosmarin
Superintendent of Electric Utilities

ER:db
Attachment

cc: Howard Colton, Village Attorney
Taylor D'Orta, Buyer
Pamela Walsh Boening, Village Clerk

Approved as to form


Deputy Village Attorney

Jenell Muir, Mayor's Office
Alvin McDaniel, Comptroller

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

WHEREAS, on May 15, 2023, the Board retroactively approved to enter into an agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C. (DWGP) to provide legal representation related to a rate case filing for a term effective March 10, 2023 through February 29, 2024 at a not to exceed cost of \$100,000.00, plus expenses payable at the rates contained in the letter of agreement; and

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

WHEREAS, on December 2, 2024, the Board approved to extend the agreement with Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, to provide legal representation related to a rate case filing for a term effective March 1, 2025 through February 28, 2026, at a not to exceed cost of \$71,960.06 (the remaining balance on the contract); and

WHEREAS, to date, \$45,833.94 has been spent from the original \$100,00.00 approved; the current contract amount remaining is \$54,166.06; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval to extend the rate case agreement with DWGP from March 1, 2026 through February 28, 2027, using the \$54,166.06 remaining on the contract; and

WHEREAS, all expenses related to the rate case shall be charged to E 110000 WO 2541 (2025 Rate Case); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to execute the Legal Services – Rate Case, Amendment 3 with Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, to provide legal representation related to a rate case filing for a term effective March 1, 2026 through February 28, 2027, with a not to exceed amount of \$54,166.06.

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

**LEGAL SERVICES – RATE CASE
AMENDMENT 3 – EXTENSION**

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

This **AMENDMENT 3** dated October 27, 2025, is made to that certain agreement effective March 10, 2023 (the "Rate Case Agreement"), and is by and between the Inc. Village of Freeport ("Village"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520, and Duncan, Weinberg, Genzer & Pembroke, P.C. ("Firm"), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006. This **AMENDMENT 3** extends the Rate Case Agreement between the Village and Firm, due to terminate on February 28, 2026, to February 28, 2027. There is no increase in funds.

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

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

INC. VILLAGE OF FREEPORT

BY:

ROBERT T. KENNEDY, MAYOR

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

BY:

Jeffrey C. Genzer

JEFFREY C. GENZER, ESQ.

Approved as to form
[Signature]
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 December 4, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

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

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

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

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

WHEREAS, all expenses related to the rate case shall be charged to E 7813160 578100 (Legal Expense); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to execute the Legal Services – Rate Case, Amendment 2 with Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, to provide legal representation related to a rate case filing for a term effective March 1, 2025 through February 28, 2026, using the \$71,960.06 remaining on the contract.

The Clerk polled the Board as follows:

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

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

DIRECTIVE

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

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

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

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

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

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

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

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

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 16, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 15, 2023:

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

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

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

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 18, 2025

RE: FREEPORT POLICE DEPARTMENT EXTENSION

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

The estimated cost for this project is \$1,350,000.00. Funding for this project will come from a bond resolution which was authorized by the Village Board of Trustees on January 13, 2025 for \$1,447,670.99.

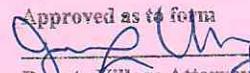
Therefore it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on January 1, 2026. Bid documents will be available from January 5, 2026 through January 30,2026. Bids will have a returnable date of February 3, 2026 with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



Robert R. Fisenne, P.E.

c.

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Superintendent of Public Works is requesting Board authorization for the Village Clerk to publish a Notice to Bidders for a “Freeport Police Department Extension”; and

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

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

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

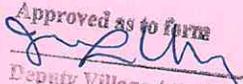
WHEREAS, the estimated cost for this project is \$1,350,000.00; and

WHEREAS, funding for this project will come from a bond resolution which was authorized by the Village Board of Trustees on January 13, 2025 for \$1,447,670.99; 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 “Freeport Police Department Extension” in the Freeport Herald and other relevant publications of general circulation on January 1, 2026, with bid documents available from January 5, 2026 through January 30, 2026, with a return date of February 3, 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

FREEPORT POLICE DEPARTMENT EXTENSION

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 "**FREEPORT POLICE DEPARTMENT EXTENSION**" until 11:00 A.M. on **Tuesday, February 3, 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 or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, January 5, 2026 until 12:00 P.M. Friday, January 30, 2026**. There is no fee for a set of bid documents.

The project calls for construction of a second floor addition to the Village of Freeport Police Department as well as modifications to the existing building.

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

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

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

Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 1, 2026

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

To: Mayor Robert Kennedy

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

Date: December 17, 2025

RE: COLLECTION OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS

The Village currently has approximately 8,321 primary users for the collection of municipal solid waste with an additional 770 secondary users (multi-family houses). Due to increased disposal tonnage, it is estimated that our overall disposal cost will increase by approximately \$190,000.00 for fiscal year ending 2027. In order to account for this increased cost for waste collection the Village must consider an increase to the User Fee. The proposed increase for the User Fee would be as follows:

<u>Residential</u>	<u>Current Rate</u>	<u>New Rate</u>
Single family Residence	\$565.00 per year	\$586.00 per year
Two Family Residence	\$1,112.00 per year	\$1,172.00 per year
Three Family Residence	\$1,659.00 per year	\$1,758.00 per year
Four Family Residence	\$2,206.00 per year	\$2,344.00 per year
Per unit cost for over Four Family Residence	\$565.00 per year	\$586.00 per year

<u>Commercial</u>	<u>Current Rate</u>	<u>New Rate</u>
Single business (MSW pick up two times a week)	\$565.00 per year	\$586.00 per year
Single business (exceeding max. allowance x 2)	\$1,112.00 per year	\$1,172.00 per year
Single business (exceeding max. allowance x 3)	\$1,659.00 per year	\$1,758.00 per year
Single business (exceeding max. allowance x 4)	\$2,206.00 per year	\$2,344.00 per year
Single business (MSW pick up four times a week)	\$1,112.00 per year	\$1,172.00 per year
Collection of Corrugated Cardboard	\$275.00 per year	\$285.00 per year



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

Approved as to form



Deputy Village Attorney

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

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

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

WHEREAS, due to increased disposal tonnage, it is estimated that our overall disposal cost will increase by approximately \$190,000.00 for the fiscal year ending 2027; and

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

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

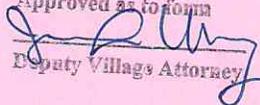
Residential	Current Rate	New Rate
Single family Residence	\$565.00 per year	\$586.00 per year
Two Family Residence	\$1,112.00 per year	\$1,172.00 per year
Three Family Residence	\$1,659.00 per year	\$1,758.00 per year
Four Family Residence	\$2,206.00 per year	\$2,344.00 per year
Per unit cost for over Four Family Residence	\$565.00 per year	\$586.00 per year

Commercial	Current Rate	New Rate
Single business (MSW pick up two times a week)	\$565.00 per year	\$586.00 per year
Single business (exceeding max. allowance x 2)	\$1,112.00 per year	\$1,172.00 per year
Single business (exceeding max. allowance x 3)	\$1,659.00 per year	\$1,758.00 per year
Single business (exceeding max. allowance x 4)	\$2,206.00 per year	\$2344.00 per year
Single business (MSW pick up four times a week)	\$1,112.00 per year	\$1,172.00 per year
Collection of Corrugated Cardboard	\$275.00 per year	\$285.00 per year

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board of Trustees hereby approves the increase to the Sanitation User Fee as set forth above.

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

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Robert T. Kennedy
From: Howard Colton, Village Attorney
Date: December 22, 2025
Re: Professional Services Agreement; Randy Milteer

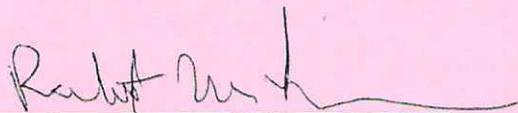
A request is hereby made to enter into a Professional Services Agreement with Randy Milteer, 182 Camp Ave. Merrick, NY 11566, for the provision of photography and media services.

The contract will be for a term retroactive to November 12, 2025 through February 28, 2027, at an hourly rate of \$40.00.

This contract also resolves an outstanding settlement with CSEA.

All services shall be billed to A641004 545700 (Publicity – Non Employee Salaries).

If this meets with your approval, please place this matter on the next available Board agenda for approval this agreement.



Howard Colton
Village Attorney
By: Robert McLaughlin
Deputy Village Attorney

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

WHEREAS, the Publicity Department needs an individual able to provide photography and media services; and

WHEREAS, Randy Milteer, 182 Camp Avenue, Merrick, New York, 11566, is an individual that is licensed and qualified to provide these services; and

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

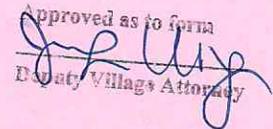
WHEREAS, the contract will be for a term retroactive to November 12, 2025 through February 28, 2027, at an hourly rate of \$40.00; and

WHEREAS, funding for this service comes out of account A641004 545700 (non-employee salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board hereby approves, and the Mayor is hereby authorized to enter into a Professional Services Agreement with Randy Milteer, 182 Camp Avenue, Merrick New York, 11566 for a term retroactive to November 12, 2025 through February 28, 2027, at an hourly rate of \$40.00.

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

This Stipulation of Agreement made as of November 12, 2025, by and between the Village of Freeport (the "VILLAGE"), Nassau Local 882 of the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO Freeport Unit 755600 (the "Union" or "CSEA")

WHEREAS, the Village and CSEA are parties to a collective bargaining agreement for a period of March 1, 2024 to February 28, 2030; and

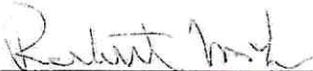
WHEREAS, the VILLAGE and CSEA have agreed to modify the terms of the CBA; and

NOW THEREFORE, it is hereby stipulated and agreed, by and between the Parties, that the matter is settled under the following terms and conditions:

1. Appendix E of the CBA shall be amended as follows:
 - (a) Delete #24 (Secretary to the Village Attorney)
 - (b) Delete # 27 (Secretary to the Human Relations Director)
 - (c) Add Public Relations Director/Information Specialist or functional equivalent

2. This Settlement contains all the terms and conditions agreed upon by the Parties.

Dated: November 12, 2025



ROBERT MCLAUGHLIN ESQ.
Deputy Village Attorney
Incorporated Village of Freeport



CONOR KIRWAN
Executive Director of Human Resources



TED FORKER
President, CSEA Local 882



LEILA KIM
CSEA Labor Relations Specialist

11-12-2025

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Randy Milteer

November 12, 2025 – February 28, 2027

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the 12 day of November, 2025 by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Randy Milteer, 182 Camp Avenue, Merrick, New York 11566 (hereinafter referred to as "Milteer"):

WITNESSETH:

WHEREAS, Milteer, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport for the provision of photography and media services; and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on November 12, 2025 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Milteer.

3. Compensation.

For all services rendered by Milteer under this Agreement, the IVF shall pay Milteer a fee of \$40.00 per hour. All services to IVF shall be billed on a monthly basis in per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Milteer and submitted to the Publicity Department for processing.

4. Duties

Milteer shall provide the following services to IVF:

Milteer shall provide photography and media services for the Village of Freeport.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability.

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

8. Assignment.

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

9. Notices.

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

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

Randy Milteer
182 Camp Avenue
Merrick, New York, 11566

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

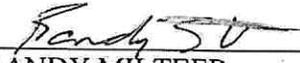
16. Conflicts of Interest

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

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

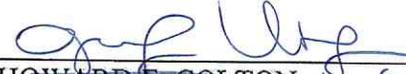
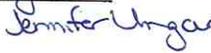
INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR



RANDY MILTEER

APPROVED AS TO FORM:

By: 
HOWARD E. COLTON 
Village Attorney
Deputy

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

To: Robert T. Kennedy, Mayor

From: Elizabeth Comerford, Superintendent of Recreation

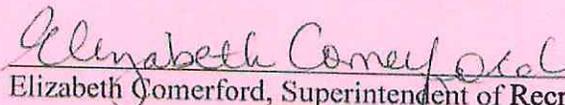
Date: December 8, 2025

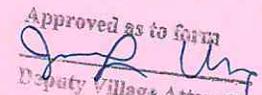
RE: Recreation Software System: RecDesk

In March 2025, the Recreation Center began using "RecDesk" as its recreation management system, which is used on a daily basis for every financial transaction, member check-in, and program registration. In the upcoming year, we hope to increase usage with online registration and reservations.

We would like to renew the contract with RecDesk for the upcoming fiscal year. The total annual cost for 2026/2027 is \$17,325, an increase of \$825 from last fiscal year.

It is my recommendation that the Mayor and Board of Trustees approve the annual subscription and hosting fees of RecDesk (300 Middlesex Plaza Middletown, CT 06457) in the amount of \$17,325 from March 1, 2026 through February 28, 2027. The budget code used would be A714004 542800 (Service Contract & Repairs), and there is adequate funding in the FYE 2027 budget.


Elizabeth Comerford, Superintendent of Recreation

Approved as to form

Deputy Village Attorney

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

WHEREAS, on December 2, 2024, the Board approved for the software subscription and hosting fees of RecDesk, 300 Middlesex Plaza, Middletown, CT 06457, in the amount of \$16,500 for a term from March 1, 2025 through February 28, 2026; and

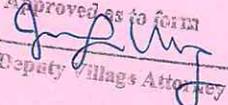
WHEREAS, the Recreation Center Manager is requesting Board approval for the annual renewal of the software subscription and hosting fees of RecDesk, 300 Middlesex Plaza, Middletown, CT 06457, in the amount of \$17,325 (an increase of \$825) for a term from March 1, 2026 to February 28, 2027; and

WHEREAS, the budget code used would be A714004 542800 (Service Contract & Repairs), and there is adequate funding in the FYE 2027 budget; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves, and the Mayor is hereby authorized to sign any documentation necessary to approve for the annual renewal of the software subscription and hosting fees of RecDesk, 300 Middlesex Plaza, Middletown, CT 06457, in the amount of \$17,325 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: Elizabeth Comerford, Recreation Center Manager December 4, 2024
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 2, 2024:

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to approve for the software subscription and hosting fees of RecDesk, 300 Middlesex Plaza, Middletown, CT 06457, in the amount of \$16,500 for a term from March 1, 2025 through February 28, 2026.

The Clerk polled the Board as follows:

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

cc:

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Elizabeth Comerford, Superintendent of Recreation
Date: December 9, 2025

**Re: Personal Service Agreement
Dorothea Geiger**

The Freeport Recreation Center would like to come to an agreement with Dorothea Geiger. Ms. Geiger will be teaching a Double Dutch program geared towards families throughout the year. The highlights of the program are as follows:

Contract Type: NEW X RENEWAL _____ AMENDMENT _____

Contract Term: January 1, 2026—February 28, 2027

Contract Rate: \$50.00 per hour

Sessions: Once a week on Saturdays from 11am-12pm throughout the year.

Description: This Double Dutch program will gather the whole family for a fun-filled hour of activity, laughter, and learning! The instructor will guide participants through Double Dutch basics, demonstrate simple, engaging routines and foster teamwork in a positive, supportive environment.

Classes: Saturdays from 11am-12pm throughout the year

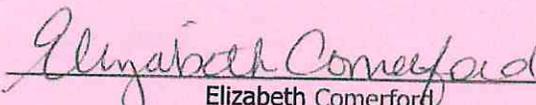
Compensation: The total fee to be paid to Ms. Geiger will be \$50.00 per hour with a cap of \$5,500.00 (Asking for a larger cap because we are in discussion of running a program for Camp kids in the summer).

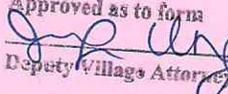
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants \$65 per session for Residents, and \$80 per session for Non-Residents. Each session is 8 weeks long.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

Dorothea Geiger
90 Hillside Ave.
Freeport, NY 11520


Elizabeth Comerford
Superintendent of Recreation

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 Freeport Recreation Center needs an individual to teach Double Dutch classes at the Recreation Center; and

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

WHEREAS, Dorothea Geiger, 90 Hillside Avenue, Freeport, NY 11520, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service for a term from March 1, 2026 to February 28, 2027, at an hourly rate of \$50.00, with a cap of \$5,500; and

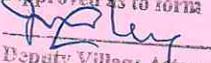
WHEREAS, these classes will each be conducted once a week; and

WHEREAS, funding for this program comes out of account A714004 545700 (non-employee salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves, and the Mayor is hereby authorized to sign any paperwork necessary to effectuate a Personal Services Agreement with Dorothea Geiger, 90 Hillside Avenue, Freeport, NY 11520, for a term from March 1, 2026 to February 28, 2027, at an hourly rate of \$50.00 with a cap of \$5,500.

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Dorothea Geiger

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 _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Dorothea Geiger, located at 90 Hillside Avenue, Freeport, NY 11520 (hereinafter referred to as "Dorothea Geiger"):

WITNESSETH:

WHEREAS, Dorothea Geiger, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of double Dutch classes for children and adults, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Dorothea Geiger.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Dorothea Geiger under this Agreement, the IVF shall pay Dorothea Geiger a fee not to exceed \$5,500. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Dorothea Geiger and submitted to the Freeport Recreation Center for processing.

5. Duties

Dorothea Geiger shall provide the following services to IVF:

Dorothea Geiger shall conduct double Dutch classes for children and adults at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

Dorothea Geiger
90 Hillside Ave.
Freeport, NY 11520

Attn: Village Attorney

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Conflicts of Interest

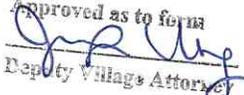
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Dorothea Geiger hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Dorothea Geiger

Approved as to form

Deputy Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Elizabeth Comerford, Superintendent of Recreation
Date: December 9, 2025

**Re: Personal Service Agreement
Tenise Lewis**

The Freeport Recreation Center would like to come to an agreement with Tenise Lewis. Ms. Lewis will be teaching an intro to fitness aerobic program for adults throughout the year. The highlights of the program are as follows:

Contract Type: NEW X RENEWAL _____ AMENDMENT _____

Contract Term: January 1, 2026—February 28, 2027

Contract Rate: \$50.00 per hour

Sessions: Once a week on Thursdays from 7pm-8pm throughout the year.

Description: Intro-Fitness is a full body aerobic exercise class that was created to help others begin their fitness journey, because every fitness journey starts with an intro.

Classes: Thursdays from 7pm-8pm throughout the year

Compensation: The total fee to be paid to Ms. Lewis will be \$50.00 per hour with a cap of \$4,000.00

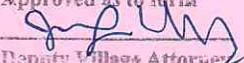
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants \$65 per session for Residents, and \$80 per session for Non-Residents. Each session is 10 weeks long.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries).

Tenise Lewis
73 East Ave. Apt 1
Freeport, NY 11520
(516) 850-7567


Elizabeth Comerford
Superintendent of Recreation

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 Freeport Recreation Center needs an individual to teach fitness aerobic program for adults throughout the year at the Recreation Center; and

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

WHEREAS, Tenise Lewis, 73 East Avenue, Apt 1, Freeport, NY 11520, possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service for a term from March 1, 2026 to February 28, 2027, at an hourly rate of \$50.00, with a cap of \$4,000; and

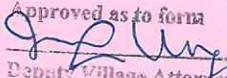
WHEREAS, these classes will each be conducted once a week; and

WHEREAS, funding for this program comes out of account A714004 545700 (non-employee salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approves, and the Mayor is hereby authorized to sign any paperwork necessary to effectuate a Personal Services Agreement with Tenise Lewis, 73 East Avenue, Apt 1, Freeport, NY 11520, for a term from March 1, 2026 to February 28, 2027, at an hourly rate of \$50.00 with a cap of \$4,000.

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Tenise Lewis

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 _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Tenise Lewis, located at 73 East Avenue, Apt. 1, Freeport, NY 11520 (hereinafter referred to as "Tenise Lewis"):

WITNESSETH:

WHEREAS, Tenise Lewis, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of a fitness aerobic program for adults, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2026 and shall terminate on February 28, 2027. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Tenise Lewis.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by Tenise Lewis under this Agreement, the IVF shall pay Tenise Lewis a fee not to exceed \$4,000. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Tenise Lewis and submitted to the Freeport Recreation Center for processing.

5. Duties

Tenise Lewis shall provide the following services to IVF:

Tenise Lewis shall conduct fitness aerobic classes at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

Tenise Lewis
73 East Avenue, Apt 1
Freeport, NY 11520

Attn: Village Attorney

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Conflicts of Interest

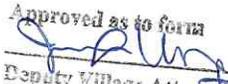
This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Tenise Lewis hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
Tenise Lewis

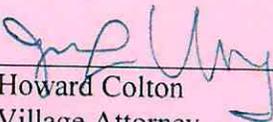
Approved as to form

Deputy Village Attorney

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Robert T. Kennedy
From: Howard Colton, Village Attorney
Date: December 22, 2025 (REVISED)
Re: Schedule a Public Hearing on January 13, 2026 - 2026/2027 Village Budget

Our office request a public hearing to be scheduled to consider the proposed 2026/2027 Village Budget, and further request the Village Clerk to publish the notice in the Freeport Herald.

If this meets with your approval, please place it on the Board of Trustees Agenda for a Public Hearing on January 13, 2026 at 4:30 PM.



Howard Colton
Village Attorney
By: Jennifer Ungar
Deputy Village Attorney

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that in accordance with §5-508.3 of the Village Law, a budget showing the revenues and expenditures for the Fiscal Year 2026/2027 has been prepared by the Mayor of the Incorporated Village of Freeport, and has been filed with the Village Clerk of the Incorporated Village of Freeport. A copy of the tentative budget will be available at the Office of the Village Clerk where any interested person may inspect it during office hours.

The Board of Trustees of the Incorporated Village of Freeport, New York, will conduct a public hearing on the 13th day of January, 2026 at the Municipal Building, 46 North Ocean Avenue, Freeport, New York, at 4:30 P.M., of the evening of that date, to consider the proposed budget of the Fiscal Year commencing March 1, 2026 and ending February 28, 2027.

At this hearing all persons interested will be given an opportunity to be heard.

Following is a schedule of salaries paid to the Mayor, Members of the Board of Trustees, and Village Justice:

Mayor	\$ 193,405.84
Trustee	\$ 36,461.48
Village Justice	\$ 93,834.70

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT,
ss: I, PAMELA WALSH BOENING, Village Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the said Board of Trustees, calling for a public hearing to be duly held in the Conference Room of the Municipal Building of the Village of Freeport, New York, on the 13th day of January 2026 at 4:30 P.M., in the evening, and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 29th day of December, 2025.

Pamela Walsh Boening, Village Clerk

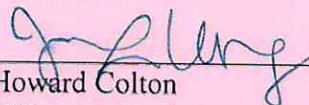
Dated: December 29, 2025
Freeport, New York

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Robert T. Kennedy
From: Howard Colton, Village Attorney
Date: December 22, 2025 (REVISED)
Re: Schedule a Public Hearing on January 13, 2026 –
Freeport Volunteer Fire Department for the furnishing of fire protection,
for the Fiscal Year 2026/2027

Our office requests a public hearing to be scheduled to consider the proposed contract between the Village and the Freeport Volunteer Fire Department for the furnishing of fire protection, for the Fiscal Year 2026/2027, for a fee of \$151,000 and further request the Village Clerk to publish the notice in the Freeport Herald.

If this meets with your approval, please place it on the Board of Trustees Agenda for a Public Hearing on January 13, 2026 at 4:30 PM.



Howard Colton
Village Attorney
By: Jennifer Ungar
Deputy Village Attorney

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that in accordance with provisions of the Village Law §4-412(3), a Public Hearing will be held by the Board of Trustees of the Incorporated Village of Freeport, New York, on the 13th day of January, 2026, at the Municipal Building, 46 North Ocean Avenue, Freeport, New York, at 4:30 P.M, in the evening of that date, to consider the proposed contract between the Incorporated Village of Freeport and the Freeport Volunteer Fire Department for the furnishing of fire protection within the Incorporated Village of Freeport for the Fiscal Year 2026-2027, for a fee of \$151,000.00.

At this hearing all persons interested will be given an opportunity to be heard.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT,
ss: I, PAMELA WALSH BOENING, Village Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the said Board of Trustees, calling for a public hearing to be duly held in the Conference Room of the Municipal Building of the Village of Freeport, New York, on the 13th day of January 2026, at 4:30 P.M., in the evening, and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 29th day of December, 2026.

Pamela Walsh Boening, Village Clerk

Dated: December 29, 2026
Freeport, New York