

AGENDA BOARD OF TRUSTEES' MEETING February 9, 2026

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' special budget meeting minutes from January 22, 2026.
- b) Request approval of the Board of Trustees' meeting minutes from January 26, 2026.
- c) Request approval of the Board of Trustees' special budget meeting minutes from January 28, 2026.
- d) Request approval of the Board of Trustees' special budget meeting minutes from January 30, 2026.
- e) Request approval of the public assembly permit application submitted on behalf of the Freeport Historical Society, to hold a reading of the Constitution on July 8, 2026, from 11:00 A.M. to 12:00 P.M., on the steps of Village Hall.
- f) Request approval of the revised decision of the Dangerous/Nuisance Buildings proceeding for 47 East Avenue.
- g) Decision of the honorary street naming application for the corner of Nassau Avenue and Suffolk Street to John Cochol Way.

2. ASSESSOR – Vilma I. Lancaster

- a) Request authorization to correct the 2025/2026 Final Assessment Rolls and retroactively add exemptions for the 2026/2027 Final Assessment Roll for Section 55, Block 370, Lot 195 a/k/a 38 Leonard Avenue due to a clerical error and for the Village Treasurer to issue 2025/2026 property tax bill and issue a refund in the amount of \$2,111.30 to the property owner.
- b) Request to renew the contract with Real Estate Assessment Group, Inc., 11 Buchanan Street, Freeport, New York 11520, from March 1, 2026 through February 28, 2027, not to exceed \$122,098, an increase of 2%.
- c) Request retroactive approval of the 2026/2027 court ordered Small Claims Assessment Review (SCAR) exemption reduction for Section 62, Block 114, Lot 002 a/k/a 201 W. Merrick Road, and for the Village Treasurer to issue LE Woodward Community Health Services in the amount of \$30.00

3. ELECTRIC DEPARTMENT – Eric Rosmarin

- a) Request to award RFP#26-1-ELEC-766 “Furnishing of Electrical Engineering Services to Freeport Electric” to David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, New York 11590, from March 1, 2026 through February 28, 2027, at \$115 per hour, not to exceed \$124,200, no increase from the previous contract.

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

- b) Request to extend the “Oil Testing Services” contract with Tribologik Corporation, 1212 172nd Street, Hammond, Indiana 46324, from March 1, 2026 through February 28, 2027, with no increase in pricing.
- c) Request to increase the contract with Duncan, Weinberg, et al., 1667 K Street, N. W., Suite 700, Washington, D.C. 20006, from \$100,000 to \$133,000, for the period March 1, 2025 through February 28, 2026.
- d) Request approval to renew the subscription for PowerTRX, from the American Public Power Association (APPA), 2451 Crystal Drive, Suite 1000, Arlington, Virginia 22202, from March 1, 2026 through February 28, 2027, in the amount of \$325.

4. POLICE DEPARTMENT – Michael J. Smith

- a) Request retroactive approval of the STOP-DWI grant contract between the Village of Freeport and the County of Nassau, effective January 1, 2026 through December 31, 2030, in the amount of \$75,000.

5. PUBLIC WORKS – Robert R. Fisenne

- a) Request to award the “2026 Supply of Car Tires” to Barnwell House of Tires Inc., 65 Jetson Lane, Central Islip, New York 11722, the lowest responsible bidder meeting bid specifications, from March 1, 2026 through February 28, 2027, in the amount of \$51,108.

6. VILLAGE ATTORNEY – Howard E. Colton

- a) Request approval of the negative declaration pursuant to authorizing the issuance of \$203,165 in bonds authorizing the Acquisition of Equipment for the Village Water Department (one backhoe and one compressor).
- b) Request approval of the negative declaration pursuant to authorizing the issuance of \$851,288 in bonds authorizing the Acquisition of Equipment for the Department of Public Works (five Ford 350 Trucks or the equivalent, one Plow Truck, and one Van).

7. VILLAGE COMPTROLLER – Alvin McDaniel

- a) Request to award RFP “Annual financial Report Submission Assistance” to Corporate Accounting Solutions LLC, 515 Broadhollow Road, Suite 800, Melville, New York 11747, from March 1, 2026 through February 28, 2027, in the amount of \$6,500.

8. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request resolution authorizing the issuance of \$203,165 in bonds authorizing the Acquisition of Equipment for the Village Water Department and for the Village Clerk to publish the required legal notice.
- b) Request resolution authorizing the issuance of \$851,288 in bonds authorizing the Acquisition of Equipment for the Department of Public Works and for the Village Clerk to publish the required legal notice.

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

9. WATER & SEWER – Robert R. Fisenne

- a) Request to award the “2026 Furnishing of Liquid Caustic Soda” requirements contract to Brenntag, 81 West Huller Lane, Reading, Pennsylvania 19605, the lowest responsible bidder meeting bid specifications, from March 1, 2026 through February 28, 2027, in the amount of \$291,350.

- b) Request to award the “2026 Furnishing of Sodium Hexametaphosphate” requirements contract to Chemrite, Inc, 5202 Belle Wood court, Suite 104, Buford, Georgia 30518, the lowest responsible bidder meeting bid specifications, from March 1, 2026 through February 28, 2027, in the amount of \$63,558.

- c) Request to award the “2026 Furnishing of Liquid Sodium Hypochlorite for Freeport Water Department” requirements contract to Twin County Swimming Pool Maintenance & Supply, 797 Conklin Street, Farmingdale, New York 11735, the lowest responsible bidder meeting bid specifications, from March 1, 2026 through February 28, 2027, in the amount of \$77,000.

COMMENTS PERMITTED ON AGENDA ITEMS

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: February 3, 2026

RE: Public Assembly
Applicant: Ellen Kelly
Organization: Freeport Historical Society
Date: July 8, 2026
Rain Date: None
Time: 11:00 A.M.
Set Up Time: 10:00 A.M.
Location: Village Hall Front Steps/Main Conference Room/Village Hall Rear Garden

Attached is a copy of a public assembly application submitted by Ellen Kelly, on behalf of the Freeport Historical Society, 350 S. Main Street, to hold a reading of the Constitution on Village Hall steps in honor of the nation's 250th anniversary on Wednesday, July 8, 2026, starting at approximately 11:00 A.M. If inclement weather, the reading will take place in the main conference room and after the reading (if permissible) an outdoor reception will be held in the garden behind Village Hall.

Included in the package are the recommendations from the Police Department, Department of Public Works, Fire Department, and Claims Examiner.



Pamela Walsh Boening
Village Clerk

Attachments

To process your Carnival/Festival/Bazaar ~ Public Assemblies Permit Application requesting the use of municipal property the Village of Freeport will need the information listed below. A confirmation of this information must be provided in writing, executed by someone in authority from the organization. (Attach additional sheets as necessary)

A) Will the Carnival/Festival/Bazaar occupy all or only a portion of the width of the property requested?

Front steps of Village Hall or
if bad weather Main Conference Room

B) List each ride.

Indicate type of ride, dimensions of same and space or square footage required for setup.

N/A

C) List the number and type of food vendor kiosks, booths or trailers. Include space needed for setup.

no vendors. possible
cookies/punch reception
to follow in garden behind Village Hall

D) List the number of support vehicles to remain on site such as transport trucks, employee housing trailers and generator units. Indicate the space or square footage required to park/stage such vehicles or units.

E) Total estimated dimension of space required to contain the full Carnival/Festival/Bazaar operation.

F) Are any animals included as part of the show/Carnival/Festival/Bazaar? If so indicate what type.

G) What is the estimated number of customers you expect daily? 100 ~~100~~

H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing.

N/A

I) List on site security that you intend to use. Include the number of security guards and the name and address of the agency you will employ if security is subcontracted.

N/A

J) List where pedestrian and vehicle traffic control such as barricades and blocked streets will need to be employed. Advise if you need or are requesting public works assistance for this.

N/A

K) Are any other public facilities or equipment to be utilized: _____ Yes/No
If yes, please describe and attach all related correspondence or permits that authorize their use.

possible reception to follow outdoors in garden behind Village Hall

L) Please describe any advertisement, banners, signs, or other attention getting devices or methods to be used in connection with this event:

M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

N/A

I hereby state that I have received a copy of Article III of Chapter 155, entitled "Noise Control", and I understand that I am required to comply with the same.

Ellen P Kelly

Signature

Sworn to before me this
30 day of December, 20 25

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2029

Lisa M Debourg

NOTARY PUBLIC

Chapter 155-39: Any person violating any of the provisions of this chapter shall be deemed guilty of a violation and, upon conviction thereof, shall be fined in an amount not exceeding \$750 for the first offense, \$1,000 for the second offense and \$2,000 for each offense thereafter or be imprisoned in the Nassau County Correctional Facility for a period not exceeding 15 days, or be subject to both such fine and imprisonment. Each day (twenty-four-hour period) such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. Any person under the age of 16 years who shall violate any of the provisions of this article shall be deemed to be a juvenile offender.

Insurance Requirement Notice:

You are informed that you must meet the following insurance requirements for this event:

Comprehensive General Liability Insurance (Broad Form), with the Inc. Village of Freeport named as additional insured for the entire policy period. Required Minimum Limits: \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 aggregate. A copy of the policy endorsement showing that the Inc. Village of Freeport is named as additional insured for this event is to be attached to the original certificate of insurance evidencing this coverage and must be in a form acceptable to the Inc. Village of Freeport.

All policies and certificates must provide that a minimum of ten (10) days prior notice will be given to the Village by registered mail for any cancellation or modification of the insurance.

Insurance companies providing the required insurance policies must be New York State admitted carriers, have a policy holders rating of A or better and a financial rating of at least "10" or better according to the current Best Insurance Rating Guide.

Contractual Liability coverage- All vendors providing amusements (ie: rides, live animals) for this event must also comply with all of the above mentioned insurance requirements.

The hold harmless cited below, is to be copied onto the applicant group's letterhead and signed by a representative of the festival sponsor/ride concessionaire, notarized and must be attached to application.

Insurance Requirement Notice (continued):

_____, agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees
(Name of applicant or contracted operator)
and elected and appointed officials against loss or expense by reason of the liability imposed by laws upon the Village for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of _____ in Freeport, by _____, whether or not such
(Name of municipal property/location) (Name of municipal property/location)
injury to persons or damage to property are due or claim to be due to any negligence _____
(Name of applicant or contracted operator)
of _____ or contracted operator their employees or agents
(Name of applicant or contracted operator)

Sign: _____ Date: _____
(Name of representative and company name)

The above-mentioned insurance must be provided by all sponsors and ride concessionaires involved in this event.

Signature _____
Applicant

Sworn to before me this _____
day of _____ 20 ____

Notary

Application Approved: _____ **Application Denied:** _____

By: _____



The Freeport Historical Society
 350 South Main Street, Freeport, NY 11520
 516.623.9632

December 30, 2025

To: Village Clerk, Incorporated Village of Freeport

Re: Permit Application for sponsored event July 8, 2026

The Freeport Historical Society agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and elected or appointed officials against loss or expense by reason of the liability imposed by law upon the Village for damage because of bodily injuries, including death at any time resulting there from, sustained by any person or persons including employees or on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of Freeport Municipal Building property in Freeport by The Freeport Historical Society.

Sign: Ellen R Kelly Date: 12/30/2025

The above mentioned insurance must be provided, by all sponsors involved in this event.

Signature Ellen R Kelly
 Applicant

Sworn before me this 30
 Day of December 2025

Lisa M Debourg
 Notary

LISA M DEBOURG
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01DE6294362
 Qualified in Nassau County
 My Commission Expires December 16, 2029

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

**Michael Smith
Chief of Police**

**40 N. Ocean Av, Freeport, New York 11520
(516) 378-0700**

**TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Joseph China
DATE: 11/13/2025**

**RE: 250th Celebration Reading: 46 N Ocean Ave Front Steps
(Event to take place on the village property of said location)
Date: Wednesday July 8, 2026
Time: 11:00 p.m.
Rain Date: None**

After reviewing the attached Public Assembly/Event Permit Application I am informing you that I conditionally approve this permit. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Once the Board approves, the permit is valid.

I do not anticipate there will be any police overtime costs incurred due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,



Joseph China
Deputy Chief of Police

RECEIVED

2026 JAN -9 | A 11: 28

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

Freeport Police Department Parade and Public Assemblies Permit

A parade/public assemblies permit has been issued to the named applicant and other named representatives on behalf of Freeport Historical Society 350 S Main St

Freeport New York 11520 (516)623-9632
City State Zip Telephone #

as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and it's representatives. The conditions are:

EVENT: 250TH CELEBRATION READING

LOCATION: 46 N OCEAN AVE (FRONT STEPS)

DATE: WEDNESDAY, JULY 8, 2026

Time: 11:00 AM

RAIN DATE: NONE

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinance.
2. Physical barriers can not be used to block roadway.
3. Participants will shut down and clear the location immediately after the event time without prompting from police or village officials.
4. Applicant: Ellen Kelley 237 Lena Ave Freeport NY 11520 (516)623-6307

This parade/public assemblies permit must be available to be submitted for inspection by any Freeport Police Officer on the date and times of the parade. (Photocopies are permitted)

THE PARADE/PUBLIC ASSEMBLIES PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

Please note the parade/public assemblies permit may be revoked by the Chief of Police, or designated representative, at any time prior to or during the parade for violation of Freeport Village Code Section 155-67.

Issued by Deputy Chief Joseph China 01/07/2026
Rank Name Signature Date

CC to: X Mayor X Village Attorney X Fire Chief X Public Works X Postmaster
X Affected Public Transportation Utilities Other: _____

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

TO: Pamela Walsh Boening, Village Clerk

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

DATE: January 28, 2026

RE: Public Assembly

Applicant: Ellen Kelly
Organization: Freeport Historical Society
Date(s): July 8, 2026
Time: 11:00 A.M.
Location: Village Hall Front Steps/Main Conference Room/Village Hall
Rear Garden

I have reviewed the above-referenced Public Assembly Application submitted. I am conditionally approving this permit with my approval conditioned upon this matter being brought to the Mayor and Board of Trustees for final approval. Please advise me when a decision has been made.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

RECEIVED
2026 JAN 29 12:13
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

Pamela Boening

From: Raymond Maguire
Sent: Thursday, January 29, 2026 4:50 PM
To: Pamela Boening
Subject: RE: 7.8.2026 250th celebration

I have reviewed the Carnival Festival Bazaar Public Assembly Permit application for July 8, 2026 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties. The applicant indicates that they will be utilizing the Village Hall Steps. They do not indicate that they will be blocking any streets. Applicant(s) should be cognizant of maintaining access to the area if an Emergency exists.

Please remind the applicant(s) that access to the area must be made available for Emergency equipment. Therefore, physical barriers should be discouraged.

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

Ray Maguire

Raymond F. Maguire
Executive Director
Freeport Fire Department
Office: 5163772190
Cell: 5166801801
Fax: 5163772499

From: Pamela Boening <pboening@freeportny.gov>
Sent: Monday, January 26, 2026 10:01 AM
To: Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>
Cc: Barbara Sakovich <btvillageoffice@gmail.com>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>
Subject: FW: 7.8.2026 250th celebration

Please send recommendation.

From: Pamela Boening
Sent: Friday, January 2, 2026 2:19 PM
To: Mike Smith <smithm@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Donnie Ethier <ethierd@freeportpolice.org>; Joseph China <chinaj@freeportpolice.org>; Mary Muldowney <muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 7.8.2026 250th celebration

Pamela Boening

From: Christine Maguire
Sent: Thursday, January 15, 2026 4:47 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 7.8.2026 250th celebration

The insurance is approved for the 7.8.2026 250th celebration

Regards,

Christine Maguire
Claims Examiner
Human Resources
Inc. Village of Freeport
516-377-2293

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, January 15, 2026 4:07 PM
To: Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Barbara Sakovich <btvillageoffice@gmail.com>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
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Cc: Donnie Ethier <ethierd@freeportpolice.org>; Joseph China <chinaj@freeportpolice.org>; Mary Muldowney <muldowneym@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: 7.8.2026 250th celebration

Please send recommendation.

Thanks,

Pamela Walsh Boening
Village Clerk

46 N. Ocean Avenue
Freeport, N.Y. 11520
516-377-2254

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

DATE: December 15, 2025

A hearing was noticed for January 13, 2026, in the Board of Trustees Conference Room for a determination pursuant to Freeport Village Ordinance §128-59 (Property Maintenance Requirements), §128-60 (Maintenance Standards), and §128-63 (Nuisances and Abatement) as to the condition of the property located at 47 East Avenue, Freeport, New York. The property owner of record, Scientific Options LLC was noticed, as well as varying financial institutions with a potential interest in the property. No one appeared. This property was previously scheduled for a hearing December 1, 2025. At that time, Building Inspector Scott Braun explained that this was a property where an application was filed in 2021 to repair the home, but before the permits were issued, the contractor basically demolished the entire house. They have an obligation to maintain a fence around the property, which keeps falling down. They also have a second fence around the foundation because, at this point in time, the foundation is basically a hole. These fences continue to be compromised, creating a safety concern with the foundation. As an update at the January 13, 2026 hearing, Deputy Village Attorney Robert McLaughlin explained that a fence has been installed around the property, but that the foundation is still a hole in the ground.

A motion was made, seconded and carried for the Village to hire personnel to backfill in the foundation to prevent any health and safety issues.

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



INCORPORATED VILLAGE OF FREEPORT
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520

HONORARY STREET NAMING APPLICATION
\$50.00 Application Fee

*Return to the Village Clerk's Office

APPROVED:

Department of Public Works Date: _____

Board of Trustees Date: _____

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

2023 JAN - 8 A 10:59

RECEIVED

1. APPLICANT INFORMATION

*Please print clearly

Applicant's Name: Robert Scavelli

Family or Association: Best Friend

Street Address: 42 East 2nd Street

Telephone: 516-301-0256 E-mail: RobertScavelli@yahoo.com

2. HONORARY NAME REQUEST

NAME OF HONOREE: John Cochol

(As it would appear on the Street Name Sign)

LOCATION: Nassau Ave.

INTERSECTING STREETS AT EACH END OF THE REQUESTED AREA:

Suffolk St. - Dead end street

Reason for requesting honorary street designation:

Childhood and longtime resident of Freeport
Parents live on block and walk South Freeport
Twin brother, loving husband and father
Role model for younger generations - spread positivity
through brain cancer diagnosis over lifetime
Freeport High School graduate
Devoted member of Freeport community

3. LIST ALL FREEPORT ORGANIZATIONS AND ANY POSITIONS THE INDIVIDUAL HELD WITHIN THEM, INCLUDING THE START AND END DATES:

Freeport Public Schools
Freeport Football (captain 2003) LI Champs
Select Chocolate
National Honor Society

4. MAP OF LOCATION ENCLOSED (circle one): YES/NO

SIGNATURE OF APPLICANT:

Printed name of Applicant: Robert Scavelli

Signature of Applicant: Robert Scavelli Date: 12/23/25

Address of Applicant: 42 East 2nd Street Freeport

Email of Applicant: Rob.Scavelli@yahoo.com

**Biography for Honorary Street Naming
Nassau Avenue, Freeport, New York
In Honor of John Cochol (1986–2025)**

John Joseph Cochol was a lifelong son of Freeport, New York, whose character, leadership, and courage left an enduring impact on his community. Born and raised in Freeport, John grew up on Nassau Avenue, the very street proposed for this honorary naming where his parents still reside today. This block was central to his upbringing, identity, and values, making Nassau Avenue uniquely and profoundly significant to his life and legacy.

A graduate of Freeport High School, John exemplified academic excellence, school pride, and leadership. He was a member of the National Honor Society and Select Chorale, reflecting his commitment to both scholarship and the arts. As a standout athlete, John served as captain of the Freeport High School Red Devils football team and led the team to the state championship title in 2003. His leadership on and off the field embodied discipline, teamwork, and perseverance, and he served as a role model for younger students and athletes throughout the district.

John's devotion to Freeport extended far beyond his school years. He remained deeply connected to the neighborhood surrounding Nassau Avenue and the Nautical Mile, where he was a familiar and beloved presence. He carried with him the values instilled by his community; showing up for others, lifting people up, and fostering a sense of belonging wherever he went. His life reflected the cultural and social spirit of Freeport: proud, resilient, and rooted in community.

Perhaps John's most extraordinary contribution was the example he set through his courageous nine-year battle with brain tumors. Facing multiple surgeries and treatments, he met every challenge with grit, humor, and unwavering love for his family and community. His strength in the face of adversity inspired countless people, particularly young athletes and families, demonstrating resilience, hope, and grace under the most difficult circumstances. Through his journey, John became a living testament to perseverance and the power of the human spirit, an extraordinary contribution in the service of humanity.

Professionally, John rose to serve as Senior Vice President of Club Services at the United Soccer League, where his leadership, integrity, and ability to make others feel seen and valued left a lasting impact. Yet no matter where life took him, Freeport remained his foundation. The lessons he learned growing up on Nassau Avenue shaped his leadership style, his compassion for others, and his commitment to community.

Naming Nassau Avenue in honor of John Joseph Cochol would hold deep and lasting meaning, not only for the Village of Freeport, but for his living twin brother, Bryan; his sister Janine; his beloved wife, Ashley; his son, Brett; his parents Warren and Amy; and the many friends, neighbors, and loved ones whose lives he touched. For them, and for the community at large, being able to walk the block where John grew up and see his name displayed permanently would be a powerful and tangible tribute to a life well lived. It would ensure that future generations learn his name and the values he represented: leadership, resilience, loyalty, and love.

An honorary naming of Nassau Avenue would serve as a permanent reminder of a Freeport native who made a demonstrable and significant impact on his community and whose legacy continues to inspire. John Joseph Cochol's life enriched the cultural, educational, and social fabric of Freeport, and honoring him on the street that shaped him is a fitting and enduring tribute to a true Freeport original.



MANCH AVE
ST MARKS AVE
WESTSIDE AVE

BRYANT ST

PROSPECT ST

S LONG BEACH AVE

Water Front Park

S LONG BEACH AVE

NASSAU AVE

Woodcliff
Sailing Pier

SUFFOLK ST

MILLER AVE

S OCEAN AVE

Prime on
the mile

NAUTICAL
MILE

Puerto Plata
Seafood On
The Water

GUY LOMBARDO AVE

The Bayview

JEFFERSON ST

LAYTON ST

MARTHA ST

NORTON ST

OVERTON ST

POLK ST

ROBERT ST

GRANT ST

VAN BUREN ST

TYLER ST

HUBBARD AVE

HOWARD AVE

Jeffstar Marina

FRONT ST

ANCHORAGE WAY

HUDSON AVE

Meiko Marina

OCEAN WATCH CT

W FOURTH ST

TODAY'S DATE: 1/08/26

CONTROL BATCH # 82028 DATE 01/08/2026
BATCH # 25508 TIME 10:40
RECEIPT # 644026 TELLER # 255
CHECK # OFFICE # 1

ROBERT SCAVELLI
MISC GENERAL FUND

Pat 50.00

Payment Received:

CASH 50.00

Total Received 50.00

Less Payments 50.00

Cash Back .00

THANK YOU FOR YOUR PAYMENT

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

WHEREAS, Robert Scavelli has requested an honorary street renaming at the corner of Nassau Avenue and Suffolk Street to "John Cochol Way"; and

WHEREAS, the Board of Trustees has reviewed the application, noting John Cochol's involvement in the Freeport Public Schools, Freeport Football, Select Chorale, and the National Honor Society; and

WHEREAS, the Board of Trustees recognizes and appreciates the many contributions John Cochol made to the Freeport community and the lasting impact of his service and dedication; and

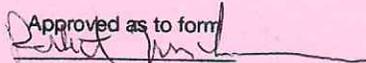
WHEREAS, the Board of Trustees evaluates all honorary street renaming requests based on established municipal criteria, public safety considerations, and the long-term impact on the Village's street identification system; and

WHEREAS, after careful deliberation, the Board has determined that the request does not meet the current necessary requirements for a secondary honorary designation at this time; and

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees hereby denies the request for the honorary renaming of the Nassau Avenue and Suffolk Street to "John Cochol Way".

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

Incorporated Village of Freeport
INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: January 28, 2026
RE: Request to correct the 2025/2026 Final Assessment Roll Veterans Eligible Funds Exemption (41101) and refund amount per Directive dated 10/28/2025

Permission is requested for the Assessor to correct and add to the 2025/2026 Final Assessment Roll Veterans Eligible Funds Exemption (41101) and correct the refund amount of \$594.67 that was requested on the 10/27/25 Directive for premise address - 38 Leonard Ave and SBL 55-370-195.

The clerical error was due to an indenture that was filed on 12/27/2023 and recorded 1/16/24 granting a life estate to the Grantor Margaret McCoy who is alive and the exemption was removed in error. Resulting in the property owner paying taxes for 2025 in the amount of \$3,191.19 and a collection fee of \$79.78 totaling \$3,270.97. The property owner should have paid \$1,159.67 which is a combination of refuse and taxable amount (\$565 + \$594.67) for 2025 tax year. The refund amount to the property owner is \$2,111.30.

Where an assessed value amount is entered on an assessment roll erroneously on a parcel, it is a clerical error RPTL §550(2)(e). The error can be corrected by the Board in accordance with the provisions of RPTL §552.

Permission is further requested that the Board authorize a retro-active permission to add the Veterans eligible Fund Exemption 41101 for 2026/2027 Final Assessment Roll. The Village Treasurer to process the erroneous restored tax bill for 2025 and issue corrected tax bill for 2025/2026 tax year. The Assessor will correct the 2025/2026 Final Assessment Rolls and prepare the refund claim form once the Board approves the 2025 refund year for the property owner to sign.

Note
10/27/2025 Directive Attached


Vilma I. Lancaster
Village Assessor

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

WHEREAS, on October 27, 2025, the Board retroactively approved the changes recommended by the Assessor to be made to 2025/2026 Final Assessment Roll and that the Assessor will prepare the refund claim form in the amount of \$594.67 for the 2025/2026 tax year for the property owner to sign for their refund; and

WHEREAS, permission is hereby requested by the Assessor to correct and add to the 2025/2026 Final Assessment Roll Veterans Eligible Funds Exemption (41101) and correct the refund amount of \$594.67 that was requested on the 10/27/25 Directive for premise address - 38 Leonard Ave and SBL 55-370-195; and

WHEREAS, the clerical error due to an indenture that was filed on 12/27/2023 and recorded on 1/16/24 granting a life estate to the Grantor Margaret McCoy who is alive and the exemption was removed in error; and

WHEREAS, resulting in the property owner paying taxes for 2025 in the amount of \$3,191.19 and a collection fee of \$79.78, totaling \$3,270.97; and

WHEREAS, the property owner should have paid \$1,159.67 which is a combination of refuse and taxable amount (\$565 + \$594.67) for 2025 tax year; and

WHEREAS, the refund amount to the property owner is \$2,111.30; and

WHEREAS, this clerical error may be corrected by the Board in accordance with the provisions of the Real Property Tax Law; and

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemption be corrected to the 2025/2026 Final Assessment Roll; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the corrected changes recommended by the Assessor to be made to the 2025/2026 Final Assessment Roll and that the Village Treasurer be authorized to issue a refund to Margaret McCoy in the amount of \$2,111.30.

The Clerk polled the Board as follows:

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

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

DIRECTIVE

TO: Vilma I. Lancaster, Village Assessor

October 28, 2025

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 27, 2025:

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

WHEREAS, on November 4, 2024, the Board retroactively approved the changes recommended by the Assessor to be made to the 2024/2025 Final Assessment Roll and that the Treasurer issue a corrected tax bill; and

WHEREAS, permission is hereby requested by the Assessor to correct and add back the Veteran Eligible Funds (41101) exemption to premise address - 38 Leonard Ave (55-370-195) in the 2023/2024, 2024/2025 as per the Directive, and in the 2025/2026 Final Assessment Roll; and

WHEREAS, the clerical error occurred when the Assessor's Office was updating the sales records of the Village in October of 2024 to finalize the 2025/2026 Final Assessment Roll; and

WHEREAS, the clerical error was based on the ownership of the property and it was later determined that it was a Life Estate Deed; and

WHEREAS, the property owner paid the correct amount in 2023 and 2024 taxes and overpaid 2025 tax; and

WHEREAS, this clerical error may be corrected by the Board in accordance with the provisions of the Real Property Tax Law; and

WHEREAS, listed below will be the correct status of the property:

S / B / L	Premise Address	Assessed Value	Exemption Code /Exemption AV	Exemption Refund Amount (Total AV Less Exemption Equals Refund AV Amount)	Refund Exemption AV (Tax Rate .61561)
55/370/195	38 Leonard Ave	4,266	41101 / Veterans Eligible Funds Exempt	2025 -4,266 - 3,300 Refund Exemption AV 966	2025 - \$594.67

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

			AV 3,300		
--	--	--	----------	--	--

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemption be corrected to the 2025/2026 Final Assessment Roll as listed above; and

WHEREAS, there will be a refund due in the amount of \$594.67; and

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to 2025/2026 Final Assessment Roll and that the Assessor will prepare the refund claim form in the amount of \$594.67 for the 2025/2026 tax year for the property owner to sign for their refund.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Trustee Butler	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
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	<u> </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: January 20, 2026
RE: Real Estate Assessment Group Inc. Contract 3/1/2026 - 2/28/2027

The Assessment Department is requesting to renew the contract for 3/1/2026 - 2/28/2027 Fiscal Year with Real Estate Assessment Group, Inc., due to their extensive knowledge of Freeport Residential and Commercial Properties. Their knowledge has assisted the Village in SCARS and Tax Certiorari proceedings along with his background in Building Department requirements related to permits and cost of projects.

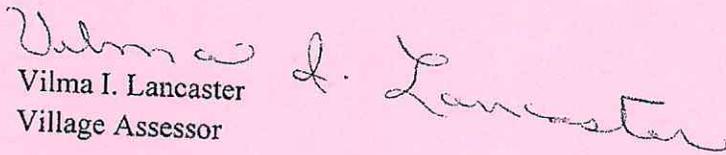
REAG has worked for the Village for the past 12 years. Their extensive knowledge of Commercial and Residential appraisals has reduced the number of grievances and refund amounts that we pay to the legal firms and property tax reduction companies.

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

The professional services performed by Real Estate Assessment Group Inc. are specialized skills and are therefore exempt from competitive bidding requirements of General Municipal Law. The expenses for this service are paid from account A193004 545500 - Judgments & Claims. The current contract was for twelve months to remain in line with the Village's fiscal year of 2025 - 2026 and the request for 2026 - 2027 is an increase of 2% from the current fee and not to exceed \$122,098 and the contract is adjusted to state a monthly rent of \$400 for the use of his office space and REAG agrees to pay. Use of this office space shall only be for work related to this contract. The request equates to a minimum of 1,248 hours for a twelve months period @ a rate of \$97.83 per hour and that includes various out of pocket expenses. There are no additional

hours billed or paid should Real Estate Assessment Group, Inc. spend more time with the Assessment Department during the twelve months.

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


Vilma I. Lancaster
Village Assessor

Note: 2025/2026 Contract and Directive Attached

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

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

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

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

WHEREAS, the Village requires the services of someone with a background in commercial and residential appraisals with extensive knowledge of Village properties as well as the SCAR procedure to keep these functions in-house; and

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

WHEREAS, Real Estate Assessment Group, Inc. (REAG), 11 Buchanan Street, Freeport, New York 11520, has the tools and expertise to adequately perform such services; and

WHEREAS, these services will be performed pursuant to an agreement beginning on March 1, 2026 and ending on February 28, 2027 for a fee not to exceed \$122,098 to be billed at the rate of \$97.83 per hour with a cap of 1,248 hours, an increase of 2% from the current fee; and

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

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

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Assessor, Vilma Lancaster, the Board hereby approves, and the Mayor is hereby authorized to execute a Consulting Agreement with Real Estate Assessment Group, Inc., 11 Buchanan Street, Freeport, New York 11520 beginning March 1, 2026 and ending on February 28, 2027 for a not to exceed cost of \$122,098 subject to the following restriction:

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

The Clerk polled the Board as follows:

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

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Real Estate Assessment Group, Inc.

March 1, 2026 to 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 _____ 202____, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF" or "the Village"), and Real Estate Assessment Group, Inc., located at 11 Buchanan Street, Freeport, New York 11520 (hereinafter referred to as "REAG"):

WITNESSETH:

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

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

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

TERMS AND CONDITIONS

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

1. *Employment.*

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

2. *Term.*

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

3. *Compensation.*

For all services rendered by REAG under this Agreement, the IVF shall pay the Consultant a fee of \$122,098.00 to be billed at the rate of \$97.83 per hour with a cap of 1,248 hours. All services to IVF and any and all submitted claims for payment shall be accompanied by an itemized listing of the services rendered and the dates and times on which they were rendered. If REAG has any conflict of interest, as determined by the Office of the Village

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

3a. *Rent*

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

4. *Duties.*

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

The nature of the services to be rendered includes:

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

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

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

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

5. Extent of Services.

REAG shall devote such time, attention and energies to IVF as needed in order to accomplish the task outlined hereto, under the direction of the Village Assessor, but not to exceed the amount of \$122,098.00 for the contracted period.

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

6. No Participation.

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

7. Hold Harmless.

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

8. Non-Disclosure.

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

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

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

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

9. Death or Disability.

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

10. Assignment.

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

11. Notices.

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

12. Documents

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

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

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

12. *Entire Agreement and Waiver.*

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

13. *Amendments.*

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

14. *Parties in Interest.*

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

15. *Severability.*

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

16. *Subject Headings.*

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

17. *Applicable Law.*

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

18. *Miscellaneous.*

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

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

INCORPORATED VILLAGE OF FREEPORT

BY:

ROBERT T. KENNEDY, MAYOR

Real Estate Assessment Group, Inc.

BY:

MARK DAVELLA

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

*Approved
For
2/9/26
By Axel Mackay*

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: February 4, 2026

RE: 2026 SCARS Decision for LE Woodward Community Health Services – 62/114/002

Request a retro-active approval from the Village Board for the Assessor to add the nonprofit exemption code 25120 to 62/114/002 - LE Woodward Community Health Services to the 2026/2027 Final Assessment Roll. The exemption was removed after the renewal application was untimely. The application was due on or before 10/1/25 deadline and due to the untimely application, the renewal was denied.

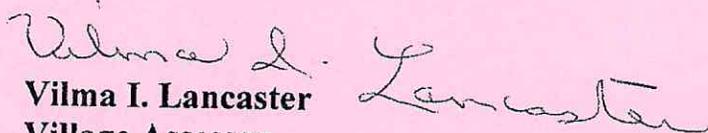
To start the process, a Freeport Grievance form RP-524 was completed and provided to Freeport. A Board of Review meeting was requested by the petitioner to attend on 11/18/2025 for the complaint. The Board of Review on issues of exemptions cannot make decisions but will recommend that a RPTL 730 SCARS Petition form be filed with a \$30 filing fee to obtain an index number from the County Clerks' Office. Also, included is the RP524, Village denial letter and renewal exemption form.

The request was submitted by the Petitioner to Nassau County Supreme Court, 100 Supreme Court Drive, Library 2nd floor, Mineola, NY for the Hearing Officer to hear and make the decision to grant the nonprofit exemption code 25120 for the Village of Freeport 2026/2027 Final Assessment Roll. The hearing was held on 1/29/2026 pursuant to Title 1-A of the Real Property Tax Law. The Village received the SCAR Decision on Tuesday, 2/3/2026 to grant the nonprofit exemption Code 25120 LE Woodward Community Health Services - 62/114/002. The exemption will be entered into PAS assessment system to be rolled over to taxes before the Village issues the 2026/2027 Tax Levy on Freeport properties.

SCAR Petitioner	SBL/ Location	2026 Removed Exemption AV	SCAR 2026 Added Exemption AV	Award Fee	Total Refund to Petitioner as per SCARS Decision
LE Woodward Community Health Services	62/114/002 / 201 W. Merrick Rd	25120/ (310,450)	25120/ 310,450	\$30	\$30

Claim Form will be prepared for 2026 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval. Listed is the \$30 award cost along with an attachment of petitioner for 2026 SCAR decision per court order pursuant to Section 730 of the Real Property Tax Laws.

Permission is requested for the Village Treasurer to refund the Award Fee as stated above per court ordered decisions.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, the Village Assessor requests a retro-active approval from the Village Board for the Assessor to add the nonprofit exemption code 25120 to 62/114/002 - LE Woodward Community Health Services to the 2026/2027 Final Assessment Roll; and

WHEREAS, the Village Assessor received a court-ordered Small Claims Assessment Review (SCAR) to grant the nonprofit exemption Code 25120 LE Woodward Community Health Services:

SCAR Petitioner	SBL/ Location	2026 Removed Exemption AV	SCAR 2026 Added Exemption AV	Award Fee	Total Refund to Petitioner as per SCARS Decision
LE Woodward Community Health Services	62/114/002 / 201 W. Merrick Rd	25120/ (310,450)	25120/ 310,450	\$30	\$30

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review, comprised of members of the Board of Trustees, is hereby authorized to retroactively approve the court-ordered Small Claims Assessment Review (SCAR) to add the nonprofit exemption code 25120 to 62/114/002, and authorizes the Village Treasurer to issue a refund to LE Woodward Community Health Services, in the amount of \$30.00.

The Clerk polled the Board as follows:

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



SMALL CLAIMS ASSESSMENT REVIEW (SCAR) Decision of the Hearing Officer

UCS 901N
Rev: 9/2024

INSTRUCTIONS

Complete within 30 days of date of hearing. Send the original to the assessment review clerk.

Date of hearing: 01/29/2026

Date settled: _____

Part 1 - CASE IDENTIFICATION

Supreme Court, County of Nassau

Assessment Review Filing Number AR25300069 Calendar Number 1

Name of owner(s) L E Woodward Community Health Service

Address 201 W. Merrick Road

City Freeport State New York Zip Code 11520

Assessing Unit Village of Freeport

Tax Map Number _____ Section 62 Block 114 Lot 00020

PAR-ID _____ Additional Lots _____

Part 2 - DECISION

Disposition (Select 1, 2, 3, 4, or 5)

1. Disqualified (check appropriate box below)
 - a. More than three family
 - b. Not owner-occupied
 - c. Property not used exclusively for residential purposes
 - d. Cooperative
 - e. Condominium, other than a condominium designated as Class I in Nassau County or as a "homestead" in an approved assessing unit
 - f. Did not file with Board of Assessment Review
 - g. Did not file within 30 days of filing of final roll
 - h. Other, state reason _____

Notice of Disqualification and Right to Judicial Review

If one or more of the reasons set forth in numbers 1a through 1h (above) is checked, this petition did not qualify for review under the Small Claims Assessment Review Program pursuant to Section 730 of the Real Property Tax Law. Pursuant to Section 733 of the Real Property Tax Law, you may seek judicial review of the disqualification of this petition within 30 days of receipt of this notice.

	Final Assessment Roll	Claimed Assessment	Decision By Hearing Officer
2. <input type="checkbox"/> Unequal assessment	\$	\$	\$
3. <input type="checkbox"/> Excessive assessment	\$	\$	\$
4. <input type="checkbox"/> No change in assessment	\$	\$	\$
5. <input type="checkbox"/> Settled pursuant to an agreement of both parties	\$	\$	\$

Award of Costs

Costs awarded to the petitioner, to be paid by the assessing unit in the amount of \$ 30.00

Note to Hearing Officer: If the decision reduces the assessment by 50 percent or more of the claimed reduction in assessment, you **MUST** award costs of \$30.00. If the decision reduces the assessment by less than 50 percent of the claimed reduction in assessment, you **MAY** award costs of up to \$30.00.

Notice of Required Action by Assessing and Taxing Jurisdictions: This decision grants your petition in whole or in part. The assessment will be changed, if possible, before the levy of taxes, or a refund of taxes will be made within 90 days of the date of this decision. Attached is a list of the name(s) of the person(s) or department(s) in this county responsible for taking this action. Compare the names of the taxing jurisdictions listed in PART III of your petition with the name(s) listed in the attachment to determine the appropriate person(s) or department(s) to be contacted, if the need arises.

State below, the findings of fact concerning the assessment, and the basis for your decision.

On November 7, 2025, the Petitioner, which is a school for individuals with physical and mental challenges, filed a renewal application regarding a tax exemption for Nonprofit Organizations pursuant to RPTL 420-a. On November 10, 2025, this application was denied by the Village of Freeport [hereinafter the Village]. The Petitioner thereafter commenced the within proceeding seeking review of that denial.

On January 29, 2026, a hearing was held before the undersigned at which time the Village stated the sole basis of its denial was that the application was untimely having been filed after the applicable tax status date of October 1, 2025. At the hearing, the Petitioner explained, to my satisfaction, that the late filing was occasioned by circumstances beyond its control, including delays in receiving critical financial documentation in the form of tax returns and a Consolidated Fiscal Report. I further note that the Petitioner has been receiving the requested exemption for 68 years and this fact, coupled with the Village's assertion that its only basis for denial was lateness, eliminates any issues as to the Petitioner's eligibility.

Based upon the foregoing, I hereby grant the Petitioner's application for a Nonprofit Organizations Tax Exemption.

HEARING OFFICER

Name MARY B. SAMENGA, ESQ.
Address 100 SUPREME COURT DRIVE
City MINEOLA State NY Zip Code 11501

Signature



INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 23, 2026
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: RFP #26-1-ELEC-766
Furnishing of Electrical Engineering Services to Freeport Electric – FY 2027

By the due date, January 16, 2026, the Electric Department received four responses to its advertisement for Furnishing of Electrical Engineering Services to Freeport Electric. As seen in the table below, David A. Yigdal, P.E., submitted the lowest responsive and responsible proposal.

Proposer	Cost Per Hour	Hours Per Year	Total Amount per Year
David A. Yigdal, P.E. Consulting Engineer 158 Shady Lane Westbury, NY 11590	\$115.00	1080	Not to Exceed \$124,200.00
Waldron Engineering of NY, PC	\$184.00	1080	\$198,716.00
PL Engineering P.C.	\$325.00	1080	\$351,000.00
Lizardos Engineering Assoc. DPC	\$350.00	1080	\$378,000.00

Mr. Yigdal was awarded the engineering services contract for the March 1, 2025 to February 28, 2026 period at a rate of \$115.00/hr. The rate for March 1, 2026 to February 28, 2027 remains the same at \$115.00/hr.

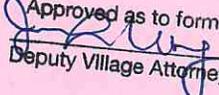
Therefore, it is the recommendation of the Superintendent of Electric Utilities that RFP #26-1-ELEC-766 – Furnishing of Electrical Engineering Services to Freeport Electric be awarded to the responsive and responsible proposer with the lowest price: David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 for the cost of \$115.00/hr., not to exceed \$124,200.00 for a term running from March 1, 2026 to February 28, 2027. The cost for these services shall be charged to various accounts including E7411020 574000 and E7414204 574000.


Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachment

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

Approved as to form

Deputy Village Attorney

Jenell Muir, Mayor's Office
Alvin McDaniel, Comptroller

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

WHEREAS, on December 29, 2025, the Board authorized the Village Clerk to publish a Notice for Request for Proposals for the “Furnishing of Electrical Engineering Services to Freeport Electric”, RFP #26-1-ELEC-766; and

WHEREAS, by the due date, January 16, 2026, the Electric Department received (4) four responses to its advertisement; and

WHEREAS, the proposers are as follows:

Proposer	Cost Per Hour	Hours Per Year	Total Amount per Year
David A. Yigdal, P.E. Consulting Engineer 158 Shady Lane Westbury, NY 11590	\$115.00	1080	Not to Exceed \$124,200.00
Waldron Engineering of NY, PC	\$184.00	1080	\$198,716.00
PL Engineering P.C.	\$325.00	1080	\$351,000.00
Lizardos Engineering Assoc. DPC	\$350.00	1080	\$378,000.00

WHEREAS, the lowest and responsible proposer was submitted by David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 for the cost of \$115.00/hr., not to exceed \$124,200.00; and

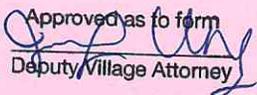
WHEREAS, the contract term will be from March 1, 2026 to February 28, 2027, with an option at the Village’s discretion to extend the term for one (1) additional year; and

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 Board hereby approves that the Mayor is hereby authorized to sign any and all documentation necessary to award the contract for the “Furnishing of Electrical Engineering Services to Freeport Electric”, RFP #26-1-ELEC-766, to David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 for the cost of \$115.00/hr., not to exceed \$124,200.00, for a term from March 1, 2026 to February 28, 2027, with an option at the Village’s discretion to extend the term for one (1) additional year.

The Clerk polled the Board as follows:

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

Approved as to form

 Deputy Village Attorney

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

DIRECTIVE

TO: Eric Rosmarin, Superintendent of Electric Utilities December 30, 2025

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 29, 2025:

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

WHEREAS, the Electric Department is requesting the Board to authorize the Village Clerk to advertise a Notice for Request for Proposals for the "Furnishing of Electrical Engineering Services to Freeport Electric", RFP #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	In Favor
Trustee Squeri	In Favor
Trustee Sanchez	In Favor
Trustee Butler	In Favor
Mayor Kennedy	In Favor

cc:

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

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 Squeri that the following resolution be adopted:

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to award for the "Furnishing of Electrical Engineering Services to Freeport Electric", RFP #24-11-ELEC-71, to David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 for the cost of \$115.00/hr., not to exceed \$124,200.00 for a term running from March 1, 2025 to February 28, 2026.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	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

Furnishing of Electrical Engineering Services to Freeport Electric



RFP #26-01-ELEC-766 Technical Proposal

David A Yigdal, PE - Consulting Engineer



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- 4 to 7 - Relevant Experience – Freeport Elec.
- 8 – Blank Page
- 9 - Proposal of Costs
- 10 - Proposal Submission Form
- 11 - Notary Republic

David A. Yigdal, PE

158 Shady Lane Westbury, NY 11590

516-642-4119

dayigdal@gmail.com

January 6, 2026

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

Re: Furnishing of Electrical Engineering Services to Freeport Electric
RFP #26-01-ELEC-766

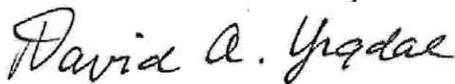
Dear Ms. D'Orta

I am pleased to submit this proposal to provide professional engineering services to Freeport Electric as requested in RFP #26-01-ELEC-766

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

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

Very Truly Yours,



David A. Yigdal, PE

SERVICE OVERVIEW;

Within a 35 year career at LILCO/Keyspan, and an additional 25 years as an Engineering Consultant to Freeport Electric, I bring a wealth of experience in many differing areas of utility centric electrical engineering. In 1971, I received my P.E. license in N.Y.

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

My goal is to always achieve the finest possible outcome for the client by incorporating innovative solutions that accomplish two goals.

- Provide maximum safety to construction and operating personnel, and the general public.

- Establish an optimal design at minimum cost.

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

Contact Information:

Authorized Person:

David A Yigdal
158 Shady Lane
Westbury, NY 11590

dayigdal@yahoo.com

516-642-4119

RELEVANT EXPERIENCE AND QUALIFICATIONS

Over a 60+ year successful career, I have been involved in projects ranging from 480 Volts through and including 138Kv.

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

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

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

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

I was selected as Manager of the Substation Division of Electrical Engineering Dep't in 1986 and planned and organized budgeting, planning, specification preparation, and procurement for the upgrading of several existing substations with additional transformer banks, and HV equipment. The group, at that time, also prepared specifications for 138kv pipe type cable, and were involved in new overhead transmission line designs for the Shoreham transmission network and repair specifications for the existing 7 Northport-Norwalk cables that were damaged by large ships dragging anchor in Long Island Sound.

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

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

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

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

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

Redesigned the existing hard fusion connected fiber system to a modern switchable design by adding patch panels at strategic locations and making connections today as easy as "plug and play". The design has taken a "144" duplex fiber system and

enhanced it to a "576" future simplex (bidirectional) system. This led to an increase in Village network speeds to 10 GIG with enhanced switching and improved reliability by adding closed switch topography and spanning tree connectivity.

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

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

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

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

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

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

Designed and developed specifications for a new 3 Mw Redundant Generator for Black Start at Power Plant 1 to provide rapid start of GT-3 or CT-2 at PP2, with future capability for powering the proposed FE Microgrid following a major outage of the Village electric network. Work includes interconnection of the new generator unit through the PP1 switchgear that back feeds the 13Kv grid at Sub 4F.

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

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

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

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

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

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

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

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

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

Worked with other FE engineers and consultants to implement 13kv and 4kv system improvements such as the addition of SCADA operated line switches to allow for feeder load manipulation during peak periods, and 4kv to 13kv conversions to decrease system losses. Collaborated with outside consultants for enhancements

to the generation system at PP1 and in tandem with consultants assisting FE with the storm resistant Microgrid design for high reliability.

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

Designed and coordinated FE's Fiber Optic Cable Network to include expansion of facilities, integration of new dark fiber customers, improvements to enhance reliability such as high speed smart switches, and redundant paths. Provided a specification path to fiber network automation of design, operation, and maintenance to replace a paper intensive and cumbersome fiber network documentation system.

Authored the complete specification for the new Outage Management System (OMS) currently utilized by many Village of Freeport organizations to facilitate storm restoration to electric systems.

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

Provided training and mentoring of FE personnel in many aspects of the complete FE Power System Design.



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PROPOSAL

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

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

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

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

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

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

One Hundred Twenty Four Thousand Two Hundred and Zero Cts \$ 124,000.00
(Write Total Amount in Words)

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

_____	Consulting Engineer	1-6-26
(Signature of Vendor)	(Title)	(Date)
David A Yigdal	516-642-4119	
(Print or Type Name)	(Telephone)	

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

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

Sworn to before me this

6th day of January 20 26
Donna M. Barr
Notary Public

DONNA M. BARR
Notary Public - State of New York
No. 02BA6051674
Qualified in Nassau County
My Commission Expires 12/04/2026

VILLAGE OF FREEPORT

Nassau County, New York



FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC

RFP #26-01-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**

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

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

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

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

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

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

One Hundred Twenty Four Thousand Two Hundred and Zero Cts \$ 124,000.00
(Write Total Amount in Words)

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

_____	Consulting Engineer	1-6-26
(Signature of Vendor)	(Title)	(Date)
<u>David A Yigdal</u>	<u>516-642-4119</u>	
(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: David A Yigdal, PE

Address of Principal Place of Business: 158 Shady Lane Westbury, NY 11590

Phone of Principal Place of Business: 516-642-4119

Fax of Principal Place of Business: 516-938-5251

E-mail Address of Representative: dayigdal@yahoo.com

Authorized Representative: David A Yigdal

Signature: _____

Printed Name: David A Yigdal

Title: Consulting Engineer

Date: January 6, 2026 (1-6-26)

Dated 1-6-26

(Name of Organization) David A Yigdal

By David A Yigdal

(Title of Person Signing) Consulting Engineer

STATE OF NEW YORK:)

SS.:

COUNTY OF NASSAU:)

David A. Yigdal, P.E. being duly sworn, deposes and says that he/she is
the principal

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

Sworn to before me this

6th day of January 2026
Donna M. Barr
Notary Public

DONNA M. BARR
Notary Public - State of New York
No. 02BA6051674
Qualified in Nassau County
My Commission Expires 12/04/2026

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: February 4, 2026
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: RFP #23-01-ELEC-645 – Oil Testing Services
Extension of Contract Term – Tribologik Corp.

The Board of Trustees awarded RFP #23-01-ELEC-645 – Oil Testing Services to Tribologik Corporation of 1212 172nd Street, Hammond, IN 46324 on February 27, 2023 for a three-year term. The Village has the option to extend the contract term for up to two years with **no increase in cost**. The service provided by Tribologik Corporation has been satisfactory.

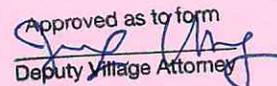
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees extend the contract term of RFP #23-01-ELEC-645 – Oil Testing Services awarded to Tribologik Corporation, 1212 172nd Street, Hammond, IN 46324 from March 1, 2026 to February 28, 2027 for the not to exceed sum of \$16,156.00. Further, that the Mayor be authorized to execute any and all documents necessary to effectuate this agreement. The cost for the oil testing services will be charged to the Regulatory Agency Accounts (E 7143151 510000, E 7143152 510000, E 7143156 510000). The Electric Department has sufficient funds in these accounts to cover the cost of the oil testing services.



Eric Rosmarin
Superintendent of Electric Utilities

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

WHEREAS, on February 27, 2023, the Board approved to award the Oil Testing, RFP #23-01-ELEC-645, to Tribologik Corporation, 1212 172nd Street, Hammond, IN 46324, for the not to exceed sum of \$16,156.00 per year for three years commencing March 1, 2023 and ending February 28, 2026, with an option to renew for up to two (2) additional years; and

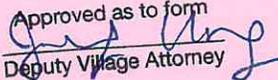
WHEREAS, the Superintendent of Electric Utilities requests Board approval for the first one-year contract extension for Oil Testing, RFP #23-01-ELEC-645, with Tribologik Corporation, 1212 172nd Street, Hammond, IN 46324, for an amount not to exceed \$16,156.00, for a term commencing March 1, 2026 and ending February 28, 2027; and

WHEREAS, the cost of the service will be charged to #E 7143151 510000 (Regulatory Agency PP1), #E 7143152 510000 (Regulatory Agency PP2) and #E 7143156 510000 (Regulatory Agency CT2), and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to approve the first one-year contract extension for Oil Testing, RFP #23-01-ELEC-645, with Tribologik Corporation, 1212 172nd Street, Hammond, IN 46324, for an amount not to exceed \$16,156.00, for a term commencing March 1, 2026 and ending 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



January 27, 2026

Mr. Nicholas Reich, VP Sales
Tribologik Corporation
1212 172nd Street
Hammond, IN 46324

**RE: Incorporated Village of Freeport - Extension of Contract Term
RFP #23-01-ELEC-645 for Oil Testing Services**

Dear Mr. Reich:

This letter agreement relates to the above-referenced contract approved by the Incorporated Village of Freeport's Board of Trustees on February 27, 2023. As set forth in the terms, this contract covers a period of three years. However, the Village reserved the right to extend the contract for two additional years, price remaining fixed. Therefore, the Inc. Village of Freeport hereby notifies Tribologik Corporation of its intention to extend the contract term from March 1, 2026 to February 28, 2027.

Please have this letter agreement signed by a duly authorized representative of Tribologik Corporation, and return by email.

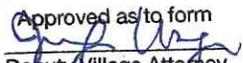
Sincerely,
INC. VILLAGE OF FREEPORT

By: _____
Robert T. Kennedy
Mayor

Accepted and Agreed
As of the Date First Written Above:

TRIBOLOGIK CORPORATION

By: 

Approved as to form

Deputy Village Attorney

First in Value First in Service

Inc. Village of Freeport
46 North Ocean Avenue, Freeport, New York 11520
Tel: 516-377-2220 Fax: 516-377-2359 www.freeportelectric.com

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities March 1, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 27, 2023:

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

WHEREAS, on January 9, 2023, the Board authorized the Village Clerk to advertise a Request for Proposals for the "Oil Testing", RFP #23-01-ELEC-645; and

WHEREAS, by the due date, January 27, 2023, the Electric Department received one (1) response to its advertisement for oil testing services; and

WHEREAS, the only responsive and responsible proposer was submitted by Tribologik Corporation, 1212 172nd Street, Hammond, IN 46324, for the not to exceed sum of \$16,156.00 per year for three years commencing March 1, 2023 and ending on February 28, 2026, with an option to renew for up to two (2) additional years; and

WHEREAS, Tribologik Corp. is the Village's current service provider; the unit pricing in the submitted proposal was reduced to match the current contract pricing; and

WHEREAS, the cost includes services as follows:

Item No.	Items of Work	Estimated Annual Quantity	Unit Price	Total Annual Amount
1.	PP1- Fuel Oil Tanks Quarterly sampling	20 each	\$219.00	\$4,380.00
2.	PP2- Fuel Oil Tanks Quarterly Sampling	4 each	\$545.00	\$2,180.00
3.	PP1- Fuel Oil Delivery Sampling	4 each (estimated)	\$219.00	\$876.00
4.	PP2- Fuel Oil Delivery Sampling	16 each (estimated)	\$545.00	\$8720.00

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WHEREAS, the Freeport Electric Department requires the services of a New York certified laboratory in order to comply with the regulations of the New York Department of Environmental Conservation and the Environmental Protection Agency, to provide testing services for oil analysis for Power Plants 1 and 2; and

WHEREAS, the cost of the service will be charged to #E 7143151 510000 (Regulatory Agency PP1), #E 7143152 510000 (Regulatory Agency PP2) and #E 7143156 510000 (Regulatory Agency CT2), and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the Oil Testing, RFP #23-01-ELEC-645, to Tribologik Corporation, 1212 172nd Street, Hammond, IN 46324, for the not to exceed sum of \$16,156.00 per year for three years commencing March 1, 2023 and ending February 28, 2026, with an option to renew for up to two (2) additional years.

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	

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: January 26, 2026
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Legal Services Agreement – Request for Additional Funds
Duncan, Weinberg, Genzer & Pembroke, P.C.
March 1, 2025 – February 28, 2026

I am requesting the approval of \$33,000.00 in additional funds for general legal services provided by Duncan, Weinberg, Genzer & Pembroke, P.C. (DWGP) through the contract termination date of February 28, 2026. These legal services are related to electric business with 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. Increased costs are associated with the LIPA Settlement Proposal.

DWGP's services were approved by the Board of Trustees on November 18, 2024, with a cap of \$100,000.00 from March 1, 2025 to February 28, 2026. There are not sufficient funds available to pay the invoices from December 2025 through February 2026. There is currently \$3,536.09 available on the contract. I am requesting \$33,000.00 in additional funds to cover invoices for the FY 2026 contract period.

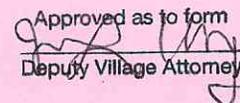
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approve an additional \$33,000.00, with a total cap of \$133,000.00, to cover legal services invoices from December 2025 through February 2026 from Duncan, Weinberg, Genzer & Pembroke, P.C. of 1667 K Street, N.W., Suite 700, Washington, D.C. 20006. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement amendment. This service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense).



Eric Rosmarin
Superintendent of Electric Utilities

ER:db

Attachment

Approved as to form

Deputy Village Attorney

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

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

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

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

WHEREAS, on November 18, 2024, 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, there is currently \$3,536.09 remaining on the contract for the rest of the fiscal year; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the agreement amendment for the 2025 Rate Modification Plan with Duncan, Weinberg, Genzer & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, for an increase amount of \$33,000.00, with a total price cap of \$133,000.00, for a retroactive term from March 1, 2025 to February 28, 2026; 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 hereby approves, and the Mayor is hereby authorized to execute any documentation necessary to effectuate the agreement amendment for the for the 2025 Rate Modification Plan with Duncan, Weinberg, Genzer & Pembroke, P.C., 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, for an increase amount of \$33,000.00, with a total price cap of \$133,000.00, for a retroactive term from March 1, 2025 to February 28, 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

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
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk
<u>X</u> Claims Examiner	<u>X</u> Publicity	<u> </u> OTHER
<u>X</u> Comptroller	<u>X</u> Public Works	
<u>X</u> Court	<u>X</u> Purchasing	

**LEGAL SERVICES
AMENDMENT 1**

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

This **AMENDMENT 1** dated February 9, 2026, is made to that certain agreement effective March 1, 2025 (the "Agreement"), and is by and between the Inc. Village of Freeport ("Village"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520, and Duncan, Weinberg, Genzer & Pembroke, P.C. ("Firm"), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006. In consideration of the promises herein and for other good and valuable consideration, the Parties agree the section of the Agreement pertaining to fees is amended as described below.

The Firm hereinafter agrees to provide the Village with legal services on an as needed basis for the not to exceed cost of \$133,000.00. This cap reflects an increase of \$33,000.00 over and above the \$100,000.00 approved by the Board on November 18, 2024.

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

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

INC. VILLAGE OF FREEPORT

BY:

ROBERT T. KENNEDY, MAYOR

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

BY:

JEFFREY C. GENZER, ESQ.

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: February 3, 2026
To: Mayor Robert T. Kennedy
From: Eric Rosmarin, Superintendent of Electric Utilities
Re: Request to Subscribe to PowerTRX Reliability Tracker (REV)

Attached for your review is information about PowerTRX Reliability Tracker. PowerTRX Reliability Tracker replaces the eReliability Tracker that we have been using for over a decade. This web-based software licensed by the American Public Power Association (APPA) provides public power utilities with a way to collect, categorize and summarize their outage information. This version is only available for a one-year term. The cost for the current three-year term was \$680.00 (approximately \$227.00/year). The price for FY 2027 is \$325.00. The software features include:

- Utility customer information stored on outage form for editing on an outage-by-outage basis.
- Dynamic linking of substations and circuits throughout the system.
- Monthly reports with historical outage statistics.
- An annual national reliability report based on the software data.
- Availability to an unlimited number of users.

The PowerTRX Reliability Tracker subscription is the most cost-effective way to analyze the reliability of our distribution system. Utilization of the PowerTRX Reliability Tracker results in improved customer service and more efficient utility operation.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve the PowerTRX Reliability Tracker software subscription from the American Public Power Association, 2451 Crystal Drive, Suite 1000, Arlington, VA 22202 for the period March 1, 2026 to February 28, 2027 at a cost of \$325.00. The cost of this software will be charged to E 7414500 574000 (Misc. Distribution Expense). There are sufficient funds available for this purchase.

**Nicholas
Nugent**

For Eric Rosmarin
Superintendent of Electric Utilities

Digitally signed by Nicholas Nugent
DN: cn=Nicholas Nugent, o=Freeport
Electric, ou=Engineering,
email=Nnugent@freeportelectric.com,
c=US
Date: 2026.02.03 13:59:25 -05'00'

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, on June 5, 2023, the Board approved the subscription of eReliability Tracker by the American Public Power Association (APPA), 2451 Crystal Drive, Suite 1000, Arlington, VA 22202-4804, for a period of three years retroactive to March 1, 2023 through February 28, 2026 at a total cost of \$680.00; and

WHEREAS, the Electric Utility is requesting Board approval for the purchase of the PowerTRX Reliability Tracker software subscription from the American Public Power Association (APPA), 2451 Crystal Drive, Suite 1000, Arlington, VA 22202-4804; and

WHEREAS, the PowerTRX Reliability Tracker replaces the eReliability Tracker that the Village has been using for over a decade; and

WHEREAS, the software features include:

- Utility customer information stored on outage form for editing on an outage-by-outage basis.
- Dynamic linking of substations and circuits throughout the system.
- Monthly reports with historical outage statistics.
- An annual national reliability report based on the software data.
- Availability to an unlimited number of users.

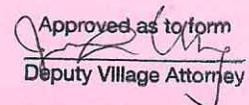
WHEREAS, the software subscription will be for a period from March 1, 2026 to February 28, 2027 at a cost of \$325.00; and

WHEREAS, the cost of this software will be charged to E 7414500 574000 (Misc. Distribution Expense) and there are sufficient funds available for this service; 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 any and all documentation necessary for the purchase of the PowerTRX Reliability Tracker software subscription from the American Public Power Association (APPA), 2451 Crystal Drive, Suite 1000, Arlington, VA 22202-4804, for a period from March 1, 2026 to February 28, 2027, at a cost of \$325.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities June 6, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 5, 2023:

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

WHEREAS, the Village of Freeport's Electric Utility wishes to renew its subscription to eReliability Tracker, which is a web-based software released by the American Public Power Association (APPA), 2451 Crystal Drive, Suite 1000, Arlington, VA 22202-4804, which provides public power utilities with a way to collect, categorize, and summarize their outage information; and

WHEREAS, the cost of a three-year subscription is \$680.00 (a total savings of \$454.00 over three years verses an annual subscription); and

WHEREAS, the cost of this software will be charged to E 7414500 574000 (Misc. Distribution Expense) and there are sufficient funds available for this service; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any and all documentation necessary to subscribe eReliability Tracker by the American Public Power Association (APPA), 2451 Crystal Drive, Suite 1000, Arlington, VA 22202-4804, for a period of three years retroactive to March 1, 2023 through February 28, 2026 at a total cost of \$680.00.

The Clerk polled the Board as follows:

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

cc:

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



RELIABILITY

PowerTRX Reliability

A better, smoother way to manage outage tracking and reliability performance.

[Home \(/\)](#) / [PowerTRX Reliability](#)

SHARE THIS

Smarter. Faster. More reliable.

Analyzing distribution system reliability is critically important for all utilities, and public power utilities need an uncomplicated, affordable way to track their performance. APPA's trusted eReliability Tracker is now PowerTRX Reliability — a modern tracking platform designed for public power utilities to capture and analyze outage data with ease. With improved stability, enhanced usability, and a refreshed interface, PowerTRX Reliability delivers a smoother experience for monitoring, analyzing, and strengthening system reliability.

PowerTRX Reliability is an affordable, easy-to-use service that helps public power utilities effectively collect, categorize, and summarize outage information. With the sophisticated web-based tool, users can view a monthly snapshot of their utility's reliability performance, identify problem areas and common outage causes, and calculate IEEE 1366 reliability indices.

Last Viewed				
☆	PowerTRX Reliability	ID: 113470	10/17/2025	X
☆	PowerTRX Reliability	Outage ID: 580589	10/09/2025	X
☆	PowerTRX Reliability	Outage ID: 258300	10/09/2025	X
☆	Personnel Admin	ESAMS ID: 1599	10/09/2025	X
☆	Personnel Admin	ESAMS ID: 1616	10/07/2025	X
☆	PowerTRX Reliability	Outage ID: 42730	09/25/2025	X
☆	PowerTRX Reliability	Outage ID: 40667	09/04/2025	X

PowerTRX Reliability

Recently Viewed 0 [clear history](#)

☆	Outage ID: 42730	9/25/25	X
☆	Outage ID: 40667	9/4/25	X
☆	Outage ID: 40789	9/3/25	X
☆	Event ID: 2671	8/27/25	X
☆	Outage ID: 40649	8/27/25	X

Favorite Modules

NONE SELECTED

Favorite Reports

- Cause Pie Chart
- Circuit Ranking
- IEEE 1366 Statistics
- Monthly Statistics

Favorite Searches

NONE SELECTED

Why PowerTRX Reliability?

- It's web-based. Access your data anytime, anywhere
- It makes reporting easy. Track key reliability indices along IEEE 1366 standards
- It can integrate with your OMS. Sync data from your outage management system
- Enhancements are user-driven. Created and continually improved from public power professionals' feedback

SUBSCRIBE TO POWERTRX RELIABILITY ([HTTPS://MY.PUBLICPOWER.ORG/S/STORE#/STORE/BROWSE/DETAIL/A15UT0000LKKHPYAP](https://my.publicpower.org/s/store#/store/browse/detail/A15UT0000LKKHPYAP))

How PowerTRX Reliability Works

Power TRX Reliability prides itself on ease of use and its simplified core features. If you have internet access and a web browser, you can access the service. Users enter outages through a web application via a browser and can easily check their data at any time.

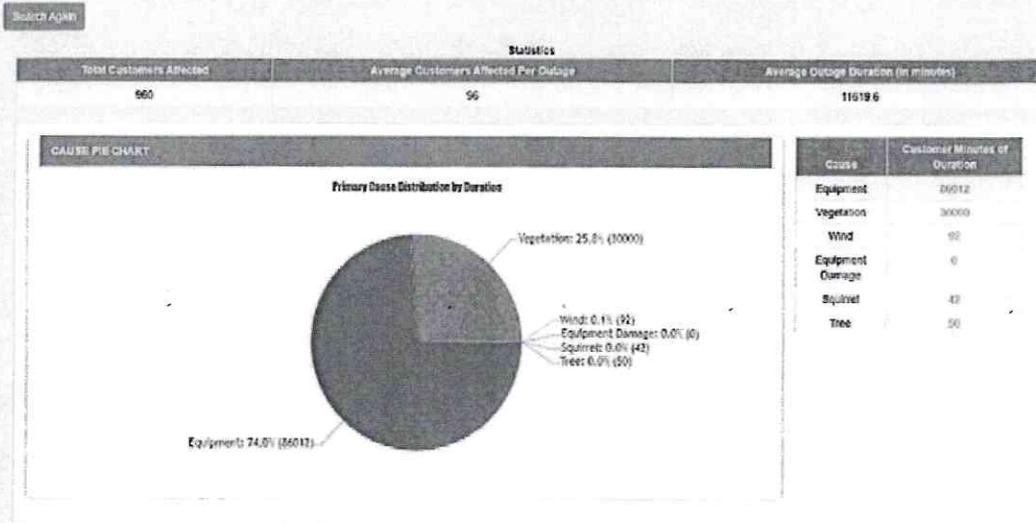
Core functions include:

- Recording outage information
- Importing and updating large sets of outage data via CSV
- In-system reporting (<https://www.publicpower.org/reliability-tracking/system-reports>) on IEEE statistics and monthly reliability performance
- Identifying problem areas and common outage causes

Subscribers receive an annual benchmarking report (<https://www.publicpower.org/annual-reliability-reports>) that analyzes aggregate data and compares utilities by customer count, geographic region, and outage types.

Users can also securely sync their outage management system (OMS) data directly from one system to the next through an application programming interface (API). Please contact PowerTRX@PublicPower.org (<mailto:PowerTRX@PublicPower.org>) for more information on the API integration.

Cause Pie Chart



Certificate of Excellence in Reliability

As a subscriber, your utility can qualify for an annual **Certificate of Excellence in Reliability** (<https://www.publicpower.org/reliability-tracking/certificate-excellence-reliability>). Recipients are determined by comparing their reliability data with the national reliability data published by the Energy Information Administration. To receive a certificate, the utility must be in the first quartile of utilities for System Average Interruption Duration Index (SAIDI) based on the last five years of EIA data.

In 2025, we recognized 256 public power utilities for their excellent 2024 reliability records.

Pricing

Annual subscriptions begin at \$325 for APPA members and easily scale up to match your team's size and needs.

	Subscription <i>(includes one user)</i>	Additional users
Member utility	\$325/year	\$55/person per year
Non-member utility	\$475/year	\$110/person per year
Joint action agency members	\$290/utility per year	\$55/person per year
Non-member JAA	\$440/utility per year	\$110/person per year

SUBSCRIBE TO POWERTRX RELIABILITY (
[HTTPS://MY.PUBLICPOWER.ORG/S/STORE#/STORE/BROWSE/DETAIL/A15UT0000LKKHPYAP](https://my.publicpower.org/s/store#/store/browse/detail/A15UT0000LKKHPYAP)**)**

If you have questions about your subscription purchase or renewal, contact PowerTRX@PublicPower.org (<mailto:PowerTRX@PublicPower.org>).

Users Group

Subscribers are encouraged to join the PowerTRX Reliability users group on APPA Engage to receive information on planned updates, get answers to questions, access training videos, and more. Email PowerTRX@PublicPower.org (<mailto:PowerTRX@PublicPower.org>) to request to join.

By using this website, you agree to our use of cookies to improve your website experience. For more information, please see our [Privacy Policy \(/privacy-policy\)](#).

Questions?

If you have questions about the platform or your subscription purchase or renewal, contact PowerTRX@PublicPower.org (<mailto:PowerTRX@PublicPower.org>).

Additional Reliability Resources

- Reliability data (<https://www.publicpower.org/reliability-data>)

ALREADY A SUBSCRIBER?

Already a subscriber?

Log in to [PowerTRX Reliability \(https://appa.myesams.com/Login\)](https://appa.myesams.com/Login).

CONTACT THE POWERTRX TEAM

Contact us to learn more

 PowerTRX@PublicPower.org (<mailto:PowerTRX@PublicPower.org>)

Elite Corporate Associate Members



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[\(https://avantus.com/\)](https://avantus.com/)


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The American Public Power Association is the voice of not-for-profit, community-owned utilities that power 2,000 towns and cities nationwide.

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[Antitrust Statement](#)

<https://www.publicpower.org/system/files/documents/Antitrust%20Policy.pdf>

[Terms of Use \(/terms-use\)](#)

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By using this website, you agree to our use of cookies to improve your website experience. For more information, please see our [Privacy Policy \(/privacy-policy\)](#).



Invoice

Date: Nov 30, 2025
Invoice #: 000220427
Total: \$325.00
Customer: Freeport Electric

From 2451 Crystal Drive
Suite 1000
Arlington, VA 22202-4804
202/467-2900
finance@publicpower.org

To Billing Address
Freeport Electric
Donna Barr
Administrative Assistant
220 W Sunrise Hwy
Freeport, New York 11520-3352
United States

Shipping Address
Freeport Electric
Peter Reinke
220 W Sunrise Hwy
Freeport, New York 11520-3352
United States

Line Item	List Price	Discount	Sale Price	Quantity	Total
PowerTRX Reliability Subscription- 3/1/2026 to 2/28/2027	\$475.00	\$150.00	\$325.00	1	\$325.00
PowerTRX Reliability Seat	\$110.00	\$110.00	\$0.00	1	\$0.00

Memo

Contact PowerTRX@PublicPower.org if you would like to adjust the quantity of PowerTRX seats included in your renewal. Please include this invoice number in your request.

Subtotal \$325.00

Total \$325.00

Balance Due \$325.00

Please make checks payable to:
American Public Power Association
Tax ID: 53-0026315
PO Box 418617
Boston, MA 02241-8617
For Credit Card Payments:

Please include a copy of this invoice with your payment.

Please login to your profile at www.publicpower.org . On your profile page, locate your order via the "Orders" link. Select the order to pay and click "Pay".

Payments can be made via ACH by contacting finance@publicpower.org

Correspondence Address

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T. Kennedy, Mayor

FROM: Michael J. Smith, Chief of Police

DATE: January 23, 2026

RE: Approval of STOP-DWI Grant Contract

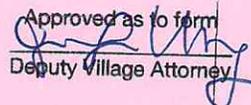
This is to request Village Board approval of the attached contract for the STOP-DWI program between the Village of Freeport and the County of Nassau. The program consists of funding for overtime costs related to the enforcement of driving while intoxicated laws. The contract provides \$75,000.00 for this project and is in effect retroactively from January 1, 2026 to December 31, 2030. The funds are budgeted for \$15,000.00 per year. There is no matching funds requirement for this program.

The contact person for this program is Guy Monti, Nassau County Dept. of Public Works, 1194 Prospect Ave, Westbury, NY 11590. His contact information is 516-571-3073 and Gmonti2@nassaucountyny.gov.

Please sign and return two (2) copies of the Contract for Services and Consultant's, Contractor's, and Vendor Disclosure form in Blue Ink. The signatures must be notarized.

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


Michael J. Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the Village Police Department is requesting Board approval to enter into a contract for the STOP-DWI program between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and The Village of Freeport, having its principal office at 46 North Ocean Avenue, Freeport, New York 11520 (the "Contractor");

WHEREAS, the program consists of funding for overtime costs related to the enforcement of driving while intoxicated laws; and

WHEREAS, the contract provides \$75,000.00 for this project; and

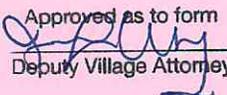
WHEREAS, the contract is in effect retroactively from January 1, 2026 to December 31, 2030; and

WHEREAS, the funds are budgeted for \$15,000.00 per year and there is no matching funds requirement for this program; and

NOW THEREFORE BE IT RESOLVED, that the Board hereby approves and the Mayor is hereby authorized to execute any and all documents necessary to effectuate said agreement upon the terms and conditions as stated 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

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The Village of Freeport, having its principal office at 46 North Ocean Avenue, Freeport, New York 11520 (the "Contractor").

WITNESSETH:

WHEREAS, the County has received an award of funds from the New York State Governor's Traffic Safety Committee to be utilized for the increased enforcement of impaired driving laws; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2026 and terminate on December 31, 2030, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of increased police enforcement of the provisions of Section 1192 of the New York Vehicle and Traffic Law ("Section 1192"), which prohibit the operation of a motor vehicle while under the influence of alcohol or drugs, including aggravated Driving While Intoxicated ("DWI") and a zero tolerance provision for impaired motor vehicle operators under the age of twenty-one (21) (the "Services").
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00) per Agreement year, for a total sum of Seventy-Five Thousand Dollars (\$75,000.00) (the "Maximum Amount"). The Maximum Amount shall be used solely for police officer salaries respecting the enforcement of Section 1192.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor

and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information,

and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's disclosure form(s), if applicable, any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have

participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance

carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions

thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The Incorporated Village of Freeport

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

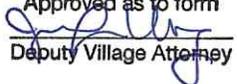
Name: _____

Title: County Executive _____

Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

Approved as to form

Deputy Village Attorney

Appendix EE Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated _____

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 20__.

Notary Public

**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: February 2, 2026

Re: 2026 SUPPLY OF CAR TIRES

Eleven (11) bids were distributed and two bids were received on January 13, 2026 for the referenced purchase contract. This contract provides contractual unit prices for car tires to be purchased by the Village Garage. Bids ranged from a high bid of \$58,182.10 to a low bid of \$51,108.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this purchase will come out of the Public Works Department budget (A164004 541000 & A164004 540400).

Barnwell House of Tires Inc, 65 Jetson Lane, Central Islip, New York 11722 is the low bidder in the amount of \$51,108.00 for this purchase contract.

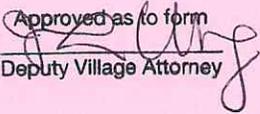
Accordingly, it is recommended that the contract, **2026 SUPPLY OF CAR TIRES**, be awarded to,

**Barnwell House of Tires Inc
65 Jetson Lane
Central Islip, New York 11722**

in the amount of \$51,108.00 for this contract total bid. The contract will be for a term of one year beginning on March 1, 2026 and ending February 28, 2027, with an option for two one-year extensions if mutually accepted.



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

Approved as to form

Deputy Village Attorney

Encl.

c.

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

WHEREAS, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2026 Supply of Car Tires”; and

WHEREAS, eleven (11) bids were distributed and two (2) bids were received on January 13, 2026 for the referenced purchase contract; and

WHEREAS, the bids ranged from a high bid of \$58,182.10 to a low bid of \$51,108.00; and

WHEREAS, the lowest bidder was submitted by Barnwell House of Tires Inc, 65 Jetson Lane, Central Islip, New York 11722, in the amount of \$51,108.00; and

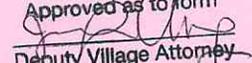
WHEREAS, this contract will be for a term of one (1) year beginning March 1, 2026 and ending February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, funding for this purchase will come out of the Public Works Department budget (A164004 541000 & A164004 540400); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to award the contract for the “2026 Supply of Car Tires”, Barnwell House of Tires Inc, 65 Jetson Lane, Central Islip, New York 11722, in the amount of \$51,108.00, for a term beginning on March 1, 2026 and end on February 28, 2027, with an option for two (2) one-year extensions if mutually accepted.

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

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2026 SUPPLY OF CAR TIRES

BID DATE: JANUARY 13, 2026

BARNWELL HOUSE OF TIRES INC
65 JETSON LANE
CENTRAL ISLIP, NY 11722

WHEELS SUPERSTORE, INC
109-29 124TH STREET
SOUTH OZONE PARK, NY 11420

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT		TOTAL		TOTAL	
				PRICE	COST	PRICE	COST		
1	FURNISH P225/70 R16 RADIAL POLICE PURSUIT TIRE-MUD & SNOW STYLE	EA	12	\$ 128.00	\$ 1,536.00	\$ 130.25	\$ 1,563.00	\$ 130.25	\$ 1,563.00
2	FURNISH P265/60 R17 RADIAL POLICE PURSUIT TIRE-MUD & SNOW STYLE	EA	40	\$ 126.00	\$ 5,040.00	\$ 271.68	\$ 10,867.20	\$ 271.68	\$ 10,867.20
3	FURNISH P265/70 R17 RADIAL POLICE PURSUIT TIRE-MUD & SNOW STYLE	EA	16	\$ 140.00	\$ 2,240.00	\$ 138.84	\$ 2,221.44	\$ 138.84	\$ 2,221.44
4	FURNISH P205/65 R15 RADIAL POLICE PURSUIT TIRE-MUD & SNOW STYLE	EA	16	\$ 75.00	\$ 1,200.00	\$ 77.70	\$ 1,243.20	\$ 77.70	\$ 1,243.20
5	FURNISH P235/75 R15 RADIAL POLICE PURSUIT TIRE-MUD & SNOW STYLE	EA	8	\$ 107.00	\$ 856.00	\$ 109.80	\$ 878.40	\$ 109.80	\$ 878.40
6	FURNISH LT245/75 R16 RADIAL TIRE-MUD & SNOW STYLE	EA	12	\$ 128.00	\$ 1,536.00	\$ 157.50	\$ 1,890.00	\$ 157.50	\$ 1,890.00
7	FURNISH LT235/85 R16 RADIAL TIRE-MUD & SNOW STYLE	EA	14	\$ 134.00	\$ 1,876.00	\$ 142.50	\$ 1,995.00	\$ 142.50	\$ 1,995.00
8	FURNISH P225/60 R16 RADIAL TIRE-MUD & SNOW STYLE	EA	14	\$ 76.00	\$ 1,064.00	\$ 104.93	\$ 1,469.02	\$ 104.93	\$ 1,469.02
9	FURNISH P215/60 R16 RADIAL TIRE-MUD & SNOW STYLE	EA	14	\$ 76.00	\$ 1,064.00	\$ 84.68	\$ 1,185.52	\$ 84.68	\$ 1,185.52
10	FURNISH P245/70 R17 RADIAL TIRE-MUD & SNOW STYLE	EA	8	\$ 147.00	\$ 1,176.00	\$ 144.50	\$ 1,156.00	\$ 144.50	\$ 1,156.00
11	FURNISH LT245/75 R17 RADIAL TIRE-MUD & SNOW STYLE	EA	22	\$ 151.00	\$ 3,322.00	\$ 165.46	\$ 3,640.12	\$ 165.46	\$ 3,640.12
12	FURNISH P235/50 R18 RADIAL TIRE-MUD & SNOW STYLE	EA	16	\$ 141.00	\$ 2,256.00	\$ 100.86	\$ 1,613.76	\$ 100.86	\$ 1,613.76
13	FURNISH 225/70 R19.5 RADIAL TIRE AGGRESSIVE TREAD-MUD & SNOW STYL	EA	14	\$ 297.00	\$ 4,158.00	\$ 240.09	\$ 3,361.26	\$ 240.09	\$ 3,361.26
14	FURNISH P235/75 R16 RADIAL TIRE-MUD & SNOW STYLE	EA	10	\$ 129.00	\$ 1,290.00	\$ 224.80	\$ 2,248.00	\$ 224.80	\$ 2,248.00
15	FURNISH 235/75 R17 RADIAL TIRE-MUD & SNOW STYLE	EA	12	\$ 142.00	\$ 1,704.00	\$ 165.83	\$ 1,989.96	\$ 165.83	\$ 1,989.96
16	FURNISH LT265/75 R16 RADIAL TIRE-MUD & SNOW STYLE	EA	14	\$ 147.00	\$ 2,058.00	\$ 161.71	\$ 2,263.94	\$ 161.71	\$ 2,263.94
17	FURNISH P175/70 R14 RADIAL TIRE-MUD & SNOW STYLE	EA	10	\$ 52.00	\$ 520.00	\$ 78.80	\$ 788.00	\$ 78.80	\$ 788.00
18	FURNISH P195/65 R15 RADIAL TIRE-MUD & SNOW STYLE	EA	18	\$ 69.00	\$ 1,242.00	\$ 72.70	\$ 1,308.60	\$ 72.70	\$ 1,308.60
19	FURNISH P195/70 R14 RADIAL TIRE-MUD & SNOW STYLE	EA	10	\$ 60.00	\$ 600.00	\$ 96.87	\$ 968.70	\$ 96.87	\$ 968.70
20	FURNISH P225/70 R15 RADIAL TIRE-MUD & SNOW STYLE	EA	10	\$ 112.00	\$ 1,120.00	\$ 95.98	\$ 959.80	\$ 95.98	\$ 959.80
21	FURNISH P235/65 R17 RADIAL TIRE-ALL SEASONS	EA	12	\$ 100.00	\$ 1,200.00	\$ 115.99	\$ 1,391.88	\$ 115.99	\$ 1,391.88
22	FURNISH P265/70 R16 RADIAL TIRE-MUD & SNOW STYLE	EA	12	\$ 127.00	\$ 1,524.00	\$ 126.17	\$ 1,514.04	\$ 126.17	\$ 1,514.04
23	FURNISH ST235/80 R16 RADIAL TIRE	EA	10	\$ 140.00	\$ 1,400.00	\$ 205.43	\$ 2,054.30	\$ 205.43	\$ 2,054.30
24	FURNISH LT215/85 R16 RADIAL TIRE-MUD & SNOW STYLE	EA	10	\$ 120.00	\$ 1,200.00	\$ 136.72	\$ 1,367.20	\$ 136.72	\$ 1,367.20
25	FURNISH P185/70 R14 RADIAL TIRE-MUD & SNOW STYLE	EA	10	\$ 59.00	\$ 590.00	\$ 67.65	\$ 676.50	\$ 67.65	\$ 676.50
26	FURNISH 275/55 R20 RADIAL TIRE-2022 PPV H13V	EA	12	\$ 157.00	\$ 1,884.00	\$ 154.10	\$ 1,849.20	\$ 154.10	\$ 1,849.20
27	FURNISH P265/65 R18 RADIAL TIRE-4WD TAHOE MUD SNOW	EA	12	\$ 147.00	\$ 1,764.00	\$ 127.36	\$ 1,528.32	\$ 127.36	\$ 1,528.32
28	FURNISH ST225/75 R15 RADIAL TIRE	EA	6	\$ 116.00	\$ 696.00	\$ 109.75	\$ 658.50	\$ 109.75	\$ 658.50
29	FURNISH 185/60 R15 RADIAL TIRE-MUD & SNOW STYLE	EA	6	\$ 74.00	\$ 444.00	\$ 66.47	\$ 398.82	\$ 66.47	\$ 398.82
30	FURNISH LT265/70 R18 RADIAL TIRE-MUD & SNOW STYLE	EA	6	\$ 154.00	\$ 924.00	\$ 150.67	\$ 904.02	\$ 150.67	\$ 904.02
31	FURNISH 225/70R19 RADIAL TIRE-MUD & SNOW STYLE	EA	12	\$ 302.00	\$ 3,624.00	\$ 185.70	\$ 2,228.40	\$ 185.70	\$ 2,228.40
TOTALS					\$ 51,108.00		\$ 58,182.10		\$ 58,182.10

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is the issuance of bonds for the purpose of authorizing the acquisition of Equipment for the Village Water Department, specifically the appropriation of \$203,165 in bonds and authorizing the issuance of bonds in the principal amount of \$203,165 to finance said appropriation; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Approved as to form

Deputy Village Attorney

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is the issuance of bonds for the purpose of authorizing the acquisition of Equipment for the Department of Public Works, specifically the appropriation of \$851,288 in bonds and authorizing the issuance of bonds in the principal amount of \$851,288 to finance said appropriation; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.
2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.
3. The proposed action will not encourage or attract a large number of people.
4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.
5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.
6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.
7. The proposed action will not create a hazard to human health.
8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.
10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.
11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

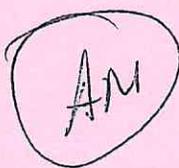
**INTER-DEPARTMENT CORRESPONDENCE
INCORPORATED VILLAGE OF FREEPORT**

TO: Mayor Robert T. Kennedy

FROM: Alvin McDaniel, Village Comptroller

DATE: January 20, 2026

RE: Bid Award for Annual Financial Report Submission Assistance



On November 20, 2025 the Board of Trustees authorized the publication of a Request for Proposals for Annual Financial Report Submission Assistance to provide submission assistance to the New York Comptroller's Office. As part of the assistance engagement, the contract requires:

- Sharing with the Village Comptroller the preparer role in the NYS Comptroller's Office Annual Financial Report Portal
- Assist in the successful submission of Financial Data by the July 1 deadline
- Assist in the successful submission of Final Audited Financial Statements and Final Financial Data Adjustments to align with the statements when they become available
- Time incurred to resolve any inquires by OSC as part of the review of the filed AFR

One proposal was received by the return date of January 2, 2026. Due to their expertise and experience, Corporate Accounting Solutions LLC, 515 Broadhollow Road, Suite 800, Melville NY 11747, presents to have the capability in conducting the assistance for the municipality, with a cost of \$6,500 for the audit year of March 1, 2025 – February 28, 2026.

The expense for the has been budgeted under the following accounts

A132004 545700 – Non-Employee Salaries
E7820000 578100 – Electric Management Services
WE90104 554570 – Water-Outside Auditors

It is being requested that the proposal of Corporate Accounting Solutions LLC, be approved, for the above referenced services be awarded. Allowing the mayor be authorized to sign any documentation necessary to effectuate an agreement between Corporate Accounting Solutions LLC, 515 Broadhollow Road, Suite 800, Melville NY 11747, for Annual Financial Report Submission Assistance services at the cost of \$6,500 for the first year, with the option to extended for two additional one-year terms.

Alvin McDaniel
Village Comptroller

Cc: M. Martinez-Ewald, Village Auditor
P. Boening, Village Clerk
H. Colton, Village Attorney
T. D'Orta, Village Purchasing Agent

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

WHEREAS, on November 20, 2025, the Board authorized the Village Clerk to advertise a Request for Proposals for the “Annual Financial Report Submission Assistance”; and

WHEREAS, one (1) proposal was received by the return date of January 2, 2026; and

WHEREAS, the sole proasper was submitted by Corporate Accounting Solutions LLC, 515 Broadhollow Road, Suite 800, Melville NY 11747, for a cost of \$6,500 for the audit year of March 1, 2025 to February 28, 2026; and

WHEREAS, the contract term will be for a retroactive term from March 1, 2025 to February 28, 2026, with the option to extended for two (2) additional one-year terms; and

WHEREAS, the expense for the has been budgeted under the following accounts:

- A132004 545700 – Non-Employee Salaries
- E7820000 578100 – Electric Management Services
- WE90104 554570 – Water-Outside Auditors

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, the Board hereby approves, and the Mayor is hereby authorized to sign any and all documentation to award the RFP for the “Annual Financial Report Submission Assistance” to Corporate Accounting Solutions LLC, 515 Broadhollow Road, Suite 800, Melville NY 11747, for a cost of \$6,500.00, for a retroactive term from March 1, 2025 through February 28, 2026, with the option to extended for two (2) additional one-year terms.

The Clerk polled the Board as follows:

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



January 13, 2026

Alvin McDaniel
Comptroller
Village of Freeport
46 N. Ocean Avenue
Freeport, NY, 11520

Dear Alvin:

This letter will confirm our understanding that the Incorporated Village of Freeport (the "Village") has engaged Corporate Accounting Solutions, LLC. ("CAS") to provide the Village with accounting consulting services as set out herein. This letter will also confirm our understanding as to CAS' compensation for this assignment.

Section 1: Services to be rendered

In connection with this engagement, CAS shall provide the Village with accounting services as directed by Village management. The Village's Board may also direct CAS to perform certain services. Such services may include assistance with the following:

CAS will provide the Village assistance with the preparation and submission of the Annual Financial Report and address any questions received from the Office of the New York State Comptroller Office. CAS will also assist with the submission of the Final Audited Financial Statements when the statements become available. Other services, may be performed as agreed by both parties.

Our work shall not be relied upon to find all errors and mispostings within the accounting program although we will of course correct any mispostings that we discover while performing our work.

Section 2: Staffing and Compensation

All work will be billed for on an hourly basis. The appropriate level of staff will be assigned to work on the various duties that may be required to service your account. Our staff rates are as follows: Staff Consultants \$150 per hour, Senior Accountant \$210 per hour, Supervisors \$225 per hour, Managers \$250 per hour, and Partners \$300 per hour. It is CAS' policy to bill on a biweekly basis and all invoices are due within 15 days. CAS may impose finance charges at the rate of 1 ½ % per month (18% per year) for any unpaid invoices which are over 30 days old. In addition, if collection proceedings become necessary, any legal, filing or other related fees will be due and payable from the Village. The Village agrees to remit the total fees (plus applicable expenses as outlined in Section 3 below) promptly upon invoicing by CAS.

The total cost of services should not exceed \$6,500 based on 25 service hours. If additional time is required, it will be billed at our quoted hourly rates and require prior approval for the Village.



Section 3: Expenses

All reasonable out-of-pocket expenses related to this assignment, such as travel, lodging, overnight delivery and other administrative costs, are reimbursable in full to CAS and do not offset or affect the hourly rates as discussed above.

Section 4: Termination

This agreement may be terminated with or without cause by CAS upon 21 days notice in writing to the Village or by the Village upon 21 days notice in writing to CAS. Upon any such termination, CAS shall be entitled to reimbursement of its expenses pursuant to Section 3 hereof and to any compensation earned pursuant to Section 2 hereof.

Section 5: Employment

It is hereby understood that the Village may not solicit any CAS employee or independent contractor for employment as an employee or independent contractor. If the Village employs any CAS employee or independent contractor as its own employee or independent contractor in violation of its agreement not to solicit for employment, the Village shall pay CAS the greater of \$10,000 or 200% of the individual's gross annualized wages at CAS at the time of hiring by the Village. This restriction will remain in effect for 12 months after the termination of this agreement.

Section 6: Management's Responsibilities

CAS agrees to perform the services as outlined in Section 1 above. The resulting financial statements and reports will be prepared utilizing the information that is given to us by Village management and are therefore the responsibility of Village management. Village management shall make all financial records and related information available to us and will assure the accuracy and completeness of this information. Management shall be responsible for ensuring that the Village complies with the laws and regulations applicable to its activities and shall designate a qualified management level individual to be responsible and accountable for overseeing the accounting services to be provided by us. Our engagement cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, we will inform you of any such matters that come to our attention when rendering the services pursuant to this letter of engagement and any supplements or addenda thereto.

Section 7: Workpapers Requested

In the event that we are requested or authorized by the Village or are required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to our engagement for the Village, the Village will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as for the fees and expenses of our counsel incurred in responding to such requests. This reimbursement will not be offset or reduced by any compensation or reimbursement previously paid to CAS for services rendered.



Corporate Accounting Solutions



Section 8: Complete Agreement; Amendments; Governing Law

This agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements between the parties. This agreement may not be amended or modified except in writing. This agreement shall be governed by and construed in accordance with the laws of the State of New York. With the exception of legal proceedings brought about by CAS, for the failure of the Village to make payments according to Sections 2 and 3 above, each of CAS and the Village waives all right to trial by jury in any action, suit, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of the engagement of CAS, or the performance by CAS of the services contemplated by this agreement.

If the foregoing terms meet with your approval, please indicate your acceptance by signing and returning one copy of this letter to us. We look forward to working with the Village of New Rochelle on this important assignment.

Very truly yours,

Corporate Accounting Solutions, LLC.

By:
Mario Mejia, CPA
Partner

ACCEPTED:
Incorporated Village of Freeport

By: _____
Mr. Alvin McDaniel
Comptroller

Date: _____

BOND RESOLUTION OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, ADOPTED _____, 2026, AUTHORIZING THE ACQUISITION OF EQUIPMENT FOR THE VILLAGE WATER DEPARTMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$203,165, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$203,165 BONDS OF SAID VILLAGE TO FINANCE SAID APPROPRIATION.

THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

SECTION 1. The Incorporated Village of Freeport, in the County of Nassau, New York (herein called "Village"), is hereby authorized to finance the cost of the acquisition of equipment for the Village Water Department as further described in Exhibit A attached hereto. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$203,165 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$203,165 of the Village to finance the said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

SECTION 2. Bonds of the Village in the principal amount of \$203,165 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

SECTION 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the class of objects or purposes for which the bonds authorized by this resolution are to be issued, within the limitations of Section 11.00 (a) 1 of the Local Finance Law, is forty (40) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

SECTION 4. The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The Village shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to this resolution.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Village, payable as to both principal and interest by a general tax upon all the real property within the Village subject to applicable statutory limits, if any. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of serial bonds and bond anticipation notes or the renewals of said obligations and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village (the "Village Treasurer"). Such notes shall be of such terms, form and contents as may be prescribed by said Village Treasurer consistent with the provisions of Local Finance Law. Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for any of the objects or purposes authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for any of the other objects or purposes authorized by this resolution and/or with bonds to be issued for one or more objects or purposes authorized by other resolutions of the Board, then the power of the Board to determine the "weighted average period of probable usefulness" (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village.

SECTION 8. The Village Treasurer is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Village Treasurer is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The Board of Trustees hereby determines that this resolution and the actions authorized herein constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA with respect to the Project need be taken by the Board of Trustees as a condition precedent to the adoption of this resolution.

SECTION 11. The intent of this resolution is to give the Village Treasurer sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of the Board.

SECTION 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 13. This bond resolution is subject to a permissive referendum.

* * *

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

EXTRACT OF MINUTES

Meeting of the Board of Trustees
of the Incorporated Village of Freeport,
in the County of Nassau, New York

_____, 2026

* * *

A regular meeting of the Board of Trustees of the Incorporated Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, Freeport, New York, on _____, 2026 at ____ o'clock P.M. (Prevailing Time).

There were present: Hon. Robert T. Kennedy, Mayor; and
Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk
* * *

Trustee _____ offered the following resolution and moved its adoption:

Exhibit A

<u>DEPARTMENT</u>	<u>VEHICLE*</u>	<u>BASE</u>	<u>ACCESSORIES</u>	<u>PRICE PER VEHICLE</u>	<u>QUANTITY</u>	<u>TOTAL COST</u>
WATER	JOHN DEERE BACKHOE					\$169,565
WATER	COMPRESSOR					33,600
*or equivalent						\$203,165

Trustee _____ offered the following resolution and moved its adoption:

THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Village Clerk of said Incorporated Village of Freeport shall within ten (10) days after the adoption of this resolution, cause to be published, in full, in “_____”, a newspaper published in Freeport, New York, having a general circulation within said Village and hereby designated the official newspaper of the Village for such publication, and posted in at least six (6) public places and in each polling place in the Village, a Notice in substantially the following form:

INCORPORATED VILLAGE OF FREEPORT, NEW YORK

PLEASE TAKE NOTICE that on _____, 2026, the Board of Trustees of the Incorporated Village of Freeport, in the County of Nassau, New York, adopted a bond resolution entitled:

“BOND RESOLUTION OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, ADOPTED _____, 2026, AUTHORIZING FINANCING FOR THE COST OF THE ACQUISITION OF EQUIPMENT FOR THE VILLAGE WATER DEPARTMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$203,165, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$203,165 BONDS OF SAID VILLAGE TO FINANCE SAID APPROPRIATION.”

an abstract of such bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Village to finance the cost of the acquisition of equipment for the Village Water Department; STATING the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$203,165; APPROPRIATING said amount therefor; and STATING the plan of financing includes the issuance of \$203,165 bonds of the Village to finance the said appropriation, and the levy of a tax upon all the taxable real property within the Village to pay the principal of said bonds and interest thereon;

SECOND: AUTHORIZING the issuance of \$203,165 bonds of the Village pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which the bonds are authorized is forty (40) years; the proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized; and the proposed maturity of said \$203,165 bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds and any bond anticipation notes issued in anticipation of said bonds and the renewals of said bond anticipation notes shall be general obligations of the Village; and PLEDGING to their payment the faith and credit of the Village;

FIFTH: DELEGATING to the Village Treasurer the powers and duties as to the issuance of said bonds and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: _____, 2026

PAMELA WALSH BOENING
Village Clerk

Section 2. The Village Clerk is hereby directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 1 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

Section 3. This resolution shall take effect immediately.

* * *

The adoption of the foregoing resolution was seconded by _____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, PAMELA WALSH BOENING, Village Clerk of the Incorporated Village of Freeport, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Incorporated Village of Freeport duly called and held on _____, 2026, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Incorporated Village of Freeport this ____ day of _____, 2026.

(SEAL)

Village Clerk

STATE OF NEW YORK)
 :SS:
COUNTY OF NASSAU)

PAMELA WALSH BOENING, being duly sworn, deposes and says:

That he is and at all times hereinafter mentioned he was the duly elected, qualified and acting Village Clerk of the Incorporated Village of Freeport, in the County of Nassau, State of New York;

That on _____, 2026, he has caused to be conspicuously posted and fastened up in the following places a Notice setting forth an abstract of the bond resolution duly adopted by the Board of Trustees on _____, 2026, a copy of which is annexed hereto and made a part hereof, said places constituting at least six (6) of the most conspicuous public places in said Village, and at least one copy in each polling place in said Village:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Village Clerk

Subscribed and sworn to before me
this __ day of _____, 2026.

Notary Public, State of New York

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on the ____ day of _____, 2026, and an abstract thereof has been published and posted as required by law and the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Incorporated Village of Freeport, in the County of Nassau, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of the notice, or such obligations were authorized in violation of the provisions of the constitution.

PAMELA WALSH BOENING
Village Clerk

BOND RESOLUTION OF THE INCORPORATED VILLAGE
OF FREEPORT, NEW YORK, ADOPTED _____,
2026, AUTHORIZING THE ACQUISITION OF EQUIPMENT
FOR THE VILLAGE WATER DEPARTMENT, STATING THE
ESTIMATED MAXIMUM COST THEREOF IS \$203,165,
APPROPRIATING SAID AMOUNT THEREFOR, AND
AUTHORIZING THE ISSUANCE OF \$203,165 BONDS OF
SAID VILLAGE TO FINANCE SAID APPROPRIATION.

The class of objects or purposes for which the bonds are authorized is the acquisition of equipment for the Village Water Department.

The maximum amount of obligations authorized to be issued is \$203,165.

The period of probable usefulness is forty (40) years.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the offices of the Village Clerk of the Incorporated Village of Freeport, located at Village Hall, Freeport, New York..

BOND RESOLUTION OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, ADOPTED _____, 2026, AUTHORIZING THE ACQUISITION OF EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS IN THE VILLAGE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$851,288, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$851,288 BONDS OF SAID VILLAGE TO FINANCE SAID APPROPRIATION.

THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

SECTION 1. The Incorporated Village of Freeport, in the County of Nassau, New York (herein called "Village"), is hereby authorized to finance the cost of the acquisition of equipment for the Department of Public Works in the Village, as further described in Exhibit A attached hereto. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$851,288 and said amount is hereby appropriated therefor. The plan of financing includes (i) the issuance of \$851,288 bonds of the Village to finance the said appropriation, (ii) certain grants and other funds, the receipt of which shall reduce the amount of obligations authorized herein *pro tanto*, and (iii) the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

SECTION 2. Bonds of the Village in the principal amount of \$851,288 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance said appropriation.

SECTION 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the class of objects or purposes for which the bonds authorized by this resolution are to be issued, within the limitations of Section 11.00 (a) 28 of the Local Finance Law, is fifteen (15) years; however, it is hereby determined that the maximum term of such bonds will not exceed five (5) years from the first date of borrowing pursuant to this resolution.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

SECTION 4. The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise

created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The Village shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall not be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to this resolution.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Village, payable as to both principal and interest by a general tax upon all the real property within the Village subject to applicable statutory limits, if any. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of serial bonds and bond anticipation notes or the renewals of said obligations and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village (the "Village Treasurer"). Such notes shall be of such terms, form and contents as may be prescribed by said Village Treasurer consistent with the provisions of Local Finance Law. Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for any of the objects or purposes authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for any of the other objects or purposes authorized by this resolution and/or with bonds to be issued for one or more objects or purposes authorized by other resolutions of the Board, then the power of the Board to determine the "weighted average period of probable usefulness" (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Village Treasurer, as the chief fiscal officer of the Village.

SECTION 8. The Village Treasurer is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable

from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Village Treasurer is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The Board of Trustees hereby determines that this resolution and the actions authorized herein constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA with respect to the Project need be taken by the Board of Trustees as a condition precedent to the adoption of this resolution.

SECTION 11. The intent of this resolution is to give the Village Treasurer sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of the Board.

SECTION 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 13. This resolution shall take effect immediately.

The following vote was taken and recorded in the public or open session of said meeting:

AYES:

NOES:

Dated: _____, 2026

EXTRACT OF MINUTES

Meeting of the Board of Trustees
of the Incorporated Village of Freeport,
in the County of Nassau, New York

_____, 2026

* * *

A regular meeting of the Board of Trustees of the Incorporated Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, Freeport, New York, on _____, 2026 at ____ o'clock P.M. (Prevailing Time).

There were present: Hon. Mayor Robert T. Kennedy, Mayor; and
Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk
* * *

Trustee _____ offered the following resolution and moved its adoption:

Exhibit A

<u>DEPARTMENT</u>	<u>VEHICLE*</u>	<u>BASE</u>	<u>ACCESSORIES</u>	<u>PRICE PER VEHICLE</u>	<u>QUANTITY</u>	<u>TOTAL COST</u>
DPW	FORD F350 WITH LIFT GATE	\$54,870.00	\$15,300.00	\$70,170.00	3	\$221,035
DPW	FORD F350 WITH DUMP BODY	\$63,945.00	\$23,555.00	\$87,500.00	2	\$183,750
DPW	INTERNATIONAL T480	\$365,000.00	\$0.00	\$365,000.00	1	\$383,250
DPW	TRANSIT VAN	\$55,315.00	\$4,925.00	\$60,240.00	1	\$63,253
						\$851,288

*or equivalent

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

I, the undersigned Village Clerk of the Incorporated Village of Freeport, Nassau County, New York (the "Village") DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Village Clerk of the Village and the custodian of the records of the Village, including the minutes of the proceedings of the Board of Trustees, and am duly authorized to execute this certificate.

2. A regular meeting of the Board of Trustees of the Village was held on _____, 2026, and Minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Board.

3. Attached hereto is a true and correct copy of a Bond Resolution duly adopted at a meeting of the Board of Trustees held on _____, 2026 and entitled:

BOND RESOLUTION OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, ADOPTED _____, 2026, AUTHORIZING THE ACQUISITION OF VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS IN THE VILLAGE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$851,288, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$851,288 BONDS OF SAID VILLAGE TO FINANCE SAID APPROPRIATION.

4. That said meeting was duly convened and held and that said resolution was duly adopted in all respects in accordance with the law and regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board of Trustees was present throughout said meeting, and a legally sufficient number of members (2/3's of the Board of Trustees) voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to said meeting and the adoption of the resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. Public Notice of the time and place of said Meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of said Board had due notice of said Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

6. The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Incorporated Village of Freeport this ___ day of _____, 2026.

Pamela Walsh Boening, Village Clerk

[SEAL]

ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted on _____, 2026 by the Board of Trustees of the Incorporated Village of Freeport, Nassau County, New York (the "Village"). The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Village is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Pamela Walsh Boening,
Village Clerk, Incorporated Village of Freeport

SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Board of Trustees of the Incorporated Village of Freeport, Nassau County, New York (the "Village") on _____, 2026.

1. The resolution is entitled "BOND RESOLUTION OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, ADOPTED _____, 2026, AUTHORIZING THE ACQUISITION OF VEHICLES FOR THE DEPARTMENT OF PUBLIC WORKS IN THE VILLAGE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$851,288, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$851,288 BONDS OF SAID VILLAGE TO FINANCE SAID APPROPRIATION..".

2. Object or Purpose: acquisition of vehicles for the Department of Public Works in the Village.

3. Period of Probable Usefulness: 5 years

4. Amount of Debt Obligations Authorized: \$851,288.

The resolution summarized herein shall be available for public inspection during normal business hours at the offices of the Village Clerk of the Incorporated Village of Freeport, located at Village Hall, Freeport, New York.

**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: January 27, 2026

Re: 2026 FURNISHING OF LIQUID CAUSTIC SODA

Sixteen (16) bids were distributed and four (4) bids were received for the January 13, 2026 bid opening for the referenced purchase contract. This contract provides unit cost for the purchase of liquid caustic soda. The Water Department uses liquid caustic soda to treat the water prior to being pumped into the distribution system. Water Plant Operators introduce caustic soda into the water system to raise the P.H. levels from an acidic state of 5.4 to a neutral or alkaline state of 7.5 to 7.9. This is done to comply with a Nassau County Department of Health requirement for corrosion control purposes.

Bids range from a high bid of \$600,479.50 to a low bid of \$291,350.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your review. Funding for this purchase will come out of the Water Department operating budget (WE96004 541110).

Brenntag, 81 West Huller Lane, Reading, PA 19605 was the low bidder in the amount of \$291,350.00. We have checked the low bidder's references and all appear to be in order.

Accordingly, it is recommended that the contract, **2026 FURNISHING OF LIQUID CAUSTIC SODA** be awarded to the lowest responsible bidder,

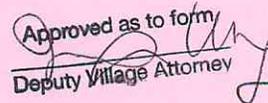
**Brenntag
81 West Huller Lane
Reading, PA 19605**

in the amount of \$291,350.00 for this contract total bid. The contract will be for a term of one year beginning March 1, 2026, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.



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

Approved as to form
Deputy Village Attorney



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

WHEREAS, the Board authorized the Village Clerk is hereby authorized to advertise a Notice to Bidders for the “2026 Furnishing of Liquid Caustic Soda”; and

WHEREAS, sixteen (16) bids were distributed and four (4) bids were received for the January 13, 2026 bid opening for the referenced purchase contract; and

WHEREAS, the bids range from a high bid of \$600,479.50 to a low bid of \$291,350.00; and

WHEREAS, the lowest responsible bidder was submitted by Brenntag, 81 West Huller Lane, Reading, PA 19605, in the amount of \$291,350.00; and

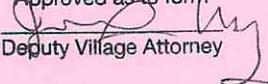
WHEREAS, the contract will be for a term beginning March 1, 2026 and ending on February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to award the 2026 Furnishing of Liquid Caustic Soda to Brenntag, 81 West Huller Lane, Reading, PA 19605, in the amount of \$291,350.00, for a term beginning March 1, 2026 and ending on February 28, 2027, with an option for two (2) one-year extensions if mutually accepted.

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

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT DEPARTMENT OF PUBLIC WORKS
2026 FURNISHING OF LIQUID CAUSTIC SODA

BID
DATE: JANUARY 13, 2026

BRENTNAG NORTHEAST LLC
81 WEST HULLER LANE
READING, PA 19605

JCI JONES CHEMICALS, INC.
1765 RINGLING BOULEVARD
SARASOTA, FL 34236

UNIVAR USA INC.
200 DEAN SIEVERS PLACE
MORRISVILLE, PA 19067

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	25% LIQUID CAUSTIC SODA	GAL	45,000 (MORE OR LESS)	\$ 1.590	\$ 71,550.000	\$ 1.950	\$ 87,750.000	\$ 1.888	\$ 84,960.000
	50% LIQUID CAUSTIC SODA (SINGLE DROP WITH A 2000 GAL. MINIMUM DELIVERY)	GAL	65,000 (MORE OR LESS)	\$ 3.1400	\$ 204,100.00	\$ 3.2000	\$ 208,000.00	\$ 4.0450	\$ 262,925.00
	50% LIQUID CAUSTIC SODA (TWO DROPS WITH A 2500 GAL. MINIMUM DELIVERY)	GAL	5,000 (MORE OR LESS)	\$ 3.1400	\$ 15,700.00	\$ 3.3000	\$ 16,500.00	\$ 4.0450	\$ 20,225.00
TOTALS					\$ 291,350.00	\$ 312,250.00	\$ 368,110.00		

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT DEPARTMENT OF PUBLIC WORKS
2026 FURNISHING OF LIQUID CAUSTIC SODA

BID
DATE: JANUARY 13, 2026

KUEHNE CHEMICAL CO., INC
86 NORTH HACKENSACK AVE
KEARNY, NJ 07032

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST
	25% LIQUID CAUSTIC SODA	GAL.	45,000 (MORE OR LESS)	\$ 3.3333	\$ 149,998.50
	50% LIQUID CAUSTIC SODA (SINGLEDROP WITH A 2000 GAL MINIMUM DELIVERY)	GAL.	65,000 (MORE OR LESS)	\$ 6.3898	\$ 415,337.00
	50% LIQUID CAUSTIC SODA (TWO DROPS WITH A 2500 GAL MINIMUM DELIVERY)	GAL.	5,000 (MORE OR LESS)	\$ 7.03	\$ 35,144.00
TOTALS					\$ 600,479.50

**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: January 27, 2026

Re: 2026 FURNISHING OF SODIUM HEXAMETAPHOSPHATE

Fourteen (14) bids were picked up and four (4) bids were received for the January 13, 2026 bid opening for the referenced purchase contract. This contract provides a unit price for sodium hexametaphosphate which is used for sequestering iron in the water distribution system.

Bids range from a high bid of \$79,800.00 to a low bid of \$63,558.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541310).

Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518 was the low bidder in the amount of \$63,558.00 We have checked the low bidder's references and all appear to be in order.

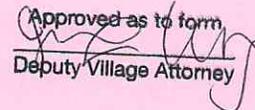
Accordingly, it is recommended that the contract, **2026 FURNISHING OF SODIUM HEXAMETAPHOSPHATE** be awarded to the lowest responsible bidder,

**Chemrite, Inc.
5202 Belle Wood Ct
Suite 104.
Buford, GA 30518**

in the amount of \$63,558.00 for this contract total bid. The contract will be for a term of one year beginning March 1, 2026, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Board authorized the Village Clerk is hereby authorized to publish a Notice to Bidders for the “2026 Furnishing of Sodium Hexametaphosphate”; and

WHEREAS, fourteen (14) bids were picked up and four (4) bids were received for the January 13, 2026 bid opening for the referenced purchase contract; and

WHEREAS, the bids range from a high bid of \$79,800.00 to a low bid of \$63,558.00; and

WHEREAS, the lowest responsible bidder was submitted by Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518, in the amount of \$63,558.00; and

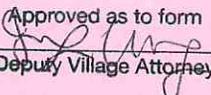
WHEREAS, the contract will be for a term beginning March 1, 2026 and ending on February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to award the 2026 Furnishing of Sodium Hexametaphosphate to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518, in the amount of \$63,558.00, for a term beginning March 1, 2026 and ending on February 28, 2027, with an option for two (2) one-year extensions if mutually accepted.

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

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2026 FURNISHING OF SODIUM HEXAMETAPHOSPHATE
FOR FREEPORT WATER DEPARTMENT

DATE: January 13, 2026
CHEMRITE, INC.
5202 BELLE WOOD CT, SUITE 104
BUFORD, GA 30518

SHANNON CHEMICAL CORP
PO BOX 376
MALVERN, PA 19355

CARUS LLC
315 FIFTH STREET
PERU, IL 61354

AQUA SMART, INC.
3710 ATLANTA INDUSTRIAL PKWY
ATLANTA, GA 30331

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	SODIUM HEXAMETAPHOSPHATE	TONS, MORE OR LESS	20	\$ 3,177.90	\$ 63,558.00	\$ 3,427.17	\$ 68,543.40	\$ 3,600.00	\$ 72,000.00	\$ 3,990.00	\$ 79,800.00
	TOTALS						\$68,543.40		\$ 72,000.00		\$ 79,800.00

**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: January 27, 2026

**Re: 2026 FURNISHING OF LIQUID SODIUM HYPOCHLORITE FOR FREEPORT
WATER DEPARTMENT**

Eighteen (18) bids were picked up and three (3) bids were received for the January 13, 2026 bid opening for the referenced purchase contract. This contract provides a unit price for liquid sodium hypochlorite. Water Plant Operators introduce liquid Sodium Hypochlorite into the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement.

Bids range from a high bid of \$166,600.00 to a low bid of \$77,000.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541210).

Twin County Swimming Pool Maintenance & Supply, 797 Conklin Street, Farmingdale, NY 11735 was the low bidder in the amount of \$77,000.00. We have checked the low bidder's references and all appear to be in order.

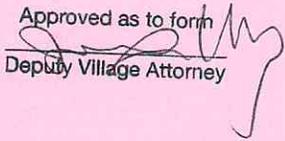
Accordingly, it is recommended that the contract, **2026 FURNISHING OF LIQUID SODIUM HYPOCHLORITE FOR FREEPORT WATER DEPARTMENT** be awarded to the lowest responsible bidder,

**Twin County Swimming Pool Maintenance & Supply
797 Conklin Street
Farmingdale, NY 11735**

in the amount of **\$77,000.00** for this contract total bid. The contract will be for a term of one year beginning March 1, 2026, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.



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

Approved as to form


Deputy Village Attorney

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

WHEREAS, the Board authorized the Village Clerk to publish a Notice to Bidders for the "2026 Furnishing of Liquid Sodium Hypochlorite"; and

WHEREAS, eighteen (18) bids were picked up and three (3) bids were received for the January 13, 2026 bid opening for the referenced purchase contract; and

WHEREAS, the bids range from a high bid of \$166,600.00 to a low bid of \$77,000.00; and

WHEREAS, the lowest responsible bidder was submitted by Twin County Swimming Pool Maintenance & Supply, 797 Conklin Street, Farmingdale, NY 11735, in the amount of \$77,000.00; and

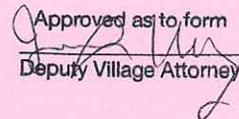
WHEREAS, the contract will be for a term beginning March 1, 2026 and ending on February 28, 2027, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541210); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to award for the 2026 Furnishing of Liquid Sodium Hypochlorite to Twin County Swimming Pool Maintenance & Supply, 797 Conklin Street, Farmingdale, NY 11735, in the amount of \$77,000.00, for a term beginning March 1, 2026 and ending on February 28, 2027, with an option for two (2) one-year extensions if mutually accepted.

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

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2026 FURNISHING OF LIQUID SODIUM HYPOCHLORITE
FOR FREEPORT WATER DEPARTMENT

DATE: January 13, 2026

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	TWIN COUNTY SWIMMING POOL MAINTENANCE & SUPPLY		PVS MINIBULK, INC.		KUEHNE CHEMICAL CO	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	LIQUID SODIUM HYPOCHLORITE - WATER DEPT	GAL	28,000	\$ 2.75	\$ 77,000.00	\$ 4.51	\$ 126,280.00	\$ 5.95	\$ 166,600.00
TOTALS					\$ 77,000.00		\$ 126,280.00		\$ 166,600.00