

AGENDA **BOARD OF TRUSTEES' MEETING** **April 17, 2023**

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from April 3, 2023.
- b) Request approval of the Board of Trustees' minutes from the April 4, 2023 Rezoning Public Hearing.
- c) Request approval of the Board of Trustees' minutes from the April 6, 2023 Dangerous/Nuisance hearings.
- d) Request resolution of the honorary renaming of the corner of S. Ocean Avenue and Archer Street to Rev. Eugene and Sylvia Purvis Corner.
- e) Request approval of the Moving of a Building application submitted by Long Island Modular Homes, to move two modular units from Baldwin to 15 Lester Avenue, on April 18, 2023 (alternate date: April 25), at 7:00 A.M.
- f) Request approval of a public assembly permit application submitted on behalf of the Freeport Christian Clergy Council, to hold a National Day of Prayer on the Village Hall steps, on Thursday, May 4, 2023, from 12:00 P.M. to 1:00 P.M.
- g) Request approval of the appointment of Petros Mestheaneas as Dog Control Officer, said term to expire April 1, 2024.
- h) Request authorization to prepare and endorse Home Rule Message A06500, introduced by Assemblyman Brian Curran and Home Rule Message S06244, introduced by Senator Kevin Thomas, authorizing the Town of Hempstead to transfer ownership of certain parkland constituting the town marina to the Village of Freeport.

2. ELECTRIC DEPARTMENT – Al Livingston Jr.

- a) Request to advertise a notice to bidders for bid #23-05-ELEC-661 "Furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled) in the Freeport Herald on April 20, 2023, with a return date of May 16, 2023.
- b) Request to reject all bids received for bid #22-12-ELEC-636 "Furnishing of 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded Chlorinated, Polyethylene Jacketed (3-1/C Paralleled).
- c) Request to retroactively approve the software maintenance and support services contract for enhanced cybersecurity with Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061, from March 29, 2023 through March 28, 2024, in the amount of \$32,250.
- d) Request retroactive approval to extend the Chemical and Water Treatment Services agreement with Gotham Refining Chemical Corp., 23-74 48 Street, Astoria, New

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

York 11103, from March 1, 2023 through February 29, 2024, for an amount not to exceed \$18,527.00, with no increase in price.

- e) Request approval of the Planned Annual Continuing Education subscription to support and train Village Staff on new features, provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, Maine 04105, from May 1, 2023 to April 30, 2024, for a cost of \$7,153.28.

3. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request approval of the April 6, 2023 Freeport Fire Department Elections results as follows:

Chief of Department:	Kevin Collica
First Asst.:	Chief Albeiro Gonzalez
Second Asst. Chief:	Anthony Sotira
Third Asst.:	Chief Christopher Burkart
2nd Battalion Delegate:	Thomas Johnson

and further approve the April 6, 2023 annual company election results:

Captains:

Ryan Fee Excelsior Hook and Ladder Company Number 1
Nick Stein Wide Awake Engine Company Number 1
Mike Rizzo Ever Ready Hose Company Number 1
Yoemni Marte, Vigilant Hose Company Number 2
Randy Juene, Bayview Hose Company Number 3
Kevin Madigan Patriot Hose Company Number 4
David Garcia Fort Apache Hose Company Number 5
Raymond Burkart, Emergency Rescue Company Number 9
Brian Nicholson Fire Police Squad, Matthew Colgan Dive Squad

First Lieutenants:

John Gardenhire Excelsior Hook and Ladder Company Number 1
Anthony Cusumano Wide Awake Engine Company Number 1
Michael McMahon Ever Ready Hose Company Number 1
Ernesto Hughes Vigilant Hose Company Number 2
John Smith Bayview Hose Company Number 3
Randy Agguire Patriot Hose Company Number 4
Kalif Jones Fort Apache Hose Company Number 5
Jenny Rivas Emergency Company Number 9
Ed Martin Fire Police Squad
Brian Cetain Dive Squad

Second Lieutenants:

Thomas Fee Excelsior Hook and Ladder Company 1
Mark Gregory Jr Wide Awake Engine Company Number 1
Salvatore Cassonetto Ever Ready Hose Company Number 1

Omar Delacruz Vigilant Hose Company Number 2
Jorge Martinez Bayview Hose Company Number 3
Jimmy Medina Fort Apache Hose Company Number 5
Josue Mejia Emergency Company Number 9
Daniel Elfriech Fire Police Squad

Wardens:

Vincent Giordano Excelsior Hook & Ladder Company Number 1
Dave Baer Wide Awake Engine Company Number 1
Jerry Cardoso Ever Ready Hose Company Number 1
William Walsh Vigilant Hose Company Number 2
Thomas Johnson Bayview Hose Company Number 3
Robert McLaughlin Patriot Hose Company Number 4
Alfredo Ruiz Sr. Fort Apache Hose Company Number 5
Edward Friedman Emergency Company Number 9

4. HUMAN RESOURCES – **Conor Kirwan**

- a) Request to enter into a consulting agreement with Stephanie Sarno, 3801 Matthew Lane, Seaford, New York 11783, related to Police Department Strategic Operations Command room, from May 18, 2023 through February 29, 2024, for an amount not to exceed \$26,000.

5. POLICE DEPARTMENT – **Michael J. Smith**

- a) Request retroactive approval of the Federal Equitable Sharing Agreement and Certification between the Village of Freeport, the US Department of Justice and the US Department of Treasury, from March 1, 2022 through February 28, 2023.

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

- a) Request retroactive approval to award the purchase contract for “2023 Supply of Car Tires” to Goodyear Tire and Rubber Co., 336 N. Broadway, Jericho, New York 11753, from March 1, 2023 through February 29, 2024.

7. RECREATION CENTER – **Victoria Dinielli**

- a) Request approval to renew the personal services agreement with Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York 11566, for karate classes, from July 1, 2023 through February 29, 2024, in an amount not to exceed \$15,000.
- b) Request approval to renew the personal services agreement with FitFam, 950 Church Street, Baldwin, New York 11510, for children’s fitness classes, from June 1, 2023 through February 29, 2024, in an amount not to exceed \$2,500.
- c) Request to enter into a personal service agreement with Kidokinetics of Nassau County, 99 S. Park Avenue, #307, Rockville Centre, New York 11570, for sports classes, from June 1, 2023 through February 29, 2024, in an amount not to exceed \$5,000.

8. VILLAGE ATTORNEY – Howard E. Colton

- a) Request to amend the Vehicle and Traffic Regulations as follows:

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

No person shall park a vehicle within the designated areas in the following streets at any time, or at the times otherwise indicated:

ADD:

Dehnhoff Avenue, south side, from the easterly curblineline of Graffing Place east for a distance of 65 feet.

- b) Request retroactive approval of the annual maintenance renewal fee for maintenance of the eCode360 with General Code, P.O. box 772512, Detroit, Michigan 48277-2512, in the amount of \$1,195, from March 1, 2023 through February 29, 2024, with no increase in price.
- c) Request the Board of Trustees schedule a public hearing May 1, 2023 at 7:15 P.M. to consider the request to open a taxi company in the Village of Freeport and further request the Village Clerk publish the notice in the Freeport Herald.
- d) Request the Board of Trustees schedule a public hearing on May 1, 2023 at 7:15 P.M. to amend Chapter 155 Article XIV entitled Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments by adding §155-107 and further request the Village Clerk publish the notice in the Freeport Herald.
- e) Request to enter into a contract with NGL Insurance Group, 112 Merrick Road, P.O. Box 847, Lynbrook, New York 11563, to provide a cost savings review of all insurance policies (except medical insurance), for a not to exceed cost of \$2,500.00.

9. VILLAGE CLERK – Pamela Walsh Boening

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$3,474.55 as follows:

159 Dehnhoff Avenue	\$1,593.15
275 Lena Avenue	\$ 688.40
22 Miller Avenue	\$1,193.00

10. VILLAGE COURT – Carmen Ramos

- a) Request approval of the agreement with Mill Neck Interpreters, P.O. Box 229, Mill Neck, New York 11765, for services of ASL Interpreters in Village Court, from April 18, 2023 through February 29, 2024.

PUBLIC COMMENT

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

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Kennedy
From: Howard Colton, Village Attorney
Date: April 12, 2023
Re: Renaming corner of South Ocean Avenue and Archer Street
Rev. Eugene and Sylvia Purvis Corner

At the request of the Nassau County Legislature Minority Leader Kevan Abrahams, enclosed is a proposed resolution granting an honorary name change to the corner at South Ocean Avenue and Archer Street, changing the name to "Rev. Eugene and Sylvia Purvis Corner." This honor is bestowed in tribute to the dedication and camaraderie exhibited by the Reverend Eugene Purvis, Sr. and his wife Sylvia Purvis. After serving honorably in the United States Army Air Force during World War II, Reverend Purvis moved to New York, pursued studies in Christian Ministry, and worked as an optician. He met his future wife Sylvia, an optometrist, while working with her. They married and moved to Long Island in the 1970s, and eventually settled in Freeport in the early 1990s at 255 South Ocean Avenue. Reverend Purvis served the AME Zion Church for over 50 years, while Sylvia pursued becoming a licensed educator and business owner. They owned the Children's World Montessori School in Freeport for over 30 years, educating students from pre-K to third grade. This name change will be a symbolic preservation of the ideals and commitment to community that Rev. Eugene and Sylvia Purvis embodied.

If this meets with your approval, please place this on the next available Board agenda to effectuate this change.


Howard Colton
Village Attorney

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

WHEREAS, Rev. Eugene Purvis, a United States Veteran and pastor, was a pillar of the Freeport Community for over 30 years, from his work with the AME Zion Church to his strong commitment to the education of children through his ownership of the Children's World Montessori School; and

WHEREAS, Sylvia Purvis was a valuable member of the Freeport community as a long-time educator of children through her ownership and work with the Children's World Montessori School, as well as her work with the AME Zion Church community; and

WHEREAS, this honor is bestowed in tribute to the dedication and camaraderie exhibited by the Reverend Eugene Purvis, Sr., and his wife Sylvia Purvis; and

WHEREAS, the Board of Trustees wishes to recognize and honor Reverend Eugene Purvis, Sr., and Sylvia Purvis' history of service to the Freeport community through the honorary name change to the corner at South Ocean Avenue and Archer Street, changing the name to "Rev. Eugene and Sylvia Purvis Corner", a symbolic gesture which will preserve the memory of all they have done for this country and community; and

NOW THEREFORE BE IT RESOLVED, the corner at South Ocean Avenue and Archer Street be granted the honorary name "Rev. Eugene and Sylvia Purvis Corner".

The Clerk polled the Board as follows:

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

Robert T. Kennedy

From: Wheat, Robin E <rwheat@nassaucountyny.gov>
Sent: Sunday, March 19, 2023 7:40 PM
To: Robert T. Kennedy
Cc: Abrahams, Kevan
Subject: (External E-mail)Rev. and Mrs. Purvis

*S. Ocean
+ Archer St.*

Dear Mayor Kennedy,

Thank you for requesting that information be resent concerning the street renaming for Rev. & Mrs. Purvis.

Those who contacted the office was asking for any street to be named after Rev. Eugene Purvis and his wife Sylvia but hopefully the section where they lived for so long on S. Ocean, and I think, Archer.

The obituaries tell a lot about them and they seem deserving of such an honor. It might be nice to do the unveiling on his birthday, June 18th.

Please let know if you will be honoring their legacy and keep me updated on the progress of the street renaming. Also, let me know if you need additional information.

<https://ginamitchellfunerals.com/tribute/details/521/rev-Dr-Eugene-Purvis-Sr/obituary.html>
<https://ginamitchellfunerals.com/tribute/details/535/Sylvia-Purvis/obituary.html>

“Rev. Dr. Eugene Herbert Alexander Purvis, Sr. ,passed away on February 5, 2021 and his beloved wife, Dr. Sylvia Purvis, almost a month later, passed away on March 3, 2021. They were members of the Freeport community for 50 years and founded the Children’s World Montessori School in Freeport. They raised their children in their dream home at 255 S. Ocean Ave. in Freeport. Rev. Dr. Purvis, World War 2 Veteran, a long time Pastor at nearby A.M.E Zion Church was loved and recognized by many in our community. He celebrated his 97th birthday last year where he was honored to receive citations in commemoration of his big day. On his 97th birthday Rev. Dr. Purvis received citations of recognition for his heroism and commitment to Freeport.”

Thank you.

LI HERALD of COM

SELECT A TOWN

Freeport's Rev. Eugene Purvis dies at 97

WW II hero, community leader

Posted February 19, 2021



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92980A%20FRE%202%2018%20Eugene.jpg)

The Rev. Eugene Purvis, World War II veteran and local community leader, died on Feb. 5, at 97.

RONNY REYES/HERALD



By Ronny Reyes (mailto:rreyes@liherald.com)

The Rev. Eugene Purvis, 97, of Freeport, died on Feb. 5. He was the beloved husband of Dr. Sylvia Purvis, and loving father of Alexius, David and Eugene Jr. Purvis was a World War II veteran and active member of Freeport Cares, a community group that works with the Freeport School District and Village of Freeport to promote programs and activities for local families.

Schools Superintendent Dr. Kishore Kuncham, a fellow member of Freeport Cares and long-time friend of Purvis, noted that Purvis never missed a meeting with the group in more than 20 years, despite his age.

"His presence, incredible positivity, love of life and unconditional care for others has left a mark on me and others," Kuncham said. "He will always be remembered."

Purvis often described himself to the Herald as a "simple country boy," born in South Carolina in 1923. He joined the U.S. military just before his 20th birthday, and was assigned to the 435th Aviation Squadron, a unit of African-American soldiers within the 20th Army Air Corps.

His unit served on the Pacific front, on the island of Saipan, where they were under constant fire from Japanese bomber planes. Although Purvis and his fellow Black soldiers faced discrimination during his time in the military, he said he never held any hatred towards anyone.

He said that it was his faith in God, love for others and commitment to following the rules that led him to live a long and happy life, despite the hardships he faced.

"I never got angry at anybody," Purvis said. "When you live long enough, you find the truths in life... and I do feel sorry for those who hate others."

Among his memories of the war, Purvis used to tell others of his commanding officers instructing him to hide from the Japanese bomber planes whenever the alarms sounded at his camp.

Purvis said every time he heard that alarm, he dove into a nearby foxhole, regardless of the constant false alarms that came throughout the days. He said the main reason he did so was because his commanders had entrusted him to do so.

Then one day, when the alarms rang, Purvis urged his friends in the unit to join him in the foxhole, but he said they had become tired of the false alarms and attributed this latest one to another dud. Purvis said his friends died that day in the bombing, and since then, his faith in following the rules was ironclad.

SHARES

He earned the rank of master sergeant.

After the war, Purvis moved to New York in 1946, and a few years later, he settled in Freeport with his wife. A devout believer all his life, Purvis became an ordained minister and served at the Brownsville AME Zion Church in Brooklyn, Lakeville AME Zion Church in Manhasset, Shaw Temple A.M.E. Zion Church in Amityville and Naomi Temple AME Zion Church in Roosevelt, where he was pastor for 30 years.

The couple spent their lives in service to others, including founding the local, private Children's World Montessori School for students in grades pre-kindergarten to three.

When the pandemic struck last year, the elderly Purvis couple began to see their home fall into disrepair as the aging infrastructure crumbled and trash piled up in their backyard.

The members of Freeport Cares took turns watching over the couple. During the pandemic, they delivered meals when they saw the state of the house.

Christine Waters, of East Meadow, was among the members of Freeport Cares who helped look after Purvis. She worked with her local Economic Opportunity for All Youth Committee and the Copiague-based nonprofit, Promise of Hope Foundation, to bring dozens of local volunteers to repair Purvis's home.

They installed a handicapped-accessible bathroom on the home's first floor and fixed its plumbing issues.

Prior to the fix-up event, local leaders and friends gathered outside Purvis's home to wish him a happy 97th birthday, and he was given several honors from local and state officials.

"It was a nice time to get to share my story, again," Purvis told the Herald.

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The worldwide pandemic has threatened many of the businesses you rely on every day, but don't let it take away your source for local news. Now more than ever, we need your help to ensure nothing but the best in hyperlocal community journalism comes straight to you. Consider supporting the Herald with a small donation. It can be a one-time, or a monthly contribution, to help ensure we're here through this crisis. To donate or for more information, click here (/donate/).

OTHER ITEMS THAT MAY INTEREST YOU

Lou Matarazzo, NYPD union stalwart, dies (/stories/lou-matarazzo-nypd-union-stalwart-dies.163972)

Jack Healy, former Seaford Herald photographer, dies (/stories/jack-healy-former-seaford-herald-photographer-dies.161510)

James "Jimmy" Byrne of Rockville Centre (/stories/james-jimmy-byrne-of-rockville-centre.151736)

Aline Kominsky-Crumb dies at 74 (/stories/aline-kominsky-crumb-dies-at-74.151117)

Comments

Report an inappropriate comment (/report_item.html?sub_id=130284&referring_url=%2Fstories%2Ffreeports-rev-eugene-purvis-dies-at-97%2C130284)

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: April 13, 2023

RE: Moving of a Building
Applicant: Long Island Modular Homes
Location: 15 Lester Avenue
Date: April 18, 2023 or April 25, 2023
Time: 7:00 A.M.

Attached please find a Moving of a Building application submitted by Jack Davison, on behalf of Long Island Modular Homes, to move a modular home to 15 Lester Avenue. Two transportation vehicles will transport the modular home into Freeport on April 18, 2023 (alternate date April 25). The date that the structure will be assembled is April 19, 2023 (alternate date: April 26). The height from the ground to the top of the structure is 13'6" and the two modular structures are 15'9" x 57'4". The route into Freeport from Baldwin is: Atlantic Avenue to Westend Avenue to Meister Blvd, to Lester Avenue.

The recommendations from the Police Department, Building Department, Public Works, Electric Department, and the Fire Department are enclosed for your review, along with the insurance certificates.



Pamela Walsh Boening
Village Clerk
Attachments

FEE PAID: _____

PERMIT #: _____
 Date Issued : _____



INCORPORATED VILLAGE OF FREEPORT
 46 NORTH OCEAN AVENUE
 FREEPORT, NEW YORK 11520
 (516) 377-2300
 FAX (516) 771-4127

RECEIVED
 2023 MAR 31 P 2:15
 CLERK'S OFFICE
 VILLAGE OF FREEPORT, NY

APPLICATION FOR MOVING OF A BUILDING

Application Date: 4-3-23
 Applicant: Jack Davidson (PRINT) Property Owner: Steve Eakin (PRINT)
 Company: Long Island Modular Homes Address: 15 Lester Ave, Freeport, NY 11520
 Address: 4 Montauk Hwy, Westhampton, NY 11977 Telephone: 516-992-0188
 Company Telephone: 631 998 0755 516-847-5531

Property Owner's Consent

I STEVEN EAKIN + MELISSA EAKIN am (are) the owner (s) of the subject property (destination) and consent to the filing of this application.

Owner's signature [Signature] Date 3/8/23

Sworn to before me this 8th day of MARCH 2023
Tara Colletti
 Notary Public

Tara Colletti
 NOTARY PUBLIC, STATE OF NEW YORK
 Registration No. 01CO6309284
 Qualified in Nassau County
 Commission Expires 10/14/2026

Size and structural details: Two Modular units 15'9" x 57'4"

Height from Ground to Top of Structure: 13'6"

One Floor or Two Floor Structure: Second story addition

Present Location of Building (exact address) 714 Merrick Rd Baldwin NY 11510

Destination (exact address) 15 Lester Ave, Freeport, NY 11520

Requested Route to be Followed*: Merrick Rd - S. Brookside Rd - Foxhorst - Atlantic Ave
Westend Ave - Meister Blvd - Lester Ave - Foxhorst - Atlantic Ave
Westend Ave - Meister Blvd - Lester Ave

*subject to review & approval of various departments

NOTE: For review and approval process, application MUST be submitted at least 21 days prior to the requested date

Correction: Verbal - Merrick Rd to Grand Ave to Atlantic Ave to Westend Ave to Meister Blvd to Lester

APPLICATION FOR MOVING OF A BUILDING

Page 2.

Date of Transport: 4/18/23, 4/25
Number of transport vehicles: 2
Number of escort vehicles: 2
Date of Assembly: 4/19/23 4/26

Staging 714 Merrick Rd
Baldwin

Type of Vehicles _____

Start Time: 7:00 (AM) / PM Finish Time: _____ AM / PM

Street to be closed: Yes _____ No X

IF YES:

Date of Street Closure: _____

Name of Street: _____

Between: _____

From _____ AM / PM To _____ AM / PM

Certificate of Insurance Approved by: _____
(Provided by Mover) (PRINT) (SIGNATURE) (DATE)

Completion Bond Yes _____ No _____

Permit fee of \$300.00* Cash _____ Check _____ Money Order _____

*(for each transport vehicle)

Affirmation of Understanding and Awareness:

I Jack Davidson acting as an authorized representative of Long Island Modular Homes swear under oath that I have received and read and understand Village of Freeport Code, Section 90-1 to 90-4 entitled "Moving of Buildings". Further, if granted a permit I agree to abide by all of the provisions and stipulations of such code.

Sworn to before me this 8th
day of March 2023

Jack Davidson
(Signature of Applicant)

Tara Colletti
Notary Public

Tara Colletti
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO6309284
Qualified in Nassau County
Commission Expires 10/14/2026

FOR OFFICIAL USE ONLY

1. Building Department	Approved _____	Denied _____	Signature _____	Date _____
2. Claims Examiner	Approved _____	Denied _____	Signature _____	Date _____
3. DPW	Approved _____	Denied _____	Signature _____	Date _____
4. Electric Utility	Approved _____	Denied _____	Signature _____	Date _____
5. Fire Department	Approved _____	Denied _____	Signature _____	Date _____
6. Mayor	Approved _____	Denied _____	Signature _____	Date _____
7. Police Department	Approved _____	Denied _____	Signature _____	Date _____
8. Village Clerk	Approved _____	Denied _____	Signature _____	Date _____



Effective Date: March 27th, 2023

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 66593737

That we, Long Island Modular Homes Inc.

of Westhampton, State of New York, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of New York, as Surety, are held and firmly bound unto the

Village of Freeport, State of New York, as Obligee, in the penal sum of Twenty Thousand and 00/100 DOLLARS (\$20,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed General Contractor

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until March 27th, 2024, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall hereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 24th day of March, 2023.

Long Island Modular Homes Inc.
Principal

[Signature]
Principal

WESTERN SURETY COMPANY

By [Signature]
Paul T. Bruffat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 24th day of March, 2023, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



S. Green
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL
(Individual or Partners)

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My commission expires _____

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL
(Corporate Officer)

STATE OF NEW YORK }
COUNTY OF NASSAU } ss

On this 3rd day of APRIL, 2023, before me personally appeared JONATHAN DAVIDSON, who acknowledged himself/herself to be the GENERAL CONTRACTOR of LONG ISLAND MODULAR HOMES, INC., a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires _____

EGGY M. LESTER
Notary Public, State of New York
No. 01LE6293122
Qualified in Nassau County
Commission Expires Nov. 25, 2025

Eggy M. Lester
Notary Public



License or Permit No. _____
LICENSE AND PERMIT BOND As _____
of _____
State of _____
Name of Applicant _____
Address _____
Filed _____
Approved this _____ day of _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One General Contractor Village of Freeport

bond with bond number 66593737

for Long Island Modular Homes Inc.

as Principal in the penalty amount not to exceed: \$ 20,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 24th day of March, 2023.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

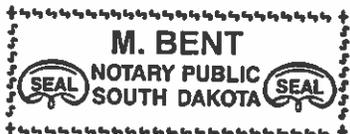
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 24th day of March, 2023, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



RSS AGENCY INC
380 WASHINGTON AVE
KINGSTON, NY 12401
1-845-481-4036

PROGRESSIVE
COMMERCIAL

Policy number: 02893634-2

Underwritten by:
PROGRESSIVE CASUALTY INSURANCE CO
April 4, 2023
Page 1 of 3

Certificate of Insurance

Certificate Holder

INC. VILLAGE OF FREEPORT
46 NORTH OCEAN AVE
FREEPORT, NY 11520

Insured

NOT YOUR TRUCKING
BUSINESS LLC
2958 STATE ROUTE 28
SHOKAN, NY 12481

Agent/Surplus Lines Broker

RSS AGENCY INC
380 WASHINGTON AVE
KINGSTON, NY 12401

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Nov 25, 2022

Policy Expiration Date: Nov 25, 2023

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
SUPPLEMENTARY UNINSURED/UNDERINSURED MOTOR VEHICLE	\$500,000 COMBINED SINGLE LIMIT INCL MANDATORY UMBI
PERSONAL INJURY PROTECTION	\$50,000 W/WORK LOSS
MOTOR TRUCKING CARGO	\$250,000 W/\$2,500 DED
TRAILER INTERCHANGE	\$40,000 W/\$2,000 DED

Description of Location/Vehicles/Special Items

Scheduled autos only

1999 PTRB 379 1XP5DR9X9XD466719

		Stated Amount	
MEDICAL PAYMENTS	\$10000		\$40,000
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		

2019 FREIGHTLINER CORANADO 3ALXFB000KDLF9674

		Stated Amount	
MEDICAL PAYMENTS	\$10000		\$130,000
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		

1993 FRHT FLD 1FUVDZYBOPH448101			
			Stated Amount \$55,000
MEDICAL PAYMENTS	\$10000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		
2019 FREIGHTLINER CORANADO 3ALXFB007KDLF9672			
			Stated Amount \$130,000
MEDICAL PAYMENTS	\$10000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		
2019 FREIGHTLINER CORANADO 3ALXFB008KDLF9678			
			Stated Amount \$130,000
MEDICAL PAYMENTS	\$10000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		
2020 BENSO TRAILER 1TTF482A4L3202933			
			Stated Amount \$50,000
MEDICAL PAYMENTS	\$10000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		
2021 FONTA TRAILER 13N2532C9M1539862			
			Stated Amount \$50,000
MEDICAL PAYMENTS	\$10000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		
2021 FONTAINE TRAILER 13N2532C2M1539864			
			Stated Amount \$50,000
MEDICAL PAYMENTS	\$10000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		
2021 MANAC TRAILER 5MC125311M3200776			
			Stated Amount \$49,500
MEDICAL PAYMENTS	\$10000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		
2004 KW W90 1XKWD49X94J064323			
			Stated Amount \$60,000
MEDICAL PAYMENTS	\$10000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		
2002 BENSON TRAILER 5DMFABTBX1M000559			
			Stated Amount \$40,000
MEDICAL PAYMENTS	\$10000		
COMPREHENSIVE	\$2,500 DED		
COLLISION	\$2,500 DED		

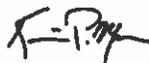
Policy number: 02893634-2

Page 3 of 3

Certificate number

09423NET634

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to be "K. P. [unclear]".

Form 5241 (10/02)

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

TO: Pamela Walsh Boening, Village Clerk

FROM: Deputy Chief Michael G. Williams

DATE: April 6, 2023

RE: Moving a Building Application: 15 Lester Ave., Freeport, NY

APPLICANT: Long Island Modular Homes

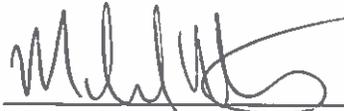
On April 18th or April 25th 2023 the applicant will deliver a modular home to Freeport for assembly at 15 Lester Ave. Freeport, NY. The applicant will be utilizing 2 transport vehicles and 2 escort vehicles with appropriate lights and signage. Delivery route is E/B on Atlantic Ave. from Baldwin then S/B on Westend Ave. thence W/B on Meister Blvd. and then S/B onto Lester Ave.

After review of the attached Moving Building 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,



Michael G. Williams
Deputy Chief of Police

VILLAGE OF FREEPORT, NY
CLERK'S OFFICE

2023 APR - 6 P 1: 30

RECEIVED

**INC. VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

TO: Pamela Walsh Boening, Village Clerk

FROM: Gary Greene, Superintendent of Electric Distribution

DATE: April 6, 2023

RE: Banner Request
Applicant: Long Island Modular Homes
Dates: April 18, 2023 or April 25, 2023
Locations: 15 Lester Avenue.

In regards to the Moving of a Building application submitted by Jack Davidson, on behalf of Long Island Modular Homes, to move a home into Freeport on April 18, 2023 the Electric Department grants permission for the moving of said Modular Home as long as the Heights stated do not change.

Gary Greene



Acting. Superintendent of Electric Distribution

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

TO: Pamela Walsh Boening, Village Clerk

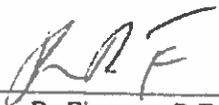
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works

DATE: April 7, 2023

RE: Moving of a Building Application
Applicant: Jack Davison
Long Island Modular Homes
500 N. Broadway, #163
Jericho, NY 11753
Location: 15 Lester Avenue
Date: Tuesday, April 18, 2023 or Tuesday, April 25, 2023
Time: 7:00 am

I have reviewed the above referenced application from Long Island Modular Homes, 500 N. Broadway #163, Jericho, NY 11753 to move a modular home to 15 Lester Avenue. The route into Freeport from Baldwin is Atlantic Ave to Westside Ave to Meister Blvd to Lester Ave. Two transportation vehicles will transport the modular home into Freeport.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought before 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:

Pamela Boening

From: Raymond Maguire
Sent: Friday, April 7, 2023 4:41 PM
To: Pamela Boening; Sergio A Mauras; Robert Fisenne
Cc: Amarilis Ledesma; Madelyn de la Fe; Sheryl Sobers
Subject: RE: (External E-mail)RE: Moving of a Structure 15 Lester Avenue

I have reviewed the Moving of a Building application for April 18 and April 25, 2023
(Rain Date: None)

The applicant is requesting permission to move a modular building to 15 Lester Ave. The application indicates that they will not be closing any streets. Therefore, I do not foresee any negative impact in the performance of our duties.

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: Friday, April 7, 2023 11:40 AM
To: Sergio A Mauras <smauras@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Robert Fisenne <rfisenne@freeportny.gov>
Cc: Amarilis Ledesma <aledesma@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>
Subject: FW: (External E-mail)RE: Moving of a Structure 15 Lester Avenue
Importance: High

I need this recommendation.

From: Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>
Sent: Thursday, April 6, 2023 12:19 PM
To: Pamela Boening <pboening@freeportny.gov>; Michael Smith <m.smith@freeportpolice.org>; Al Livingston <alivingston@freeportelectric.com>; Robert Fisenne <rfisenne@freeportny.gov>; Sergio A Mauras <smauras@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Mary Muldowney <m.muldowney@freeportpolice.org>; Eileen Van

Pamela Boening

From: Sergio A Mauras
Sent: Friday, April 7, 2023 1:31 PM
To: Pamela Boening
Subject: RE: (External E-mail)RE: Moving of a Structure 15 Lester Avenue

Good afternoon.

I have no objection as to the delivery of this modular. All issues have been addressed.

Thank you
Respectfully
Sergio A Mauras CEO-CFM
Superintendent of Buildings
Freeport Building Department
516-377-2241
516-377-2243

From: Pamela Boening <pboening@freeportny.gov>
Sent: Friday, April 7, 2023 11:40 AM
To: Sergio A Mauras <smauras@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Robert Fisenne <rfisenne@freeportny.gov>
Cc: Amarilis Ledesma <aledesma@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>
Subject: FW: (External E-mail)RE: Moving of a Structure 15 Lester Avenue
Importance: High

I need this recommendation.

From: Williams, Deputy Chief Michael G. <m.williams@freeportpolice.org>
Sent: Thursday, April 6, 2023 12:19 PM
To: Pamela Boening <pboening@freeportny.gov>; Michael Smith <m.smith@freeportpolice.org>; Al Livingston <alivingston@freeportelectric.com>; Robert Fisenne <rfisenne@freeportny.gov>; Sergio A Mauras <smauras@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Mary Muldowney <m.muldowney@freeportpolice.org>; Eileen Van Holderbeke <e.vanholderbeke@freeportpolice.org>; Gary Greene <ggreene@freeportelectric.com>; Donna Barr <dbarr@freeportelectric.com>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Amarilis Ledesma <aledesma@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: (External E-mail)RE: Moving of a Structure 15 Lester Avenue

Please find attached hereto one conditional permit to allow the delivery of a modular home to 15 Lester Ave. Said permit is valid upon approval from the Mayor and the BOD.

Deputy Chief Michael G. Williams
Freeport Police Department
40 N. Ocean Ave.
Freeport, NY 11520

Pamela Boening

From: Christine Maguire
Sent: Wednesday, April 5, 2023 3:59 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: Moving of a Structure 15 Lester Avenue

Insurance is approved for the Moving of a Building - 15 Lester Avenue

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, April 5, 2023 3:15 PM
To: Michael Smith <m.smith@freeportpolice.org>; Al Livingston <alivingston@freeportelectric.com>; Robert Fisenne <rfisenne@freeportny.gov>; Sergio A Mauras <smauras@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Mary Muldowney <m.muldowney@freeportpolice.org>; Eileen Van Holderbeke <e.vanholderbeke@freeportpolice.org>; Gary Greene <ggreene@freeportelectric.com>; Donna Barr <dbarr@freeportelectric.com>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Amarilis Ledesma <aledesma@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: Moving of a Structure 15 Lester Avenue

Please send recommendation.

VILLAGE CLERK'S OFFICE

NAME: LI Modular Homes

RE: 15 Lester Ave

DATE: 4/5/2023

Jack Davidson

CHECK ONE	ACCOUNT CODE	DESCRIPTION	CHECK #	CASH	AMOUNT
	199	Alarm Permit \$50 per yr/\$125 pre 3 yr/\$50 sub			
	7	Auctioneer Permit \$25 per year/\$25 daily			
	8	Auto Wrecker License (New & Renewal)			\$575.00
	97/28	Banner Request (75% Elec Dept & 25% Clerk) (\$95)			
	6	Birth Certificate \$10 each copy/ \$22 for genealogy			
	37	Business License \$155 Food & Drink License \$115			
	11	Cabaret License			\$375.00
	14	Claim			
	10	Commuter Parking \$60 Resident/\$190 Non Residents			
	6	Death Transcript \$10 each copy/ \$22 for genealogy			
	24	Electrician's License \$225 New/\$225 Renewal			\$225.00
	385	Electrician's License Shelved \$25 per year			
	319	Filming and Photography \$500 per day			
	120	Filming Rental Property			
	2	Freedom of Information Request			
	47	Garage Sale Permit			\$20.00
	22	Gardeners & Landscapers \$130 + \$30 additional vehicles			
	21	Hawker/Peddler License			\$450.00
	46	Lodging House License			
	9	Maps			\$2.00
	328	Moving of a Building Permit \$300.00 per vehicle			
	119	Pawnbroker			\$250.00
	113	Plumber's License Annual Fee (New/Renewal)			\$235.00

STEVEN L EAKIN
MELISSA J EAKIN
15 LESTER AVE
FREEPORT, NY 11520-5912

524
1-32/210 NY
18598

3/31/23
Date

Pay To The Order Of Incorporated Village of Freeport \$ 600.00
Six hundred & no/100

BANK OF AMERICA

ACH R/T 021000322

For mony of 9 Sildon

⑆021000322⑆ 48300343871710524

Photo Safe Deposit®
Details on back

111	Taxi Cab Medallion License (New/Renewal)	\$525.00
100	Taxi Driver License Application (New)	\$75.00
101	Taxi Driver License Application (Renewal)	\$75.00
117	Temporary Storage Containers(90 days/+ \$50 max 120 days)	\$100.00
102	Tow Truck License (Each vehicle)	\$575.00
103	Transfer Taxi Medallion to New Vehicle	\$100.00
29	Zoning Board of Appeals	
	OTHER	

SIGNATURE:

BILL # _____

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: April 13, 2023

RE: Public Assembly

Applicant:	Freeport Christian Clergy Council
Date:	Thursday, May 4, 2023
Rain Date:	None
Time:	12:00 P.M. to 1:00 P.M.
Assembly Time:	11:30 A.M.
Location:	Village Hall Steps

Attached is a copy of the request for a public assembly permit application, submitted by Freeport Christian Clergy Council, to hold a National Day of Prayer, on the Village Hall steps, on Thursday, May 4, 2023 (no rain date) from 12:00 P.M. to 1:00 P.M.

Also included are the recommendations from the Police Department, Department of Public Works, Fire Department, and Claims Examiner.



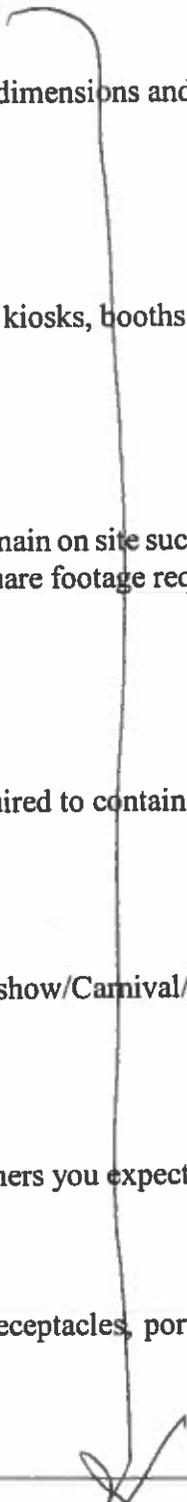
Pamela Walsh Boening
Village Clerk

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?
- B) List each ride. Indicate type of ride, ride dimensions and space or square footage required for setup.
- C) List the number and type of food vendor kiosks, booths or trailers. Include space needed for setup.
- 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? _____
- H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing.

NA



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.

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.

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.

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.



Signature

Sworn to before me this _____ day of _____, 20 ____

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

Insurance Requirement Notice (continued):

_____ agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees and
(fill in Name of applicant or contracted operator)
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 injury to persons or damage to property are due or claim to be
(fill in name of municipal property/location)
due to any negligence _____
(fill in Name of applicant or contracted operator)
of _____ their employees or agents.
(fill in Name of applicant or contracted operator)

Sign: _____
(Name of representative and company name)

Date: _____

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

Applicant

Sworn to before me this _____
day of _____ 20 _____

Notary

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

By: _____



The Freeport Christian Clergy Council agrees to defend and indemnify and save harmless the Inc. Village of Freeport, its employees 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 thereof, arising out of or in consequence of the use of the Village Hall steps in Freeport by FREEPORT CHRISTIAN CLERGY, whether or not such injury to persons or damage to property are due or claim to be due to any negligence.

Rev Philip Prestamo

Freeport Christian Clergy Council

Freeport Police Department

Parade and Public Assembly Permit

A parade/public assembly permit has been issued to the named applicant and other named representatives on behalf of Freeport Christian Clergy Council 195 Pine St.

	<small>Organization Name</small>		<small>Address</small>
Freeport	N.Y.	11520	516-993-3296
<small>City</small>	<small>State</small>	<small>Zip</small>	<small>Telephone #</small>

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:1

Event: National Day of Prayer
Location: 46 N Ocean Ave, Freeport NY 11520.
Date: Thursday May 4th, 2023
Time: 12:00 P.M. to 1:00 P.M.

1. Approximately 100 participants will assemble in front of Freeport Village Hall for a prayer service sponsored by Freeport Pastors.
2. 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 ordinances.
3. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 1:00 P.M., without prompting from police or village officials.
4. Applicant: Pastor Philip Prestamo 516-993-3296.

This parade/public assembly 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 ASSEMBLY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

Please note the parade/public assembly permit maybe 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 Michael Williams  04/05/2023
Rank Name Signature Date

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

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

Michael Smith
Chief of Police

40 North Ocean Avenue, Freeport, NY
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael Williams
DATE: April 5, 2023
RE: Freeport Pastors Prayer Vigil

After review of the attached Parade & Public Assembly 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 police overtime due to this event. Please advise me when a decision has been made so I will know how to proceed.

Thank you,



Michael Williams
Deputy Chief of Police

VILLAGE OF FREEPORT, NY
CLERK'S OFFICE

2023 APR - 6 A 10: 29

RECEIVED

**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: April 7, 2023

RE: Carnival/Festival/Bazaar/Public Assembly Permit Application

Applicant:	Pastor Philip Prestamo / Freeport Christian Clergy Council
Date:	Thursday, May 4, 2023
Time:	12:00 pm – 1:00 pm
Assembly Time:	11:30 am
Location:	Village Hall Steps

I have reviewed the above-referenced Carnival, Festival, Bazaar, Public Assembly Permit Application submitted by Pastor Philip Prestamo on behalf of Freeport Christian Clergy Council to hold a public assembly on the steps of Village Hall.

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

Pamela Boening

From: Raymond Maguire
Sent: Friday, April 7, 2023 4:44 PM
To: Pamela Boening; Robert Fisenne
Cc: Madelyn de la Fe; Ben Terzulli; Sheryl Sobers; Sabrina Lafleur
Subject: RE: 5.4.2023 Public Assembly National Day of Prayer

I have reviewed the Carnival Festival Bazaar Public Assembly Permit application for May 4, 2023 (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: Friday, April 7, 2023 11:37 AM
To: Raymond Maguire <rmaguire@freeportny.gov>; Robert Fisenne <rfisenne@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>
Subject: FW: 5.4.2023 Public Assembly National Day of Prayer
Importance: High

Please send recommendation.

From: Pamela Boening
Sent: Wednesday, April 5, 2023 3:08 PM
To: Smith, Chief Michael J. <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: carl hetzel <c.hetzel@freeportpolice.org>; mike williams <m.williams@freeportpolice.org>; Muldowney, Mary Clerical <m.muldowney@freeportpolice.org>; VanHolderbeke, Eileen Clerical <e.vanholderbeke@freeportpolice.org>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur

Pamela Boening

From: Christine Maguire
Sent: Wednesday, April 5, 2023 3:35 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 5.4.2023 Public Assembly National Day of Prayer

Insurance is approved for the 5/4/23 public assembly national day of prayer

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, April 5, 2023 3:08 PM
To: Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Carl Hetzel <c.hetzel@freeportpolice.org>; Michael Williams <m.williams@freeportpolice.org>; Mary Muldowney <m.muldowney@freeportpolice.org>; Eileen Van Holderbeke <e.vanholderbeke@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: 5.4.2023 Public Assembly National Day of Prayer

Please send recommendation.

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

To: Board of Trustees

From: Mayor Robert Kennedy

Date: April 13, 2023

Re: Appointment – Petros Mestheaneas

This memo will serve to advise all concerned of the appointment of Petros Mestheaneas as the Village Dog Control Officer, said term to expire April 1, 2024.

Thank you,



_____/pl
Robert T. Kennedy
Mayor

pl

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

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: April 14, 2023
Re: Town of Hempstead Marina

As the Board is aware, the Town of Hempstead entered into a 99-year license agreement with the Village of Freeport. Part of that license, is a provision that will permit the transfer of the said marina to the Village of Freeport upon the passage of legislation in Albany.

Assemblyman Brian Curran (supported by Assemblywoman Taylor Darling) and Senator Kevin Thomas have drafted and submitted companion bills that will permit the Town to transfer the marina to the Village. Both bills were introduced just this week in their respective chambers. It is hoped that these bills can be adopted with the State budget or shortly thereafter.

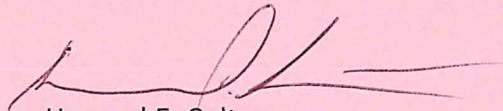
As such, it is respectfully requested that the Board authorize a Home Rule message for:

Assembly Bill: A06500

Senate Bill: S06244

Title: Authorizes the town of Hempstead to transfer ownership of certain parkland constituting the town marina to the village of Freeport .

Please place before the Board for its review and action.



Howard E. Colton

HEC:c

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

WHEREAS, the Village of Freeport wishes to obtain the property known as The Town of Hempstead Marina; and,

WHEREAS, New York State Assemblyman Brian Curran introduced Assembly Bill A06500 and State Senator Kevin Thomas introduced Senate Bill S06244 both entitled: "Authorizes the Town of Hempstead to transfer ownership of certain parkland constituting the town marina to the village of Freeport."

WHEREAS, the Village of Freeport supports Assemblyman Curran's and Senator Thomas' efforts; and,

WHEREAS, the Village of Freeport, through a request of the Mayor and Board of trustees wishes to submit a Home Rule Request in favor of A06500 and S06244; and,

NOW THEREFORE BE IT RESOLVED, that the Board Trustees hereby authorizes the Mayor and the Village Clerk to prepare, and endorse a Home Rule Request in favor of A06500 and S06244.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: April 4, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

**Re: Request to Advertise - Bid # 23-05-ELEC-661
Furnishing of 15 KV & 5 KV, EPR Insulated, Copper
Underground Cable (3-1/C Paralleled)**

Attached please find specifications for the furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled) over a three year period. This cable will be used to replenish supplies in preparation for general work. The cost of this cable will be charged to inventory.

I request authorization to advertise a Notice to Bidders on April 20, 2023, in the Freeport Herald and other relevant publications. Specifications would be available from April 21, 2023, to May 12, 2023. The bids would have a returnable date of May 16, 2023. Attached is a copy of the Notice to Bidders for your review. The cost of this cable will be charged to E 123000 (Inventory). There are sufficient funds available for this expense.

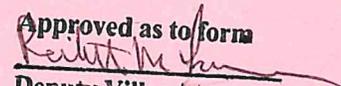


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachments

cc: Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller
Joseph Malone, Storekeeper

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport Electric Department requires the purchase of a 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled) over a three-year period, to be used to replenish supplies in preparation for general work; and

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

WHEREAS, the cost of this cable will be charged to E 123000 (Inventory) 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 Utility, the Village Clerk be and hereby is authorized to publish a Notice to the Bidders for the “Furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled)”, Bid #23-05-ELEC-661, in the Freeport Herald and other relevant publications of general circulation on April 20, 2023, with specifications available from April 21, 2023, to May 12, 2023, with a return date of May 16, 2023.

The Clerk polled the Board as follows:

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

Approved as to form
Robert M. Ken
Deputy Village Attorney

NOTICE TO BIDDERS

**FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER UNDERGROUND
CABLE (3- 1/C PARALLELED)
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER UNDERGROUND CABLE (3-1/c PARALLELED)” until 11:00 A.M. on Tuesday, May 16, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from 9:00 A.M. on Friday, April 21, 2023, until 4:00 P.M. on Friday, May 12, 2023.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – April 20, 2023

VILLAGE OF FREEPORT
Nassau County, New York



Contract and Specifications
For
FURNISHING OF 15 KV & 5 KV, EPR INSULATED,
COPPER UNDERGROUND CABLE
(3-1/C PARALLELED)

BID #23-05-ELEC-661

MAYOR

ROBERT T. KENNEDY

TRUSTEES

JORGE A. MARTINEZ CHRISTOPHER L. SQUERI

EVETTE B. SANCHEZ RONALD J. ELLERBE

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



Al Livingston Jr., Superintendent
Inc. Village of Freeport

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**FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER UNDERGROUND CABLE
(3- 1/C PARALLELED)
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – April 20, 2023

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

INSTRUCTIONS TO BIDDERS

1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Electric Department Project:
“FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER UNDERGROUND
CABLE (3-1/C PARALLELED)”

2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality’s
Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Friday,
April 21, 2023, until 4:00 P.M. on Friday, May 12, 2023.

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

3. FEE FOR BID DOCUMENTS

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

4. FORM

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached
hereto as part of the bid documents and shall be submitted in a sealed envelope clearly marked
“Furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground Cable (3-1/C Paralleled).”

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

5. DELIVERY OF PROPOSALS

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

Kim Weltner
Purchasing Agent
Inc. Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

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

6. **TAXES**

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

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

7. **BID SECURITY**

Not required.

8. **QUALIFICATIONS OF BIDDERS**

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

9. **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Superintendent of Electric Utilities a written request for an interpretation thereof. The Superintendent of Electric Utilities shall furnish the prospective bidder with a written response directly, prior to the deadline for submitting the bid. The making of any necessary inquiry will be the bidder's responsibility. Oral answers will not be binding on the Purchaser. Contact the Superintendent of Electric Utilities at (516) 377-2220 or procurement@freeportny.gov with any questions.

10. **ADDENDUM**

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

11. **MODIFICATIONS**

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

12. **CORRECTIONS**

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

13. **WITHDRAWAL**

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

14. **SUBLETTING OR ASSIGNING THE CONTRACT**

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

15. **MULTIPLE PROPOSALS**

No person, firm or corporation shall be allowed to make more than one proposal for the same work. A person, firm or corporation who has submitted a proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

16. **AGREEMENT**

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

In case of failure to do so, the Bidder shall be considered as having abandoned the bid.

17. **GUARANTEE**

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the materials during delivery and before acceptance. Any progress payments made by the Village shall not be a waiver of the foregoing provision.

18. **RIGHT TO REJECT BIDS**

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

19. **EXECUTION**

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

20. **DELIVERY**

Prices must include all applicable warranties. Deliver to: The Village of Freeport Storeroom, 220 W. Sunrise Hwy., Freeport, NY 11520.

21. **EQUAL OPPORTUNITY**

The Municipality is an Equal Opportunity employer.

VILLAGE OF FREEPORT / FREEPORT ELECTRIC

**SPECIFICATION
FOR**

**FURNISHING OF 15 KV & 5 KV, EPR INSULATED,
COPPER UNDERGROUND CABLE
(3-1/C PARALLELED)**

Title: Specification for 15 KV & 5 KV Underground shielded cable with ethylene propylene rubber (EPR) insulation.

Application: These cables are intended for use within Freeport Electric's (FE) underground distribution system.

Detailed Specification

1 General

This specification covers the three-year blanket purchase of 3 paralleled single conductor 5 KV and 15 KV cables as per Table I. All cable furnished shall be in complete compliance with this specification covering the construction of 3 paralleled single conductor cables on a reel.

Power cables furnished shall be rated 15 KV or 5 KV operation per Table I. Cable insulation shall be thermosetting ethylene propylene rubber (EPR) suitable for normal installation, indoors or outdoors, in conduit, in air, intermittent or continuous submersion in water and direct burial. All cable shall have a continuous conductor operating temperature of 105°C, at an emergency overload conductor temperature 140°C and at a short circuit conductor temperature of 250°C. Cable shall be manufactured and tested in accordance with ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, UL1072 and other applicable cable standards.

2 Single Conductor

Conductor shall be copper, Class B annealed uncoated compact stranded. Cable sizes shall be as per Table I.

3 Conductor Shielding

The conductor shield shall be a black, semi-conducting or stress grading material, extruded directly over the conductor. The material shall be compatible with the conductor and the overlying insulation. The shield material shall be clean stripping from the conductor and meet ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, and UL1072 cable standards.

4 **Insulation**

The insulation system shall be composed of an inner semi-conducting shield extrusion over the conductor, primary extruded insulation, and an outer semi-conducting extrusion layer. The primary insulation shall be a high-quality ozone and discharge resistant thermosetting ethylene propylene rubber (EPR) compound meeting ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, and UL1072 cable standards. The insulation shall not contain any visible voids or contaminants when examined with a minimum of 15 power magnification. Minimum average thickness of the insulation system at any part of the cable shall be as per Table I.

5 **Insulation Shielding**

Each conductor shall have an extruded thermosetting, semi-conducting insulation screen applied over the insulation meeting the requirements of ICEA-S-93-639/NEMA WC74, ICEA S-97-682, AEIC CS8, and UL1072 standards.

6 **Tape Shielding**

The insulation shield shall consist of a 5-mil uncoated copper tape applied helically over outer the semi-con layer with nominal 12.5% overlap on itself.

7 **Jacket**

A continuous extruded jacket of moisture, heat, oil, ultraviolet, and abrasion resistant black chlorinated polyethylene shall be applied over the insulation and shielding system. The minimum average thickness of the jacket at any point of the cable shall not be less than 80 mils.

8 **Identification of Cable**

The appropriate legend shall be printed on the surface of the jacket using white ink, repeated at two-foot intervals. The legend shall indicate manufacture, size, metal, insulation type, nominal thickness, voltage rating, year of manufacture, and sequential footage marking.

9 **DC Hi Pot Test**

At any time during and after installation, a high voltage DC Hi Pot test may be made at a voltage as per Table I, for a minimum of 15 consecutive minutes.

10 **Sample Submission and Approval**

The winner of the bid shall furnish a 3-foot sample of a single conductor 500 kcmil cable to Freeport Electric for examination prior to manufacturing the order.

11 **Cutting Lengths**

Cutting lengths shall be as per list below. Each length shall be a three-conductor assembly furnished of three single cables, parallel lay (without twisting) on reels.

12 **Reels**

All cable to be shipped on non-returnable reels. All reels shall be no larger than 6' high and 4' wide.

13 **Warranty**

The manufacturer shall warrant that the cables supplied to the purchaser will be free from defects in material and workmanship for the forty-year design life of the cable. In the event that the cable is defective in manufacture, as mutually determined by the purchaser and manufacturer or by an independent certified testing laboratory, the manufacturer will replace the defective sections between two splices with new cable to be furnished free of charge to the same delivery point originally called for in the order. The warranty document incorporated herein shall be duly completed and included with the bid. The manufacturer will not be responsible for any defects to electrical equipment other than the cables supplied under this order. The manufacturer shall not be responsible for mechanical or physical damages to the cables following delivery and acceptance by FE or for improper splicing, termination, maintenance or operation which is in accordance with standard recommended practice and procedures.

14 **Delivery**

Items shall be delivered during regular working hours on low-boy trailer or trailers to Village of Freeport Electric Department Stores, 220 West Sunrise Highway, Freeport, N.Y., within seventy-five (75) calendar days after award of contract. FE reserves the right to purchase cable from outside vendor if Bidder cannot delivery order within the above mentioned seventy-five (75) calendar days.

15 Pricing

The purchaser claims tax exemption on this material. Tax exemption certificate will be furnished by the Village of Freeport Purchasing Department. Bids shall include freight f.o.b. Freeport, N.Y. Bid prices shall be firm for thirty (30) days after receipt of bids. Deliveries beyond the quoted lead time will be subject to escalation base upon material price index.

16 Payment

Payment shall be made within sixty (60) days after receipt of goods and invoice by purchaser.

17 Bidder's Qualifications

Only bids from power cable manufacturers with fifty (50) years' experience or from cable manufacturers who have regularly furnished forty (40) years warranty on similar cable over the last five years will be considered as meeting the bidder's qualifications.

18 Sample

Each bidder shall submit a two (2) foot sample of cable confirming to specifications herein for inspection and evaluation by purchaser.

19 Exceptions

Exceptions to the specification must be itemized and listed in Appendix A. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, FE will assume supplier is providing full and 100% compliance to this specification.

Table I.

No. of Reels	Circuit Footage	Configuration	Cond. Size	Operating Voltage	No. of Strands	Insulation Thickness	Insulation Shielding	Tape Shield	Jacket	DC Hi Pot Test
5*	700'	3-1/C Parallel	350 MCM	5 KV	37	115 mils	30 mils	5 mils	80 mils	25 KV
5*	700'	3-1/C Parallel	500 MCM	15 KV	37	175 mils	30 mils	5 mils	80 mils	55 KV

**No. of reels are for bidding purposes only and do not guarantee amount of order.*

PROPOSAL

TO BE FILLED OUT BY BIDDER:

	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
350 MCM 3-1/C PARALLELED CABLES AS PER SPECIFICATION	_____	_____
500 MCM 3-1/C PARALLELED CABLES AS PER SPECIFICATION	_____	_____
	TOTAL BID	_____

PROPOSAL
FURNISHING OF 15 KV & 5 KV, EPR INSULATED, COPPER
UNDERGROUND CABLE (3-1/C PARALLELED)

DATE:

NAME:

ADDRESS:

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

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

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

For providing all labor, materials and equipment necessary for item(s) described in this specification the contractor declares that he will accept in full payment therefore, the following sums to wit:

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

NOTES:

- 1) The Village of Freeport reserves the right to include or delete any items from the Contract or adjust the estimated quantity amount accordingly.
- 2) The low bidder will be determined from the Total Ownership Cost of the item(s) chosen by the Village of Freeport. Award of the contract will be made based upon the lowest total estimated contract price. The Village reserves the right to award contracts to multiple bidders.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.
- 4) Exceptions to the specification must be itemized. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, FE will assume supplier is providing full and 100% compliance to this specification.

It is understood that the estimated quantities shown on the foregoing schedule are solely for the purpose of facilitating the comparison of bids and that the Contractor's compensation will be computed upon the basis of the actual quantities of the completed work, whether they be more or less than those shown herein.

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION
BOOK

NON-COLLUSIVE BIDDING CERTIFICATION

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

PROPOSAL - CONT'D

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

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

BIDDER: _____

BIDDER'S ADDRESS: _____

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

BIDDER'S TELEPHONE (DAY): _____

(NIGHT - EMERGENCY): _____

FAX NUMBER: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

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

NAME & TITLE

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

DATED: THE _____ DAY OF _____, _____

REFERENCES

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

1)

Name: _____

Company: _____

Address: _____

Phone: _____

2)

Name: _____

Company: _____

Address: _____

Phone: _____

3)

Name: _____

Company: _____

Address: _____

Phone: _____

BID PROPOSAL

**Furnishing of 15 KV & 5 KV, EPR Insulated, Copper Underground Cable
(3-1/C Paralleled)**

as per specifications, or equal

NAME OF BIDDER _____

ADDRESS _____

MAILING ADDRESS/P.O.BOX _____

TELEPHONE NO. () _____

FAX _____

EMAIL _____

PURSUANT TO AND IN COMPLIANCE WITH THE ADVERTISEMENT FOR BIDS AND THE INSTRUCTIONS TO BIDDERS RELATING HERETO, THE UNDERSIGNED, AS A BIDDER, PROPOSES AND AGREES, IF THIS PROPOSAL IS ACCEPTED, TO FURNISH PRODUCT/MERCHANDISE AS REQUIRED BY THE MANNER THEREIN PRESCRIBED BY THE PURCHASER PRIOR TO THE OPENING OF BIDS.

TO FURNISH THE PRODUCT/MERCHANDISE AS SPECIFIED, THE TOTAL NET SUM TO BE:

_____ \$ _____

(Write Total Amount in Words)

THIS BID MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR OPENING OF BIDS.

(Date) *(Signature of Bidder)* *(Title)*

(Print or Type Name) *(Telephone)*

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: April 5, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: **Bid Recommendation - Bid #22-12-ELEC-636**
Furnishing of 15 KV Underground Cable, EPR Insulated, Copper
Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)

By the due date, December 27, 2022, the Electric Department received two bid proposals in response to its Notice to Bidders for the 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled). Both proposals had unacceptable lead times. Therefore, the Electric Department recommends rejecting both proposals.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board reject the two bid proposals received in response to the advertisement for the 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled).

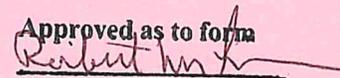


Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village
of Freeport, ou=Freeport Electric,
email=alivingston@freeportelectric.com
c=US
Date: 2023.04.05 14:14:04 -0400

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

cc: Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, on December 12, 2022, the Board authorized the Village Clerk to advertise a Notice to Bidders, "Furnishing of 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)," Bid #22-12-ELEC 636", and

WHEREAS, the Electric Department received two bid proposals in response to its advertisement; and

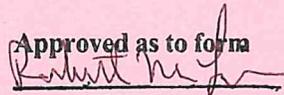
WHEREAS, both proposals had unacceptable lead times; and

WHEREAS, the Superintendent of Electric Utilities is requesting the Board reject the two bid proposals received; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, that the bids received on December 27, 2022 for the "Furnishing of 15 KV Underground Cable, EPR Insulated, Copper Tape Shielded, Chlorinated, Polyethylene Jacketed (3-1/C Paralleled)," Bid #22-12-ELEC 636" be rejected.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: April 10, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Center for Internet Security, Inc.
Manage Detection and Responses & Network Monitoring & Management

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

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

CIS offers two additional paid services that will further enhance the Village's security posture.

- 1) **Intrusion Detection System (IDS)** - This is an application that observes network traffic for malicious transactions, policy violations and threats coming into and out of the network and sends immediate alerts when observed. The alert is generated to the CIS Security Operation Center (SOC) and in an average of 6 minutes analysis is conducted and remediation is sent for any actionable events. This is a **24x7x365** SOC, incident response and digital forensics service. The system is named ALBERT and will cost the Village \$16,200.00 annually plus a onetime set up fee of \$900.00.
- 2) **Manage Detection and Response (MDR) Solution** - A combination of CrowdStrike Next Generation Antivirus (NGAV) and the **24x7x365** CIS SOC. This combination will enable the Village to rapidly detect, analyze, investigate and actively respond through threat disruption and containment. The annual cost for this solution is \$18,150.00. However, with the implementation of this service the Village will no longer require its current Antivirus as it is included in this solution. The cost for Antivirus in 2022 was \$9,720.00.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061 at a cost of \$17,100.00 for Intrusion Detection System and \$18,150.00 for Manage Detection and Response Solution (total cost - \$35,250.00) for the period March 29, 2023 – March 28, 2024. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain

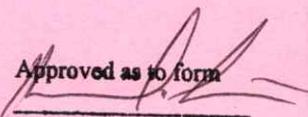
these services. These services shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available to cover this cost.

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachments

Cc: Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller


Approved as to form
Village Attorney
4/12/2023

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

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

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

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

WHEREAS, CIS offers two additional paid services that will further enhance the Village’s security posture; the two paid services are Intrusion Detection System (IDS) for a cost of \$17,100.00 and Manage Detection and Response (MDR) Solution for a cost of \$18,150.00; for a total cost of \$35,250.00 for the period retroactive to March 29, 2023 through March 28, 2024; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061 for a term retroactive to March 29, 2023 through March 28, 2024, for a total cost of \$35,250.00.

The Clerk polled the Board as follows:

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

Approved as to form _____
 Village Attorney 4/12/2023



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

QUOTE for Village of Freeport
 Quote: SQ-230329-0014059
 Created Date: 03/29/2023
 Valid Through: 4/28/2023
 Prepared by: Todd Dusse
 Phone: (518) 516-6132

Quote

Address Information

Bill To:
 Village of Freeport
 46 North Ocean Avenue
 Freeport, New York 11520
 United States
Buying Contact: Frank Prisciandaro
Buying Email: fprisciandaro@freeportny.gov

Ship To:
 Village of Freeport
 46 North Ocean Avenue
 Freeport, New York 11520
 United States
Shipping Contact: Frank Prisciandaro
Shipping Email: fprisciandaro@freeportny.gov

Related Information

Currency: USD

Billing Frequency: One-Time

Service Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	NET
CIS Services MDR Advanced powered by CrowdStrike	CIS-MDR-ADV-CS-CISS	3/29/2023 - 3/28/2024	275	12 Mon	\$5.00	\$5.00	\$16,500.00
CIS Services MDR Spotlight powered by CrowdStrike	CIS-MDR-SPOT-CS-CISS	3/29/2023 - 3/28/2024	275	12 Mon	\$0.50	\$0.50	\$1,650.00

List Price Total: \$18,150.00

Sales Price Total: \$18,150.00

Net Amount: \$18,150.00

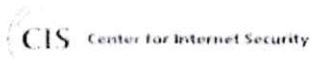
Balance Due Amount: \$18,150.00

Standard Terms

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

Any taxes or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of Products/Services by Customer to CIS shall in no way limit the amount of the Products/Services to be paid by Customer to CIS.

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

QUOTE for Village of Freeport
 Quote: SQ-220406-0009773
 Created Date: 04/06/2022
 Valid Through: 6/30/2023
 Prepared by: Todd Dusse
 Phone: (518) 516-6132

Quote

Address Information

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

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

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

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

Related Information

Currency: USD

Billing Frequency: One-Time

Service Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	NET
CIS Albert MD Appliance Primary Sensor	CIS-ALB-MD-APP-PR-M-A	3/29/2023 - 3/28/2024	1	12 Mon	\$1,350.00	\$1,350.00	\$16,200.00

Product Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	NET
CIS Albert MD Appliance Primary Sensor Initialization	CIS-ALB-MD-APP-PR-O-A	3/29/2023	1	N/A	\$900.00	\$900.00	\$900.00

List Price Total: \$17,100.00
 Sales Price Total: \$17,100.00

 Net Amount: \$17,100.00

 Balance Due Amount: \$17,100.00

Standard Terms

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

Any taxes or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of Products/Services by Customer to CIS shall in no way limit the amount of the Products/Services to be paid by Customer to CIS.

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INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: April 6, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: RFP #20-02-ELEC-518 – Furnishing of Chemical and Water Treatment Services
Extension of Bid Term – Gotham Refining Chemical Corp. (Revised)

On February 24, 2020, the Board of Trustees awarded RFP #20-02-ELEC-518 – Furnishing of Chemical and Water Treatment Services for Freeport Electric Power Plants to Gotham Refining Chemical Corp., located at 23-74 48th Street, Astoria, NY 11103 for the period March 1, 2020 to February 28, 2023. The Electric Department would like to exercise the option to extend the bid term for one additional year. Please note that there will be no increase in price.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees retroactively approve extending the term of the Chemical and Water Treatment Services agreement with Gotham Refining Chemical Corp., located at 23-74 48th Street, Astoria, NY 11103 for one year, i.e., from March 1, 2023 to February 29, 2024, for the not to exceed cost of \$18,527.00. Further, that the Mayor be authorized to execute any and all documents necessary to effectuate this agreement. The cost of this service will be charged to Accounts E7143116 510000 (Water CT2), E7143112 510000 (Water Engine 3), and E7143111 510000 (Water Plant 1). The Electric Department has sufficient funds in these accounts to cover this expense.

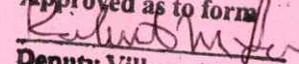


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachments

Cc Howard Colton, Village Attorney
 Kim Weltner, Purchasing Agent
 Pamela Walsh Boening, Village Clerk
 Peggy Lester, Mayor's Office
 Anthony Dalessio, Comptroller

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 24, 2020, the Board of Trustees awarded RFP #20-02-ELEC-518 – Furnishing of Chemical and Water Treatment Services for Freeport Electric Power Plants to Gotham Refining Chemical Corp., located at 23-74 48th Street, Astoria, NY 11103, for the period March 1, 2020 to February 28, 2023; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval to exercise the extension option to extend the term for one additional year with no increase in price; and

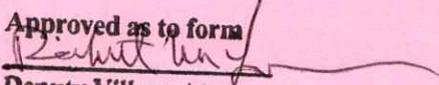
WHEREAS, the contract extension with Gotham Refining Chemical Corp., 23-74 48th Street, Astoria, NY 11103, is for a term retroactive to March 1, 2023 through February 29, 2024, for a not-to-exceed cost of \$18,527.00; and

WHEREAS, the cost of this service will be charged to Accounts E7143116 510000 (Water CT2), E7143112 510000 (Water Engine 3), and E7143111 510000 (Water Plant 1) and there are sufficient funds in these accounts to cover 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 extend the contract of RFP #20-02-ELEC-518, Furnishing of Chemical and Water Treatment Services for Freeport Electric Power Plants with Gotham Refining Chemical Corp., 23-74 48th Street, Astoria, NY 11103, for a term retroactive to March 1, 2023 through February 29, 2024, for a not-to-exceed cost of \$18,527.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney



April 6, 2023

Mr. Andrew Lewin
President
Gotham Refining Chemical Corp.
23-74 48th Street
Astoria, NY 11103

**RE: Incorporated Village of Freeport - Extension of Bid Term
RFP #20-02-ELEC-518 – Furnishing of Chemical and Water Treatment Services**

Dear Mr. Lewin:

This letter agreement relates to the above-referenced bid for the *Furnishing of Chemical and Water Treatment Services for Freeport Electric Power Plants* approved by the Incorporated Village of Freeport's Board of Trustees on February 24, 2020. As set forth in the specifications, this contract will terminate on February 28, 2023. However, the Village reserved the right to extend the contract for one additional year. All extensions are subject to the mutual consent of both parties. Therefore, the Inc. Village of Freeport hereby notifies Gotham Refining Chemical Corp., of its intention to extend the contract from March 1, 2023 to February 29, 2024 for a not to exceed cost of \$18,527.00.

Please have this letter agreement signed by a duly authorized officer of Gotham Refining Chemical Corp. and return three originals by mail.

Sincerely,
INC. VILLAGE OF FREEPORT

By: _____
Robert T. Kennedy
Mayor

**Accepted and Agreed
As of the Date First Written Above:**

GOTHAM REFINING CHEMICAL CORP.

By: _____
Andrew Lewin
President

First in Value First in Service

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 February 26, 2020
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 24, 2020:

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

WHEREAS, The Village of Freeport has solicited bids for RFP 20-02-ELEC-518 Furnishing of Chemical and Water Treatment Services for the Village's Electric Utility for Power Plants 1 and 2; and

WHEREAS, two (2) proposals were received; and

	Gotham Refining Chemical Corp.	Nalco Water
1 st year Chemical and Inspections (w/Water Management Plan)	\$20,177.00	\$123,281.10
2 nd year Chemical and Inspections	\$18,527.00	\$115,381.10
3 rd year Chemical and Inspections	\$18,527.00	\$115,381.10
Extension	\$18,527.00	\$115,381.10
Chemical Injection Equipment – Optional 2 Sites	\$5,200.00 ea.	\$8,875.00 ea.
Water Treatment Coagulant X 15 Drums over 3 Years (max.)	\$725.00 ea.	\$1,250.00 ea.

WHEREAS, the lowest responsible proposal submitted was that of Gotham Refining Chemical Corp., 43-74 48th Street, Astoria, New York, 11103; and

WHEREAS, the contract is for a term of three years beginning March 1, 2020 and ending February 28, 2023 with an option for one single year extension if mutually accepted; and

WHEREAS, funding for this purchase will come out of Accounts E7143116 510000, E7143112 510000, and E7143111 510000; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board authorize the award of this bid for 2020 Furnishing of Chemical and Water Treatment Services for the Village Electric Utility Bid 16-03-

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

ELEC-371 to Gotham Refining Chemical Corp., 23-74 48th Street, Astoria, New York, 11103 according the chart listed hereinabove for a period beginning March 1, 2020 through February 28, 2023, with an option for a single year extension if mutually acceptable.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Piñeyro	In Favor
Trustee Ellerbe	In Favor
Trustee Squeri	Excused
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"/> Recreation 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"/> Deputy Treasurer
<input type="checkbox"/> Board & Comm.	<input checked="" type="checkbox"/> Police Dept.	<input checked="" type="checkbox"/> Deputy Village 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	

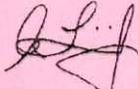
INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: April 7, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Tyler Technologies, Inc., MUNIS Division
Planned Annual Continuing Education (PACE) Training
May 1, 2023 to April 30, 2024

In January 2020, the Board approved the installation of MUNIS Financial System Executime Module from Tyler Technologies, Inc. This system requires annual operating system database administrative support, and support and update licensing for the various modules. Tyler's Planned Annual Continuing Education (PACE) program is a subscription-based service designed to support and train Village staff on existing and new MUNIS features with recommendations on best practices in MUNIS. The subscription includes three Tyler annual user conference registrations.

The invoice for PACE Training is separate from the MUNIS modules and since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies. This contract period will run from May 1, 2023 to April 30, 2024. The total cost for these services is \$7,153.28 (7% increase). The cost for the subscription for the current year is \$6,685.28.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the Planned Annual Continuing Education subscription provided by Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105 for the period May 1, 2023 to April 30, 2024, at a cost of \$7,153.28. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain this service. This service shall be charged to Allocation Code 5001 (Budget lines A168004 545300 (71%), E7850000 578100 (25%), and WE93004 545300 (4%) IT Shared Training). There are sufficient funds available to cover this cost.

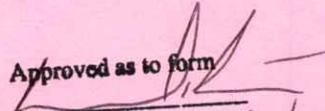
 Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Village of Freeport, ou=Freeport, email=alivingston@freeportme.org, c=ME
Date: 2023.04.07 11:20:29 -0400

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachments

Cc: Howard Colton, Village Attorney
Kim Weltner, Purchasing Agent
Pamela Walsh Boening, Village Clerk
Peggy Lester, Mayor's Office
Anthony Dalessio, Comptroller


Approved as to form
Village Attorney 4/12/2023

It was moved by Trustee _____, seconded by Trustee _____, who moved its adoption that:

WHEREAS, in March 2010, the Board approved the installation of the MUNIS Financial System from Tyler Technologies, Inc.; and on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and ExecuTime time attendance from Tyler Technologies, Inc.; and on December 13, 2021, the Board approved the renewal software maintenance, support, and services from Tyler Technologies, Inc. 370 US Route One, Falmouth, ME 04105 with the contract period for PACE 5 from May 1, 2022 to April 30, 2023, and the contract period for all other services from March 1, 2022 to March 31, 2023 for a total cost of \$162,623.98; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules; and

WHEREAS, the invoice for Planned Annual Continuing Education (PACE) Training is separate from the MUNIS modules and since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

WHEREAS, the total cost for these services is \$7,153.28 (7% increase) for a contract period from May 1, 2023 to April 30, 2024; and the cost for the subscription for the current year is \$6,685.28; and

WHEREAS, these services shall be charged to Allocation Code 5001 (Budget lines A168004 545300 (71%), E7850000 578100 (25%), and WE93004 545300 (4%) IT Shared Training) and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to approve the subscription provided by PACE from Tyler Technologies, Inc., 370 US Route One, Falmouth, ME 04105, for the total cost of \$7,153.28 for a contract period from May 1, 2023 to April 30, 2024.

The Clerk polled the Board as follows:

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

Approved as to form
Village Attorney 4/12/2023

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 December 15, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 13, 2021:

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

WHEREAS, in March 2010, the Board approved the installation of the MUNIS Financial System from Tyler Technologies, Inc., and on January 7, 2019, the Board approved the installation of MUNIS Financial System ExecuTime Module and ExecuTime time attendance from Tyler Technologies, Inc. 370 US Route One, Falmouth, ME 04105; and

WHEREAS, these systems require annual operating system database administrative support, and support and update licensing for the various modules; and

WHEREAS, the current contract period (without PACE 5) is for a term from March 1, 2021 to February 28, 2022 for a total contract price of \$136,758.48; and

WHEREAS, the Village requires a Disaster Recovery Support Services (MunDisaster) and the PACE 5 training along with the Tyler conference registrations; and

WHEREAS, the invoices for all contracts are now combined with the regular support services contract and training; and

WHEREAS, since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies; and

WHEREAS, the contract period for the new addition, PACE 5, will run from May 1, 2022 to April 30, 2023, and the contract period for all other services will run from March 1, 2022 to March 31, 2023 for a total cost of \$162,623.98 (a 5% increase); and

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

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Electric, the Mayor be and hereby is authorized to sign any documentation necessary to approve the renewal software maintenance, support, and services for the MUNIS Financial System, ExecuTime Module and ExecuTime Time Attendance, MUNIS Disaster Recovery, and the PACE 5 from Tyler Technologies, Inc. 370 US Route One, Falmouth, ME

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

04105 with the contract period for PACE 5 from May 1, 2022 to April 30, 2023, and the contract period for all other services from March 1, 2022 to March 31, 2023 for a total cost of \$162,623.98.

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 Aide	<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	

Planned Annual Continuing Education (PACE) for Infinite Visions



RELEVANT TRAINING
Access product-related training when you need it.



FLEXIBLE OPTIONS
Select the training package that best meets the needs of your organization.



DISCOUNTED PRICING

Take advantage of discounts over standard pricing with an annual subscription plan.

Tyler's Planned Annual Continuing Education (PACE) program is a subscription-based service designed to support clients who are committed to maximizing their Tyler software through education and adoption of enhancements delivered as part of regularly scheduled releases. The PACE program offers ongoing education to train staff on new features and functions as they become available, ensuring your staff is operating at peak efficiency and your Tyler solution continues to meet the evolving needs of your organization. PACE is part of Tyler's EverGuide® commitment.

Contact your account representative to learn more about PACE for Infinite Visions.

BENEFITS

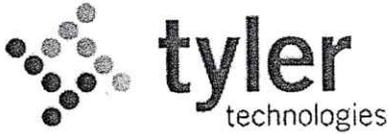
- **Live training** — Receive tailored training for your existing solutions geared toward specific users or an entire department, available on-site or virtually.
- **Flexibility** — Select the PACE package and options that best fit your budget and needs. Custom plans are available subject to minimum investments.
- **Discounted pricing** — Receive discounts over standard pricing.
- **Annual subscription** — Renew your subscription automatically each year. PACE training must be completed within a 12-month period and does not roll over to subsequent years.
- **Easy budgeting** — Eliminate the uncertainty and hassle of requesting additional budget allowances by pre-planning your continuing education.

Note: PACE is available for clients who are live on Infinite Visions with active annual maintenance agreements.

PACE FOR INFINITE VISIONS

Mix and match a variety of training options within your annual PACE package:

- **Virtual Learning Labs:**
Live, instructor-led, hands-on training delivered in a virtual classroom. Seating is limited to 12 people per lab. Labs are offered year-round in easy-to-absorb sessions.
- **Virtual Consulting Workshops:**
Live, 1:1, or small group consulting focused on targeted topics of interest in 2- to 3-hour blocks. Tyler consultants will connect with clients virtually via GoToMeeting for interaction and assistance in your production environment.
- **Tyler Connect Conference:**
Tyler's annual user conference offers hundreds of classes, hands-on labs, product discussions, and networking opportunities with more than 4,500 public sector professionals.

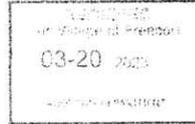


Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-412742	04/01/2023	1 of 1

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520

Ship To: VILLAGE OF FREEPORT
 ATTN: IT CENTER
 46 NORTH OCEAN AVENUE
 FREEPORT, NY 11520

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41272 - MAIN - MAIN	180013		USD	NET30	05/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: FREEPORT, NY				
	PACE 5 - TRAINING	5	743.20	3,716.00
Maintenance: Start: 01/May/2023, End: 30/Apr/2024				
	PACE 5 - TYLER CONNECT REGISTRATION	3	1,145.76	3,437.28
Maintenance: Start: 01/May/2023, End: 30/Apr/2024				

<p>**ATTENTION** Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.</p>	Subtotal	7,153.28
	Sales Tax	0.00
	Invoice Total	7,153.28

**FREEPORT FIRE DEPARTMENT
15 BROADWAY
FREEPORT, NEW YORK 11520**

April 10, 2023

Hon. Mayor Robert T. Kennedy and Board of Trustees
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

Re: Freeport Fire Department Elections

Hon. Mayor Kennedy and Board of Trustees:

The Freeport Fire Department held their annual department elections on April 6, 2023, below for your review and approval are the following results.

Chief of Department Kevin Collica

First Asst. Chief Albeiro Gonzalez

Second Asst. Chief Anthony Sotira

Third Asst. Chief Christopher Burkart

2nd Battalion Delegate Thomas Johnson

Additionally on April 4, 2023, the Freeport Fire Department held their annual company elections with the following results.

Captain's - Ryan Fee **Excelsior Hook and Ladder Company Number 1** , Nick Stein **Wide Awake Engine Company Number 1** , Mike Rizzo **Ever Ready Hose Company Number 1**, Yoemni Marte, **Vigilant Hose Company Number 2**, Randy Juene, **Bayview Hose Company Number 3**, Kevin Madigan **Patriot Hose Company Number 4**, David Garcia **Fort Apache Hose Company Number 5**, Raymond Burkart, **Emergency Rescue Company Number 9**, Brian Nicholson **Fire Police Squad**, Matthew Colgan **Dive Squad**

First Lieutenant's – John Gardenhire **Excelsior Hook and Ladder Company Number 1**, Anthony Cusumano **Wide Awake Engine Company Number 1**, Michael McMahon **Ever Ready Hose Company Number 1**, Ernesto Hughes **Vigilant Hose Company Number 2**, John Smith **Bayview Hose Company Number 3**, Randy Agguire **Patriot Hose Company Number 4**, Kalif Jones **Fort Apache Hose Company Number 5**, Jenny Rivas **Emergency Company Number 9** , Ed Martin **Fire Police Squad**, Brian Cetain **Dive Squad**

Second Lieutenant's – Thomas Fee **Excelsior Hook and Ladder Company 1**, Mark Gregory Jr **Wide Awake Engine Company Number 1**, Salvatore Cassonetto **Ever Ready Hose Company Number 1**, Omar Delacruz **Vigilant Hose Company Number 2**, Jorge Martinez **Bayview Hose Company Number 3**, Jimmy Medina **Fort Apache Hose Company Number 5**, Josue Mejia **Emergency Company Number 9**, Daniel Elfriech **Fire Police Squad**. (Hose Co. #4 has a vacancy for 2nd Lt.)

Warden Vincent Giordano Excelsior Hook & Ladder Company Number 1, Dave Baer Wide Awake Engine Company Number 1, Jerry Cardoso Ever Ready Hose Company Number 1, William Walsh Vigilant Hose Company Number 2, Thomas Johnson Bayview Hose Company Number 3, Robert McLaughlin Patriot Hose Company Number 4, Alfredo Ruiz Sr Fort Apache Hose Company Number 5, Edward Friedman Emergency Company Number 9.

Respectfully yours,

Jerry Cardoso

Jerry Cardoso
Secretary of the Fire Council

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

To: Mayor Robert T. Kennedy

From: Conor Kirwan- Executive Director of Human Resources

Date: March 28, 2023

RE: Consulting Agreement – Stephanie Sarno; Police Department

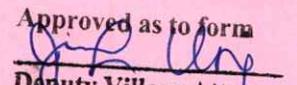
Attached please find a consulting agreement with Stephanie Sarno, 3801 Matthew Lane, Seaford, NY 11783 effective May 18, 2023 through February 29, 2024. The agreement provides for consulting services, performed in relation to the operation of the Police Department's Strategic Operations Command room.

The services will be billed at the hourly rate of \$25.50 per hour, an increase of \$1.00 per hour over the previous contract term with a not to exceed cost of \$26,000. The cost of this contract will be charged to A312004 545700. There is sufficient funding available to cover the cost of this agreement.

If this meets with your approval please place this on the next available Board agenda in executive session to approve this agreement.



Conor Kirwan

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport requires a consultant for services, performed in relation to the operation of the Police Department's Strategic Operations Command room; and

WHEREAS, the Village is requesting a personal services agreement with Stephanie Sarno, 3801 Matthew Lane, Seaford, NY 11783 effective on May 18, 2023 through February 29, 2024; 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

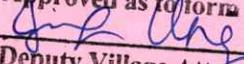
WHEREAS, the services will be billed at the hourly rate of \$25.50 per hour (one dollar more than the previous contract term), with a not-to-exceed cost of \$26,000; and

WHEREAS, the cost of this contract will be charged to A312004 545700 and there is sufficient funding to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a Personal Services Agreement with Stephanie Sarno, 3801 Matthew Lane, Seaford, NY 11783 effective on May 18, 2023 through February 29, 2024 at the hourly rate of \$25.50 per hour, with a not-to-exceed cost of \$26,000.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Stephanie Sarno

May 18, 2023 through February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 2023, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Stephanie Sarno, located at 3801 Matthew Lane, Seaford, NY 11783 (hereinafter referred to as "Sarno"):

WITNESSETH:

WHEREAS, Sarno, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its LPR Program from time to time, in particular the coordination of a Police Department plan, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on May 18, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon five (5) days written notice to Sarno.

3. Compensation.

For all services rendered by Sarno under this Agreement, the IVF shall pay a fee not to exceed \$26,000 for the length of this contract. All services to IVF shall be billed on a monthly at a rate of \$25.50 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Sarno and submitted to the Police Department for processing.

4. Duties

Sarno shall provide the following services to IVF:

Assist in the operation and analysis of data gathered by the License Plate Reader (LPR) program.

5. Extent of Services.

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

6. No Participation.

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

7. Death or Disability

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

8. Assignment.

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

9. Notices.

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

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

Stephanie Sarno
3801 Matthew Lane
Seaford, NY 11783

10. Entire Agreement and Waiver.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement",

whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

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

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

Stephanie Sarno

STEPHANIE SARNO

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
Village Attorney

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

TO: Robert T. Kennedy, Mayor

FROM: Michael Smith, Chief of Police

DATE: April 4, 2023

RE: Approval of Federal Equitable Sharing Agreement and Certification

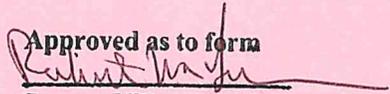
Please find the attached Federal Equitable Sharing Agreement and Certification. The Federal Equitable Sharing Agreement and Certification between the Village of Freeport, US Department of Justice and US Department of Treasury is required for participation in the Federal Asset Forfeiture Program and is renewed annually. The period this report covers is between 3/1/2022 and 2/28/2023.

The contact person for the program is Morgan Brantley, Morgan.brantley@usdoj.gov, 202-616-5762.

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



Michael Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, the United States Department of Justice and Department of Treasury offer an Equitable Sharing Program; and

WHEREAS, the program covers asset forfeiture fund distribution; and

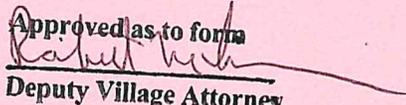
WHEREAS, in order to participate in this program, the Village must execute a Federal Equitable Sharing Agreement; and

WHEREAS, the Village Attorney has reviewed the agreement and has approved it as to form; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to sign any paperwork necessary to retroactively effectuate the Federal Equitable Sharing Agreement and Certification for a term between March 1, 2022 and February 28, 2023.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

STATE OF NEW YORK

6244

2023-2024 Regular Sessions

IN SENATE

April 6, 2023

Introduced by Sen. THOMAS -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT authorizing the town of Hempstead to transfer ownership of certain parkland to the village of Freeport

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Notwithstanding the provisions of any law to the contrary,
2 the town of Hempstead, acting by and through its governing body is here-
3 by authorized and empowered to convey the property described in section
4 two of this act, which was heretofore used by such town for park and/or
5 recreational purposes, upon terms agreed upon between the parties, to
6 the village of Freeport for use by such village for park and/or recre-
7 ational purposes, provided, however, that such village of Freeport shall
8 continue to provide access to such parkland and/or recreational facili-
9 ties to all residents of the town of Hempstead and the village shall not
10 enact any fees or charges which are higher for town residents who are
11 not village residents. Any revenues received from the town from the
12 transfer shall be used for capital improvements of existing park or
13 recreational and/or the acquisition of additional park or recreational
14 facilities.

15 § 2. The lands referred to in section one of this act are located,
16 bounded and described as follows:

17 ALL that certain plot, piece or parcel of land together with the
18 improvements thereon, situate, lying and being in the Incorporated
19 Village of Freeport, Town of Hempstead, County of Nassau, State of New
20 York being known and designated as and by Section 62 Block C Lot 102 on
21 the Land and Tax Map of Nassau County bounded and described thereon as
22 follows:

23 BEGINNING at a point on the easterly side of So. Grove Street a/k/a
24 Guy Lombardo Boulevard, distant 343.87 feet southerly from the corner
25 formed by the intersection of the easterly side of So. Grove Street with

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD10720-01-3

1 the southerly side of Howard Avenue, which said point of beginning is
2 also the corner formed by the intersection of the easterly side of So.
3 Grove Street with the southerly side of Anchorage Way;

4 RUNNING THENCE the following four (4) courses and distances along the
5 easterly side of So. Grove Street:

6 1. Southerly, 703.92 feet, to an angle point in said easterly side of
7 So. Grove Street;

8 2. Southeasterly, 305.76 feet to another angle point in said easterly
9 side of So. Grove Street;

10 3. Southeasterly, 403.71 feet to another angle point in said easterly
11 side of So. Grove Street;

12 4. Southerly, 470 feet to the northerly line of Tax Lot 151, Section
13 62, Block 102 on the said Land and Tax Map of Nassau County;

14 RUNNING THENCE the following three (3) courses and distances along the
15 northerly and easterly lines of said Tax Lot 151, Section 62, Block 102:

16 1. Easterly, along the northerly line of said tax lot, 63.0 feet to a
17 point on the easterly line of said tax lot;

18 2. Southerly, along the easterly line of said tax lot, 249.70 feet to
19 an angle point in said easterly line of said tax lot;

20 3. Southerly, still along the easterly line of said tax lot, 70.00
21 feet to The Narrows (Freeport River);

22 RUNNING THENCE Easterly, along The Narrows, 740 feet more or less to
23 the westerly line of Hudson Bay;

24 RUNNING THENCE along the westerly line of Hudson Bay, 1100 feet more
25 or less to the southerly line of Tax Lot 103, Section 62, Block C;

26 THENCE Westerly, along the southerly line of said tax lot, 96.39 feet,
27 to a point on the westerly line of said tax lot;

28 RUNNING THENCE Northwesterly, along the said westerly line of said tax
29 and the westerly lines of Tax Lots 104 and 471, 294.78 feet to the
30 northwesterly side of Anchorage Way;

31 RUNNING THENCE the following six (6) courses and distances along the
32 southwesterly and southerly sides of Anchorage Way:

33 1. Northwesterly, 315.69 feet to an angle point in the southwesterly
34 side of Anchorage Way;

35 2. Northwesterly, 300.48 feet to another angle point in the southwes-
36 terly side of Anchorage Way;

37 3. Westerly, 83.70 feet, along the southwesterly and southerly side of
38 Anchorage Way to another angle point in the southerly side of Anchorage
39 Way;

40 4. Westerly, along the southerly side of Anchorage Way, 83.70 feet to
41 another angle point in the southerly side of Anchorage Way;

42 5. Westerly, along the southerly side of Anchorage Way, 182.87 feet to
43 another angle point in the southerly side of Anchorage Way;

44 6. Westerly, along the southerly side of Anchorage Way, 272.96 feet to
45 another angle point in the southerly side of Anchorage Way; and,

46 7. Westerly, along the southerly side of Anchorage Way, 110.15 feet to
47 the point or place of BEGINNING.

48 § 3. The land to be transferred pursuant to this act and all struc-
49 tures and facilities situated on such land shall be maintained, owned
50 and operated for park purposes by the village of Freeport. The use of
51 such parkland and facilities shall continue to be made available to the
52 general public of the state of New York, including all residents of the
53 town of Hempstead and the village of Freeport.

54 § 4. Where availability of such public parkland and facilities is
55 limited, the use of such parkland and facilities must be determined by
56 an equitable method which provides priority use to the general public of

1 the state of New York, including all residents of the town of Hempstead
2 and the village of Freeport, based on a reservation policy for free or
3 for a nominal charge. Fees charged to non-residents of the town of Hemp-
4 stead or the village of Freeport shall not exceed twice those charged to
5 residents of such town or village. Where there is no charge for resi-
6 dents of such town or village but a fee is charged to non-residents,
7 non-residents fees cannot exceed fees charged for residents at compara-
8 ble state or local public facilities. Reservation, membership or annual
9 permit systems available to residents must also be available to non-re-
10 sidents and the period of availability must be the same for both resi-
11 dents and non-residents.

12 § 5. This act shall take effect immediately.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: NY0290400
Agency Name: Freeport Police Department
Mailing Address: 40 N Ocean Av
Freeport, NY 11520

Type: Police Department

Agency Finance Contact

Name: Ethier, Donnie
Phone: 516-445-9412 **Email:** d.ethier@freeportpolice.org

Jurisdiction Finance Contact

Name: Dalessio, Anthony
Phone: 516-377-2277 **Email:** adalessio@freeportny.gov

ESAC Preparer

Name: Ethier, Donnie
Phone: 516-445-9412 **Email:** d.ethier@freeportpolice.org

FY End Date: 02/28/2023

Agency FY 2024 Budget: \$24,300,005.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$6,371.08	\$0.00
2	Equitable Sharing Funds Received	\$3,314.32	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$180.94	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$3,495.26	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$9,866.34	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Kennedy, Brendan

Company: BST & co.CPAA, LLP

Phone: 518-459-6700

Email: bkennedy@bstco.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: NOT CURRENTLY AVAILABLE

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. **Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. **Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Smith, Michael
Title: Chief of Police
Email: m.smith@freeportpolice.org

Signature: _____

Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Kennedy, Robert T.
Title: Mayor
Email: rkennedy@freeportny.gov

Signature: _____

Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

**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: March 31, 2023

Re: 2023 SUPPLY OF CAR TIRES

Two bids were distributed and two bids were received on March 21, 2023 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 \$51,829.36 to a low bid of \$47,179.54. 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).

Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, N.Y 11753 is the low bidder in the amount of \$47,179.54 for this purchase contract.

Accordingly, it is recommended that the contract, **2023 SUPPLY OF CAR TIRES**, be awarded to,

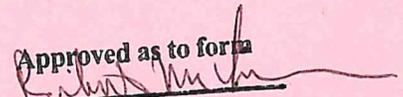
**Goodyear Tire and Rubber Co.
336 North Broadway
Jericho, N.Y 11753**

in the amount of \$47,179.54 for this contract total bid. The contract will be for a term of one year beginning retroactively on March 1, 2023 and ending February 29, 2023, with an option for two one-year extensions if mutually accepted.



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

Encl.
c.

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 27, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders, for the “2023 Supply of Car Tires - Rebid”; and

WHEREAS, two (2) bids were distributed and two (2) bids were received on March 21, 2023, for the referenced purchase contract; and

WHEREAS, the bids ranged from a high bid of \$51,829.36 to a low bid of \$47,179.54 and the Village has reviewed and checked all bids to be in good order; and

WHEREAS, the lowest responsible bidder was submitted by Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, NY 11753, in the amount of \$47,179.54; and

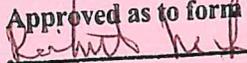
WHEREAS, the contract will be for a term of one-year retroactive to March 1, 2023 through February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, funding for this purchase will come out of the 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 approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the 2023 Supply of Car Tires – Rebid to Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, NY 11753, in the amount of \$47,179.54 for a term of one-year retroactive to March 1, 2023 through February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT

Nassau County, New York



**Contract and Specifications
for**

2023 SUPPLY OF CAR TIRES

**MAYOR
ROBERT T. KENNEDY**

TRUSTEES

**JORGE MARTINEZ
RONALD J. ELLERBE**

**EVETTE SANCHEZ
CHRISTOPHER SQUERI**

DEPARTMENT OF PUBLIC WORKS

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

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NOTICE TO BIDDERS

2023 SUPPLY OF CAR TIRES

FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

2023 SUPPLY OF CAR TIRES

until 11:00 A.M. on January 10, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on December 19, 2022 until 4:00 P.M. January 6, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – December 15, 2022
Freeport Herald

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Department of Public Works Project:

2023 SUPPLY OF CAR TIRES

2. DOCUMENT AVAILABILITY

Plans, Specifications, and forms of proposal may be seen and obtained at the Office of the Purchasing Agent, or by visiting the Village's Website at www.freeportny.gov, from **9:00 A.M. on December 19, 2022 until 4:00 P.M. January 6, 2023**

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

3. FEE FOR BID DOCUMENTS

No fee required for a set of contract documents.

4. FORM

Each proposal shall be made on the "Proposal Form" attached hereto and shall remain attached hereto as on of the bid documents and shall be submitted in a sealed envelope clearly marked:

2023 SUPPLY OF CAR TIRES

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

5. DELIVERY OF PROPOSALS

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

Inc. Village of Freeport
Kim Weltner- Purchasing Agent
46 North Ocean Avenue
Freeport, NY 11520

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

6. TAXES

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

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

7. QUALIFICATIONS OF BIDDERS

The Board reserves the right to reject any and all bids which do not conform to the proposals, or upon which the bidders do not comply with requirements of the Board as to their qualifications.

All bidders must prove to the satisfaction of the Board that they are reputable, reliable, responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to successfully complete the proposed work, and that they have performed and completed successfully similar work to an extent which, in the opinion of the Board, will qualify them by experience to successfully complete the work proposed.

In determining the qualifications of a bidder, the Board will consider his record in the performance of any contracts entered into by him for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board all such information and data for this purpose as the Board may request.

The Board shall be the sole judge on the qualifications of the bidders and of the merits thereof and further reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, material men or employees is not satisfactory to the Board; or if the evidence submitted by or the investigation of such bidders fails to satisfy the Board that he is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

8. EXAMINATION OF BID DOCUMENTS AND FAMILIARITY OF SITE

Before submitting a proposal, all bidders must satisfy themselves by personal examination of the specifications and other bid documents, and of the actual conditions and requirements of the work and shall not, at any time after the submission of a proposal dispute or complain of such estimate or assert that there was any misunderstanding in regard to the nature of the work to be done.

9. **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Superintendent of Public Works a written request for an interpretation thereof. The Superintendent of Public Works shall furnish the prospective bidder with a written response directly, prior to the deadline for submitting the bid. The making of any necessary inquiry will be the bidder's responsibility. Oral answers will not be binding on the Purchaser. Contact Mr. Robert R. Fisenne, P.E, Superintendent of Public Works, at (516) 377-2233 with any questions.

10. **ADDENDUM**

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

11. **MODIFICATIONS**

Proposals shall not contain any recapitulation of the work to be done. Modifications, exceptions or oral proposals will not be considered.

12. **CORRECTIONS**

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

13. **WITHDRAWAL**

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

14. **SUBLETTING OR ASSIGNING THE CONTRACT**

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

The Contractor shall perform with his own organization contract work amounting **to not less than 100 percent of the original total contract price.** "His own organization" shall be construed to include only workmen employed and paid directly by the Contractor.

15. MULTIPLE PROPOSALS

No person, firm or corporation shall be allowed to make more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

16. AGREEMENT

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

17. RIGHT TO REJECT BIDS

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

18. EXECUTION

If the Contract is not executed by the Village within forty-five (45) days after the receipt of bids, the obligation of the Bidder under this proposal may terminate at his option.

19. PROTECTION FROM CLAIMS AGAINST "OR EQUAL"

In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" Or "or equal" the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the Village free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

20. ALTERNATIVE ITEM

In submitting a bid on a commodity other than as Specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Village. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Village. **MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED.**

21. EQUIVALENT BIDS

Bidders may offer a product of the same capability, but of different manufacturer and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible, a bidder submitting an equal or better product shall at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Village. An omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications

22. DELIVERY

All tires will be delivered to the Central Garage for the Incorporated Village of Freeport, 355 Albany Avenue, Freeport. All tires shall be delivered in a timely fashion and unless there are unusual circumstances the contractor must deliver tires within 4 hours of ordering. There will be no delivery charge.

23. CONTRACT TERM

The contract will be for a term of one year beginning March 1, 2023, with an option for two one-year extensions if mutually accepted.

**BOARD OF TRUSTEES
INC. VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

2023 SUPPLY OF CAR TIRES

DATE: _____

NAME: _____

ADDRESS: _____

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

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

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

For providing all labor, materials and equipment necessary for construction as described in this specification and/or as shown on the contract drawings, the contractor declares that he will accept in full payment therefore, the following sums to wit:

DO NOT REMOVE THIS PAGE FROM BOOK

BASE BID

BID SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
1	12 EACH	Furnish P255/70 R16 Radial Police Pursuit Tire- Mud & Snow Style _____ _____ Dollars Per Each				
2	40 EACH	Furnish P265/60 R17 Radial Police Pursuit Tire- Mud & Snow Style _____ _____ Dollars Per Each				
3	16 EACH	Furnish P265/70 R17 Radial Police Pursuit Tire- Mud & Snow Style _____ _____ Dollars Per Each				
4	16 EACH	Furnish P205/65 R15 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
5	8 EACH	Furnish P235/75 R15 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				

DO NOT REMOVE THIS PAGE FROM BOOK
BASE BID
BID SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
6	12 EACH	Furnish LT245/75 R16 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
7	14 EACH	Furnish LT235/85 R16 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
8	14 EACH	Furnish P225/60 R16 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
9	14 EACH	Furnish P215/60 R16 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
10	8 EACH	Furnish P245/70 R17 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				

DO NOT REMOVE THIS PAGE FROM BOOK

BASE BID

BID SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
11	22 EACH	Furnish LT245/75 R17 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
12	16 EACH	Furnish P235/50 R18 Radial Police Pursuit Tire- Mud & Snow Style _____ _____ Dollars Per Each				
13	14 EACH	Furnish P225/70 R19.5 Radial Tire- Aggressive Tread Mud & Snow Style _____ _____ Dollars Per Each				
14	10 EACH	Furnish P235/75 R16 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
15	12 EACH	Furnish 235/75 R17 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				

DO NOT REMOVE THIS PAGE FROM BOOK
BASE BID
BID SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
16	14 EACH	Furnish LT265/75 R16 Radial Tire-Mud & Snow Style _____ _____ Dollars Per Each				
17	10 EACH	Furnish P175/70 R14 Radial Tire-Mud & Snow Style _____ _____ Dollars Per Each				
18	18 EACH	Furnish P195/65 R15 Radial Tire-Mud & Snow Style _____ _____ Dollars Per Each				
19	10 EACH	Furnish P195/70 R14 Radial Tire-Mud & Snow Style _____ _____ Dollars Per Each				
20	10 EACH	Furnish P225/70 R15 Radial Tire-Mud & Snow Style _____ _____ Dollars Per Each				

DO NOT REMOVE THIS PAGE FROM BOOK
BASE BID
BID SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
21	12 EACH	Furnish P235/65 R17 Radial Tire- All Season Style _____ _____ Dollars Per Each				
22	12 EACH	Furnish P265/70 R16 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
23	10 EACH	Furnish ST235/80 R16 Radial Tire _____ _____ Dollars Per Each				
24	10 EACH	Furnish LT215/85 R16 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
25	10 EACH	Furnish P185/70 R14 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				

DO NOT REMOVE THIS PAGE FROM BOOK
BASE BID
BID SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
26	12 EACH	Furnish 275/55 R20 Radial Tire- 2022 PPV 113V _____ _____ Dollars Per Each				
27	12 EACH	Furnish P265/65 R18 Radial Tire- 4wd Tahoe Mud Snow _____ _____ Dollars Per Each				
28	6 EACH	Furnish ST225/75 R15 Radial Tire _____ _____ Dollars Per Each				
29	6 EACH	Furnish 185/60 R15 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				
30	6 EACH	Furnish LT265/70 R18 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				

DO NOT REMOVE THIS PAGE FROM BOOK
BASE BID
BID SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES IN FIGURES		TOTAL AMOUNT	
			Dollar	Cents	Dollars	Cents
31	12 EACH	Furnish 225/70R19 Radial Tire- Mud & Snow Style _____ _____ Dollars Per Each				

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK

TOTAL AMOUNT OF BID, BASED ON THE ATTACHED SPECIFICATIONS, TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT THEREON, THE SUM OF:

(WORDS)

\$ _____

(FIGURES)

ALL RADIALS PLY TIRES TO BE MICHELIN, GOODYEAR OR FIRESTONE

VENDOR TO SUPPLY _____ RADIALS PLY TIRES

NOTES:

- 1) The Village of Freeport reserves the right to include or delete any one of the items from the Contract or adjust the contract amount accordingly.
- 2) The low bidder will be determined from the "**TOTAL AMOUNT OF BID**" Price. Bidders are to enter above a total estimated contract price for **TOTAL AMOUNT OF BID**. Award of the contract will be made based upon the lowest total estimated contract price.
- 3) **The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.**

It is understood that the estimated quantities shown on the foregoing schedule are solely for the purpose of facilitating the comparison of bids and that the Contractor's compensation will be computed upon the basis of the actual quantities of the completed work, whether they be more or less than those shown herein.

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

All other work not enumerated in this schedule, but required by order of the Owner, shall be considered as extra work. All extra work shall be estimated by the Engineer and paid for in accordance with the Form of this Contract.

The Contractor further agrees to enter into a contract within TEN (10) days from date of your acceptance of this Proposal to begin, finish and complete said work and to furnish said materials according to the aforesaid details, conditions and specifications, etc., under which this Bid is made and in accordance with the Contract to be entered into.

NON-COLLUSIVE BIDDING CERTIFICATION

1. (A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (A) (1) and (2) and (3) above have not been complied with; provided, however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish therefore. Where (A) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
2. The fact that a bidder (A) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (A).
3. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BIDDER: _____
BIDDER'S ADDRESS: _____
BIDDER'S F.E.I.N.: _____
BIDDER'S TELEPHONE (DAY): _____
(NIGHT - EMERGENCY): _____
FAX NUMBER: _____
SIGNED BY: _____
TITLE: _____
DATE: _____

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

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

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

DATED AT: _____ THE _____ DAY OF _____

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Recreation Center Manager
Date: April 5, 2023

**Re: Personal Services Agreement
Defense Concepts, Inc.**

The Freeport Recreation Center would like to renew the agreement with Defense Concepts, Inc. Defense Concepts teaches karate classes throughout the year at the Recreation Center. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL _____ AMENDMENT X

Contract Term: EXTENSION of July 1, 2023—February 29, 2024

Contract Rate: \$100.00 per hour payable to Defense Concepts, Inc. (Same hourly rate as last year).

Sessions: Sessions are on-going throughout the year. Classes are held on Tuesdays from 5pm-7pm, as well as during Summer Camp.

Description: The class is designed to teach basic concepts of self-defense. The ages for this class are 5 and up.

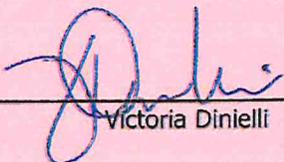
Village Compensation:
The Total Fee to be paid to Defense Concepts, Inc will be \$100.00 per hr., with a Cap of \$15,000.00.

Village to Provide: A room to conduct the class and mats.

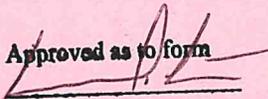
Revenue: The Recreation Center will be charging participants \$100 per session (Residents) & \$115.00 per session (Non-Residents). Each session is 8-weeks. During the FYE 2023 contract, the Recreation Center collected approximately \$15,637.50 from this program.

Expenditures: During FYE 2023, the Village paid Defense Concepts, Inc. \$11,800.00. This expense will come out of account A714004-545700 (Non-Employee Salaries).

Defense Concepts, Inc.
1754 Merrick Ave.
Merrick, NY 11566



Victoria Dinielli

Approved as to form


Village Attorney

4/11/2023

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

WHEREAS, the Incorporated Village of Freeport, from time to time, is in need of expert professional services at the Freeport Recreation Center; and

WHEREAS, Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, possesses those certain skills, knowledge and expertise of a specialized nature in the area of karate instruction; and

WHEREAS, the Board of Trustees deems it beneficial to the residents of the Village of Freeport and the members of the Recreation Center to provide for the performance of karate instruction classes; and

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

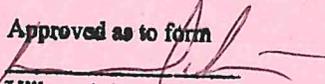
WHEREAS, the contract amendment is for a term from July 1, 2023 through February 29, 2024 for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and hereby is authorized to execute a Personal Services Agreement amendment between the Village of Freeport and Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, for a term beginning July 1, 2023 through February 29, 2024 for a fee not-to-exceed \$100.00 per hour, with a cap of \$15,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney
4/11/2023

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: Victoria Dinielli, Recreation Center Manager January 26, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 23, 2023:

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

WHEREAS, the Incorporated Village of Freeport, from time to time, is in need of expert professional services at the Freeport Recreation Center; and

WHEREAS, Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, possesses those certain skills, knowledge and expertise of a specialized nature in the area of karate instruction; and

WHEREAS, the Board of Trustees deems it beneficial to the residents of the Village of Freeport and the members of the Recreation Center to provide for the performance of karate instruction classes; and

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

WHEREAS, the contract renewal is for a term from March 1, 2023 through June 30, 2023 at an hourly rate of \$100.00 for a not-to-exceed amount of \$2,500.00; and

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

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized, on behalf of the Village of Freeport, to execute a renewal agreement between the Village of Freeport and Defense Concepts, Inc., 1754 Merrick Avenue, Merrick, New York, 11566, for a term beginning March 1, 2023 through June 30, 2023, at an hourly rate of \$100.00 for a not-to-exceed amount of \$2,500.00.

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Defense Concepts, Inc.

July 1, 2023 to February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____ 20_____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as “IVF”), and Defense Concepts, Inc., located on 1754 Merrick Avenue, Merrick, NY 11566 (hereinafter referred to as “Defense Concepts”):

WITNESSETH:

WHEREAS, Defense Concepts has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, for the purpose of teaching karate; and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on July 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Defense Concepts.

3. Compensation.

For all services rendered by Defense Concepts under this Agreement, the IVF shall pay Defense Concepts a fee not to exceed \$100.00 per hour, with an annual cap of \$15,000.00. All services to IVF shall be billed on a monthly basis in per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Defense Concepts and submitted to the Freeport Recreation Center for processing.

5. Duties

Defense Concepts shall provide the following services to IVF:

Defense Concepts shall conduct karate classes throughout the year at the Recreation Center.

All classes will be performed according to a schedule approved, in advance, by IVF.

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

Defense Concepts, Inc.
1754 Merrick Avenue
Merrick, NY 11566

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

The subject headings of the articles, paragraphs, and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to

explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

16. Applicable Law.

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

17. Disclosure.

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

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

DEFENSE CONCEPTS, INC.

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Manager, Recreation Center
Date: April 5, 2023

**Re: Personal Service Agreement
FitFam NY**

The Freeport Recreation Center would like to renew the agreement with FitFam NY. Eddie Gordon, from FitFam NY, will be teaching children's fitness classes for our summer camp program. The highlights of the program are as follows:

Contract Type: NEW _____ RENEWAL X AMENDMENT _____

Contract Term: June 1, 2023—February 29, 2024

Contract Rate: \$50.00 per hour

Sessions: Once a week during our summer camp program.

Description: Boot Camp style class tailored for children ages 6-10 years old.

Classes: Thursdays during Camp.

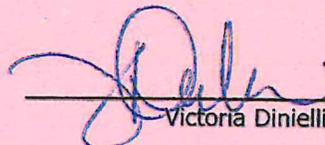
Compensation: The total fee to be paid to FitFam NY will be \$50.00 per hour with a cap of \$2,500.00.

Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants for camp \$400 per session for Residents, and \$425 per session for Non-Residents.

Expenditures: The expense for this program comes out of account A714004-545700 (Non-Employee Salaries). During FYE 2023, FitFam was paid \$875.

FitFam NY
950 Church St.
Baldwin, NY 11510
(516) 306-7240


Victoria Dinielli, Manager

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

WHEREAS, the Freeport Recreation Center needs an individual to conduct “Boot Camp” classes for children at the Recreation Center; and

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

WHEREAS, Eddie Gordon from FitFam NY, 950 Church Street, Baldwin, NY 11510 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service and has proposed to do so for a term beginning June 1, 2023 and ending February 29, 2024 at an hourly rate of \$50.00 with a cap of \$2,500; and

WHEREAS, the “Boot Camp” classes will each be conducted at least once a week during the summer camp program; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a Personal Services Agreement renewal between the Village of Freeport and Eddie Gordon from FitFam NY, 950 Church Street, Baldwin, NY 11510, for a term beginning June 1, 2023 and ending February 29, 2024 at an hourly rate of \$50.00 with a cap of \$2,500.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	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: Victoria Dinielli, Recreation Center Manager May 24, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 23, 2022:

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

WHEREAS, the Freeport Recreation Center needs an individual to conduct "Boot Camp" classes for children at the Recreation Center; and

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

WHEREAS, Eddie Gordon from FitFam NY, 950 Church Street, Baldwin, NY 11510 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service and has proposed to do so for a term beginning June 1, 2022 and ending February 28, 2023 at an hourly rate of \$50.00 with a cap of \$2,500; and

WHEREAS, the "Boot Camp" classes will each be conducted at least once a week during the summer camp program; and

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

NOW THEREFORE BE IT RESOLVED, the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and Eddie Gordon from FitFam NY, 950 Church Street, Baldwin, NY 11510 for a term beginning June 1, 2022 and ending February 28, 2023 at an hourly rate of \$50.00 with a cap of \$2,500.

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

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

FitFam NY

June 1, 2023 – February 29, 2024

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and FitFam NY with offices located at 950 Church Street, Baldwin, New York 11510 (hereinafter referred to as "FitFam"):

WITNESSETH:

WHEREAS, FitFam, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, in particular the performance of boot camp style class for children, and,

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

TERMS AND CONDITIONS

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

1. Employment.

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

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on June 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to FitFam.

3. This item intentionally omitted.

4. Compensation.

For all services rendered by FitFam under this Agreement, the IVF shall pay FitFam a fee not to exceed \$2,500. All services to IVF shall be billed on a monthly basis at \$50.00 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by FitFam and submitted to the Freeport Recreation Center for processing.

5. Duties

FitFam shall provide the following services to IVF:

FitFam shall conduct boot camp style classes for children at the Recreation Center according to a schedule approved by IVF. IVF will provide use of space at the Recreation Center sufficient to conduct such classes.

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

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

10. Notices.

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

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

FitFam NY
950 Church St.
Baldwin, NY 11510
(516) 306-7240

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Conflicts of Interest

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

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

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

By: _____
FitFam

APPROVED AS TO FORM:

By: _____
Howard E. Colton
Village Attorney

Incorporated Village of Freeport
Recreation Department
Inter-Office Correspondence

To: Robert T. Kennedy, Mayor
From: Victoria Dinielli, Manager, Recreation Center
Date: April 5, 2023

**Re: Personal Service Agreement
Kidokinetics of Nassau County**

The Freeport Recreation Center would like to come to an agreement with Kidokinetics of Nassau County. The Kidokinetics organization will be teaching different sports classes for our summer camp program. The highlights of the program are as follows:

Contract Type: NEW X RENEWAL _____ AMENDMENT _____

Contract Term: June 1, 2023—February 29, 2024

Contract Rate: \$50.00 per hour

Sessions: Once a week during our summer camp program.

Description: Different sports programs will be taught throughout the summer, ranging from pickleball for kids to flag football & soccer.

Classes: Mondays & Fridays during Camp.

Compensation: The total fee to be paid to Kidokinetics of Nassau County will be \$50.00 per hour with a cap of \$5,000.00.

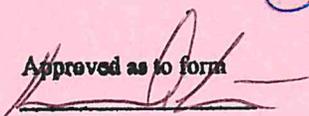
Village to Provide: Room to conduct the class.

Revenue: The Recreation Center will be charging participants for camp \$400 per session for Residents, and \$425 per session for Non-Residents.

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

Kidokinetics of Nassau County
99 S. Park Ave. # 307
Rockville Centre, NY 11570
(516)515-9057


Victoria Dinielli, Manager

Approved as to form

Village Attorney

4/11/2023

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

WHEREAS, the Incorporated Village of Freeport, from time to time, is in need of expert professional services at the Freeport Recreation Center; and

WHEREAS, Kidokinetics of Nassau County, 99 S. Park Ave., # 307, Rockville Centre, NY 11570, possesses those certain skills, knowledge and expertise of a specialized nature in the area of different sports classes for kids, ranging from pickleball to flag football and soccer; and

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

WHEREAS, the contract is for a term from June 1, 2023 through February 29, 2024, at an hourly rate of \$50.00 with a cap of \$5,000.00; and

WHEREAS, funding for this service comes out of account A714004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and is hereby authorized to execute a Personal Services Agreement with Kidokinetics of Nassau County, 99 S. Park Ave., # 307, Rockville Centre, NY 11570, for a term from June 1, 2023 through February 29, 2024, at an hourly rate of \$50.00 with a cap of \$5,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

4/11/2023

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Kidokinetics of Nassau County

June 1, 2023 to February 29, 2024

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____ 20_____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as “IVF”), and Kidokinetics of Nassau County, Inc., located on 1754 Merrick Avenue, Merrick, NY 11566 (hereinafter referred to as “Kidokinetics of Nassau County”):

WITNESSETH:

WHEREAS, Kidokinetics of Nassau County has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Freeport Recreation Center from time to time, for the purpose of teaching karate; and,

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

TERMS AND CONDITIONS

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

1. Employment.

IVF hereby employs Kidokinetics of Nassau County as an independent contractor, and Kidokinetics of Nassau County hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on June 1, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Kidokinetics of Nassau County.

3. Compensation.

For all services rendered by Kidokinetics of Nassau County under this Agreement, the IVF shall pay Kidokinetics of Nassau County a fee not to exceed \$50.00 per hour, with an annual cap of \$5,000.00. All services to IVF shall be billed on a monthly basis in per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Kidokinetics of Nassau County and submitted to the Freeport Recreation Center for processing.

5. Duties

Kidokinetics of Nassau County shall provide the following services to IVF:

Kidokinetics of Nassau County shall conduct different sports classes for kids, ranging from pickleball to flag football and soccer throughout the year at the Recreation Center.

All classes will be performed according to a schedule approved, in advance, by IVF.

6. Extent of Services.

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

7. No Participation.

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

8. Death or Disability.

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

9. Assignment.

This Agreement may not be assigned by Kidokinetics of Nassau County without the prior written consent of the IVF.

10. Notices.

All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered when (i) delivered personally, or (ii) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage

prepaid to the parties at the following addresses (or to such address as may be designated in writing by one party to the other):

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

Kidokinetics of Nassau County, Inc.
99 S. Park Ave., # 307
Rockville Centre, NY 11570

11. Entire Agreement and Waiver.

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

12. Amendments.

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

13. Parties in Interest.

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

14. Severability.

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

15. Subject Headings.

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

16. Applicable Law.

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

17. Disclosure.

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

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

KIDOKINETICS OF NASSAU COUNTY, INC.

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
Village Attorney

VILLAGE OF FREEPORT
DEPARTMENT OF PUBLIC WORKS
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: March 27, 2023

RE: Parking Restrictions on Dehnhoff Avenue

The Department of Public Works has received a request to establish no parking on Dehnhoff Avenue. This was requested by the homeowner at 88 Dehnhoff Avenue to allow access for handicap transportation. We have reviewed this request and approve of the change.

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

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

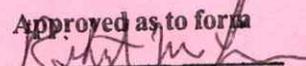
No person shall park a vehicle within the designated areas in the following streets at any time, or at the times otherwise indicated:

ADD:

Dehnhoff Avenue, south side, from the easterly curbline of Graffing Place east for a distance of 65 feet



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

Approved as to form

Deputy Village Attorney

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

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, that the VEHICLE AND TRAFFIC REGULATIONS Article III Parking Restrictions be amended as follows:

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

No person shall park a vehicle within the designated areas in the following streets at any time, or at the times otherwise indicated:

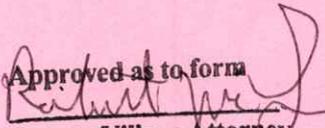
ADD:

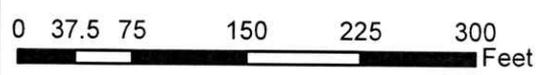
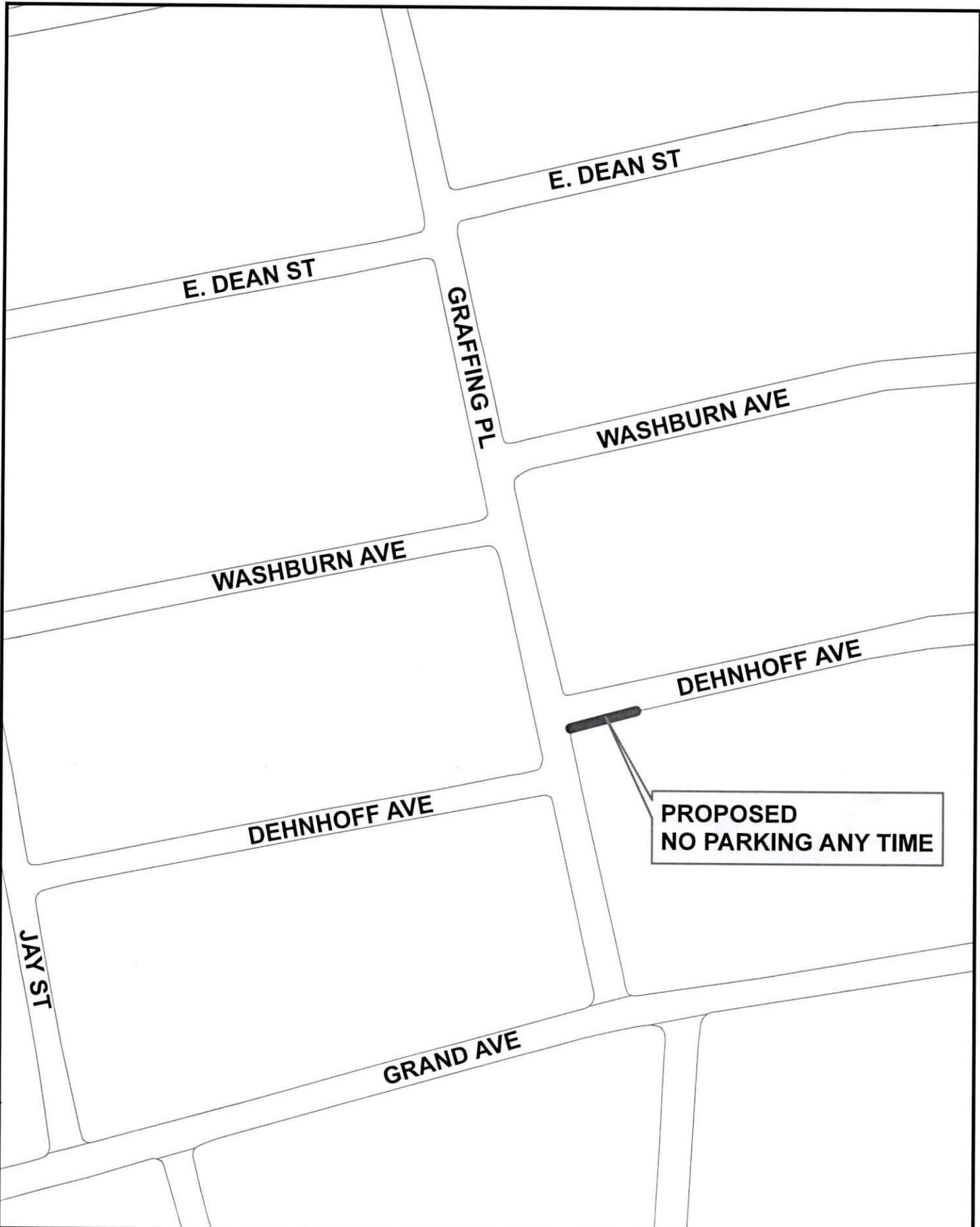
Dehnhoff Avenue, south side, from the easterly curblineline of Graffing Place east for a distance of 65 feet.

The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 3rd day of April 2023.

Approved as to form

Deputy Village Attorney



PROPOSED PARKING RESTRICTIONS
ON DEHNHOFF AVENUE



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

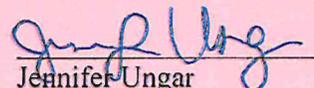
TO: Robert T. Kennedy, Mayor
FROM: Jennifer Ungar, Deputy Village Attorney
DATE: April 6, 2023
RE: eCode360 Annual Maintenance Fee

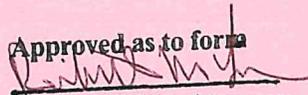
The Village Attorney's Office is requesting Board approval for the annual maintenance fee renewal between the Incorporated Village of Freeport and General Code, P.O. Box 772512, Detroit, MI 48277-2512 for the eCode360 annual maintenance.

General Code is the provider of eCode360, the website where the Freeport Village Code is maintained. The annual maintenance fee covers maintenance of the website and the posting of any updated local laws that may be adopted during the year. The cost of annual maintenance is \$1,195 for a term running retroactive to March 1, 2023 and ending on February 29, 2024. This fee is unchanged from last year.

This expense will be charged to A142004 545200 – Law Books, and there are sufficient funds to cover this expense.

If this meets with your approval, please place on the next available agenda.


Jennifer Ungar
Deputy Village Attorney

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village Attorney's Office is requesting Board approval for the annual maintenance fee renewal between the Incorporated Village of Freeport and General Code, P.O. Box 772512, Detroit, MI 48277-2512 for the eCode360 annual maintenance; and

WHEREAS, General Code is the provider of eCode360, the website where the Freeport Village Code is maintained; the annual maintenance fee covers maintenance of the website and the posting of any updated local laws that may be adopted during the year; and

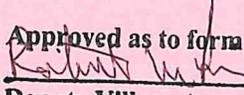
WHEREAS, the cost of annual maintenance is \$1,195 for a term running retroactive to March 1, 2023 and ending on February 29, 2024; this fee is unchanged from last year; and

WHEREAS, this expense will be charged to A142004 545200 – Law Books, and there are sufficient funds to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Deputy Village Attorney, the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to approve the maintenance fee renewal between the Incorporated Village of Freeport and General Code, P.O. Box 772512, Detroit, MI 48277-2512 for the eCode360 annual maintenance of \$1,195 for a term running retroactive to March 1, 2023 and ending on February 29, 2024.

The Clerk polled the Board as follows:

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

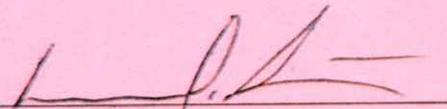
Approved as to form

Deputy Village Attorney

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Kennedy
From: Howard Colton, Deputy Village Attorney
Date: April 12, 2023
Re: Schedule a Public Hearing on May 1, 2023 – to open a taxi company known as Taxi Taxi NY Brand in the Village

Our office request a public hearing to be scheduled to consider the request to open a taxi company known as Taxi Taxi NY Brand in the Village of Freeport, and further request the Village Clerk to publish the notice in the Freeport Herald.

If this meets with your approval, please place it on the Board of Trustees Agenda for a Public Hearing on May 1, 2023 at 7:15PM.


Howard Colton
Deputy Village Attorney

/ml

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 1st day of May 2023, at 7:15 P.M., to consider the request to open a taxi company known as Taxi Taxi NY Brand in the Village of Freeport.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 1st day of May 2023 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 17th day of April 2023.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
April 17, 2023

March 20, 2023

My name is Anna Guzman, I am the owner of AEG Management Corporation. I am looking to take over the Taxi Taxi NY Brand (All American Taxi Corp) under my own entity.

Jennifer Lopez the owner of All American Tax Corp. Has advised ,me on the need for transportation in the Freeport area. I have done my research and see that the village of Freeport has a large amount of illegal cabs. This is an issue that I would like to help resolve. Gypsy cabs and Ubers in Long island do not carry proper licensing, medallions, background checks or proper insurance. As you know this proposes a HUGE safety and liability risk to the village and the community. I am writing to request 15 medallions to provide a safe, efficient and legal cab service. On top of this, it also provide revenue to the village of Freeport and providing jobs to the community in which these illegal drivers are not doing.

Below is the information of my vehicles as well as the information necessary to obtain the medallions:

1. Owner: Anna Guzman

1075 Frances Drive

Valley Stream , NY 11580

2. Base of Operation: 42 Guy Lombardo Avenue

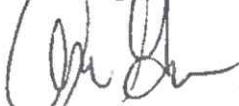
Freeport, NY 11520 Suite 207C

3. 10 vehicles which are all 2016 Toyota Camry's and 5 minivans.

4. Our color scheme for our vehicles are silver, black, white with yellow decals.

Thank you in advance for your time and consideration with my request.

Warm Regards,



Anna Guzman

516 5347360

geegee2010@msn.com

RECEIVED
MAYORS OFFICE
2023 MAR 24 P 3:02
VILLAGE OF FREEPORT

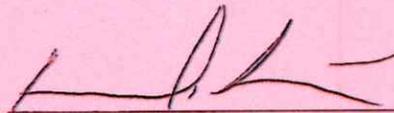
INCORPORATED VILLAGE OF FREEPORT
Inter-Department Correspondence
Village Attorney's Office

TO: Mayor Robert T. Kennedy
FROM: Howard Colton, Village Attorney
DATE: April 12, 2023
RE: Setting Public Hearing for Proposed Local Law Change

The Village is considering a local law change to update the Village Code to provide for a post deprivation hearing in cases where a vehicle has been impounded for unpaid parking tickets or default judgments. This would involve amending Chapter 155 entitled Peace and Good Order, by adding an article entitled "Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments." A copy of the proposed law is attached for your review.

This local law would streamline the procedure for this process, including notification to all interested parties in the event of an impoundment of a vehicle for unpaid parking tickets or default judgments, the appointment of an independent agent to conduct retention hearings, the conduct of those hearings, and default and post-default review.

In order to change a section of the Village Code, a public hearing must be set and therefore permission is requested for the Board to set a hearing for this proposed local law change for May 1, 2023 at 7:15PM.



Howard Colton
Village Attorney

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 1st day of May 2023, at 7:15 P.M., to consider the amendment of Chapter 155 entitled Peace and Good Order, by adding an article entitled "Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments."

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 1st day of May 2023 at 7:15 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 17th day of April 2023.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
April 17, 2023

A LOCAL LAW TO ENACT A NEW CHAPTER 155, ARTICLE XIV, ENTITLED "POST DEPRIVATION HEARINGS – VEHICLES IMPOUNDED FOR UNPAID PARKING TICKETS AND DEFAULT JUDGMENTS" SECTION 155-107.

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT AS FOLLOWS:

Section 1: Chapter 155 Article XIV, §155-107 which reads as follows, is hereby adopted:

Article XIV Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments

§155-107 Procedure

1. Ascertainment of and notice to Interested Parties: Upon impoundment, removal or seizure of a vehicle for unpaid parking tickets and default judgments, the Village shall conduct a diligent inquiry to determine the identity of parties with interests in the seized vehicle (the "Interested Parties"), and within 10 days of the impoundment, removal or seizure shall provide written notice ("Notice of Seizure") of the right to a retention hearing (the "Retention Hearing") to those Interested Parties, defined as follows:
 - a. The driver in possession at the time of seizure;
 - b. The registrant of the vehicle;
 - c. The titled owner of the vehicle;
 - d. Any lessor of the vehicle; and/or
 - e. Any lienholder of the vehicle.

2. Written Notice of Retention Hearing Procedure and turnover to other Interested Party on event of Default:
 - a. The Notice of Seizure shall state that each Interested party has the right to a prompt post impoundment, removal or seizure hearing ("Retention Hearing") before a neutral decision maker who shall review the legality of the seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue among the registered owner/ titled owner, lessor/lessee and shall be given by certified mail to the Interested parties in the vehicle.
 - b. The notice shall also inform owners of vehicles subject to liens, or lessees of leased vehicles—as applicable—that if they fail to participate in a Retention Hearing and are in default under the terms of their lease, that the seized vehicle may instead be released to a lienholder or lessor (as applicable) if a post-default review of indicates that such lienholder or lessor is entitled to take possession of the seized vehicle.
 - c. The Notice of Seizure shall be sent by certified mail, return receipt requested, to the Interested Parties at the address listed for each interested party on the license, registration and/or document of title for the vehicle in question or such other address as is reasonably calculated to give the Interested Party notice of the removal, seizure, impoundment or detention.
 - d. The Notice of Seizure shall state the name and address of the Interested Party; make, model and vehicle identification number ("VIN") of the seized vehicle; the purpose of the Retention Hearing is to determine the legality of the impoundment, removal or seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue and that each Interested Party shall have the option to request such hearing, which must be

commenced within twenty-one (21) days from the time the Notice of Seizure is sent to all Interested Parties.

3. Independent Agent to Conduct Hearings and Procedure to be made public:

- a. The procedure to obtain a Retention Hearing before a neutral decision maker shall be posted on the Village's website.
- b. The Village shall appoint an independent agent to conduct such Retention Hearings at the cost and expense of the Village.

4. Conduct of the Retention Hearing:

- a. Retention Hearings shall be scheduled in person and/or virtually at Village premises or locations in or outside the Village designated by the Village for such hearings.
- b. The Retention Hearing shall be conducted promptly following the seizure, impoundment, and detention of any vehicle before a neutral decision maker who shall:
 - i. Review the legality of the seizure;
 - ii. Review the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle; and
 - iii. Determine the rights of possession in the vehicle at issue.
- c. The neutral decision maker shall reserve continuing jurisdiction beyond the initially scheduled Retention Hearing in the event of the need to adjourn such hearing due to circumstances beyond the control of the parties, such as weather or public health events, but in no instance shall this provision result in the retention of a vehicle indefinitely without a hearing.

5. Default and Post-Default Review: If no Interested Party requests a Retention Hearing or appears at the requested Retention Hearing, all Interested Parties will be deemed in default. In the event of a default, the Village Attorney shall conduct a post-default review of the seizure to determine:

- a. The legality of the seizure,
- b. The appropriateness of any fees and expenses charged in relation to the seizure and storage of the vehicle.

6. Actions Post-Default: Following post-default review, the Village may take such further actions as are called for by its laws or other policies and procedures, including the imposition of fees, seeking forfeiture or otherwise disposing of the vehicle.

7. Proof of the Right of Titled Owner or Lienholder to retake possession: A vehicle will not be turned over to a titled owner, lessor or lienholder until the lessor or lienholder provides satisfactory proof of the right of a titled owner, lessor or lienholder to take possession of a vehicle in the form of an Affidavit of Right from an appropriate custodian of records of the titled owner, lessor or lienholder stating:

- a. The reason(s) the titled owner, lessor or lienholder has a current right to take possession of the vehicle and attaching certified copy of the lease document or retail installment contract;
- b. An agreement by the titled owner, lessor or lienholder to reasonably cooperate with the Village should a driver or registrant later make claims against the Village related to the Village's turnover of the vehicle to the titled owner, lessor; and/or lienholder;
- c. An agreement to release the Village for its conduct in towing the vehicle; and
- d. An agreement that the titled owner, lessor or lienholder shall pay to the Village those fees which may be imposed by a written disposition following the Retention Hearing.

8. This chapter shall not apply where a vehicle is impounded under authority granted pursuant to New York State Statute.

Section 2. This local law shall take effect immediately upon filing with the Secretary of State's Office.

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

TO: Robert T. Kennedy, Mayor
FROM: Howard Colton, Village Attorney
DATE: April 11, 2023
RE: **NGL Group Insurance Review**

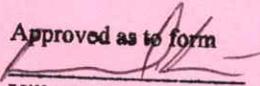
The Village Attorney's Office is requesting Board approval to engage NGL Insurance Group, 112 Merrick Road, P.O. Box 847, Lynbrook, New York 11563 to provide an Initial Insurance consulting service. This service would review all of the Village's property and casualty insurance policies for the Village, with a special emphasis on cyber-insurance exposure and liability, as well as review loss runs.

The fee for this one-time service will be \$2,500, payable in two installments, half upon agreement and half upon submission of the written report. They also will be available to meet with the Village to review and discuss any recommendations to improve the insurance profile.

This expense will be charged to A142004 545700 – Non-Employee Salaries, and there are sufficient funds to cover this expense.

If this meets with your approval, please place on the next available agenda.


Howard Colton
Village Attorney

Approved as to form

Village Attorney 4/12/23

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

WHEREAS, the Village Attorney's Office is requesting Board approval to engage NGL Insurance Group, 112 Merrick Road, P.O. Box 847, Lynbrook, New York 11563 to provide an Initial Insurance consulting service; and

WHEREAS, this service would review all of the Village's property and casualty insurance policies for the Village, with a special emphasis on cyber-insurance exposure and liability, as well as review loss runs; and

WHEREAS, the fee for this one-time service will be \$2,500.00, payable in two installments, half upon agreement and half upon submission of the written report; they also will be available to meet with the Village to review and discuss any recommendations to improve the insurance profile; and

WHEREAS, this expense will be charged to A142004 545700 – Non-Employee Salaries, and there are sufficient funds to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board approve and the Mayor be and hereby is authorized to execute any documentation necessary to engage NGL Insurance Group, 112 Merrick Road, P.O. Box 847, Lynbrook, New York 11563 for a fee of \$2,500.00.

The Clerk polled the Board as follows:

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

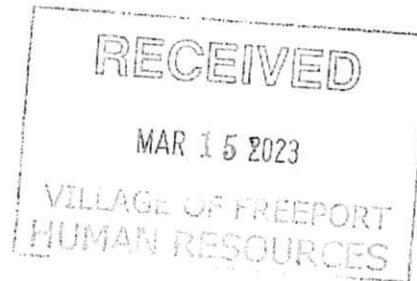
Approved as to form
Village Attorney 4/12/23



INSURANCE YOU NEED.
EXPERIENCE YOU TRUST.
SERVICE YOU DESERVE.

March 13, 2023

Howard Colton
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

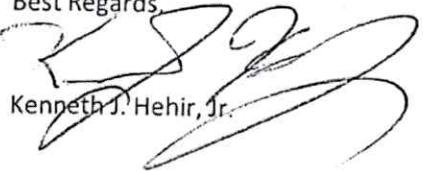


Dear Howard,

As per our conversation yesterday NGL Insurance Group would like to offer the village of Freeport an initial Insurance consulting service to review all your property and casualty insurance policies for the Village of Freeport. We will put special emphasis on cyber-Insurance exposure and liability and will also review your loss runs.

In consideration for this project, we will charge a one-time fee of \$2,500 payable in two installments, half upon agreement and half upon submission of our written report. In addition to the written report we would be available to meet with you or anyone else you designate to review and discuss any recommendations which we feel unnecessary to improve your insurance profile. We are happy to offer this risk analysis on behalf of the Village and we look forward to starting as soon as possible especially if your renewal cycle dates July 1st or before.

Best Regards,


Kenneth J. Hehir, Jr.



112 Merrick Road, PO Box 847, Lynbrook, New York 11563-0847
516.599.1100 718.528.4400 F 516.599.2968 www.NGLGROUP.com

**VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Pamela Walsh Boening, Village Clerk

Date: April 7, 2023

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Armond Cement Construction, Co. Inc. Total \$3,474.55

WHEREAS, official notice was served in conformity with the law, upon the property owners to install sidewalks, curbs and/or aprons and

WHEREAS, said installation work not having been made within the time specified in official notice, namely, 30 days from the date of service thereof, and

WHEREAS, under authority conferred by law, the Board of Trustees thereupon caused the same to be installed at the expenditure as noted above, and as shown below.

NOW THEREFORE, BE IT RESOLVED, that there shall be assessed upon the lands affected or improved, the amount as noted above which is found to be just and reasonable and not exceeding the amount stated in the notice, and be it,

FURTHER RESOLVED that the Board of Trustees hereby authorizes that the amount thus assessed, if not paid within thirty (30) days hereafter, will be included in the next annual tax levies of the aforesaid premises unless the property owner selects the option of payment with interest over a five (5) year period.

Sidewalk Survey # MSW 229-2021

Owner: Evanda Young
159 Dehnhoff Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 55-246-59

Location: 159 Dehnhoff Avenue

Contractor: Armond Cement Construction Co., Inc.

Charges: \$1,593.15

Sidewalk Survey: #MSW 41-2022

Owner: F, F, and J Rodriguez
275 Lena Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 54-064-74

Location: 275 Lena Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$688.40

Sidewalk Survey: #MSW 142-2022

Owner: Anil Nagpal
In Care of Vinta Nagpal
22 Miller Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 62-120-10

Location: 22 Miller Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$1,193.00

Pamela Walsh Boening
Pamela Walsh Boening, Village Clerk

Armond Cement Contracting Co., Inc.

1808 Alice Street
Merrick, NY 11566
(516) 546-3351
(516) 242-0244 cell
FAX (516) 546-3901
esposito@armondcement.com
www.armondcement.com

INVOICE

October 5, 2022

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

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 159 Dehrhoff Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF	=	139 SF	=	\$1,195.40
4 in. sidewalk @ \$10.60/SF (less than 80 SF)	=			
6 in. sidewalk @ \$10.10/SF	=			
6 in. sidewalk @ \$9.60/SF (less than 30 SF)	=			
Curbing @ \$26.00/LF	=	15.75 LF	=	\$409.50
Sawcutting @ \$1.00/LF	=	4 LF	=	\$4.00
		TOTAL	=	\$1,608.90



\$1,593.15
RECEIVED
Inc. Village of Freeport
MAR 31 2023
AUDITING DEPARTMENT

ARMOND CEMENT CONTRACTING CO., INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works
FROM: Samantha Hall, Deputy Registrar
DATE: October 19, 2022
RE: **Hazardous Sidewalk – 159 Dehnhoff Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

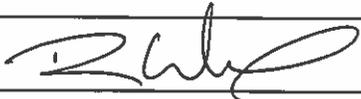
159 Dehnhoff Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: .

Date: 10/20/22.

Cc: Robert Fisenne, Pamela Walsh Boening

RECEIVED
2022 OCT 20 P 3:08
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

SIDEWALK INSPECTION FORM

DATE: 5/24/22

ADDRESS: 159 Dehnhoff Ave.

DATE INSPECTION REQUESTED: 10/15/21

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 139 S.F. ^{4" SW}

CURB TO BE REPLACED: 15.75 L.F.

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" ^{51'} 12.75' x 4' ^{6"} SAWCUTTING 4 L.F.

³² 8' x 4' / ³⁴ (2) 4.25' x 4' / ¹⁶ 4' x 4' / ⁶ 1.5' x 4'

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melanick DATE 5/24/22

REVIEWED BY: RLP DATE 5/31/22

Account #: **200-3867.700**

Quick Search: Account #

Tax Year: **2021**

No Account Alerts

TAX

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

YOUNG EVANDA Account 200-3867.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License Fast Facts Credit Score - A Service Address 159 DEHNHOFF AVE FREEPORT, NY 11520-2304 Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL BILLING</td> <td>ACTIVE</td> <td></td> </tr> </tbody> </table> Cycle 1 - CYCLE 1 Route 200 - ROUTE 200 Service Area 1 - DEFAULT Tax District 1 - VILLAGE OF FREEPORT Mailing Address 159 DEHNHOFF AVE FREEPORT, NY 11520-2304 No Phone Number Available YOUNG EVANDA Account Calendar On Date: 10/05/1998 Last Paid: 09/29/2021 Last Bill: 03/01/2021 Due Date: 09/01/2021 ACH Date: Not on ACH			Description	Status	Model/Size	TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		Account Summaries <table border="1"> <thead> <tr> <th colspan="2">Site Information - Assessments</th> <th colspan="4">Balance and Status: Tax</th> </tr> <tr> <th></th> <th></th> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>Refuse Fees</td> <td>\$518.00</td> <td>2021</td> <td>\$3,975.43</td> <td></td> <td></td> </tr> <tr> <td>Misc Charges</td> <td>-</td> <td>2020</td> <td>\$4,128.19</td> <td></td> <td></td> </tr> <tr> <td>Personal Property</td> <td>\$0.00</td> <td>2019</td> <td>\$3,947.43</td> <td></td> <td></td> </tr> <tr> <td>Personal Property List</td> <td>\$0.00</td> <td>2018</td> <td>\$3,947.43</td> <td></td> <td></td> </tr> <tr> <td>Real Property</td> <td>\$5,550.00</td> <td>2017</td> <td>\$3,922.43</td> <td></td> <td></td> </tr> <tr> <td>Real Property List</td> <td>\$5,550.00</td> <td>2016</td> <td>\$3,922.43</td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td>\$810.00</td> <td>2015</td> <td>\$3,922.43</td> <td></td> <td></td> </tr> <tr> <td>Building</td> <td>\$4,740.00</td> <td>2014</td> <td>\$3,922.43</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$5,550.00</td> <td>2013</td> <td>\$3,922.43</td> <td></td> <td></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> <td>2012</td> <td>\$3,762.81</td> <td></td> <td></td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$5,550.00</td> <td>2011</td> <td>\$3,653.48</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Total</td> <td>\$76,795.98</td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>09/29/2021</td> <td>TAX 2ND 2021</td> <td>09/29/2021</td> <td>\$1,987.72</td> </tr> <tr> <td>03/31/2021</td> <td>TAX 1ST 2021</td> <td>03/31/2021</td> <td>\$1,987.71</td> </tr> <tr> <td>09/28/2020</td> <td>TAX 2ND 2020</td> <td>09/28/2020</td> <td>\$2,064.10</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">Tax Account Information</th> </tr> </thead> <tbody> <tr> <td>Map ID</td> <td>55-246-59</td> </tr> <tr> <td>Elderly Lien</td> <td>-</td> </tr> <tr> <td>Property Class</td> <td>210 - ONE FAMILY RESIDENCE</td> </tr> <tr> <td>Ward</td> <td>1 - TAXABLE</td> </tr> <tr> <td>Lot Size</td> <td>DIMEN 50.00 X 100.00</td> </tr> <tr> <td>LOT-GRP:59-60</td> <td></td> </tr> <tr> <td>COUNTY CLS: 210.01</td> <td></td> </tr> </tbody> </table>				Site Information - Assessments		Balance and Status: Tax						Year	Total Tax	Delinq. Tax	Misc. Chgs.	Refuse Fees	\$518.00	2021	\$3,975.43			Misc Charges	-	2020	\$4,128.19			Personal Property	\$0.00	2019	\$3,947.43			Personal Property List	\$0.00	2018	\$3,947.43			Real Property	\$5,550.00	2017	\$3,922.43			Real Property List	\$5,550.00	2016	\$3,922.43			Land	\$810.00	2015	\$3,922.43			Building	\$4,740.00	2014	\$3,922.43			Total	\$5,550.00	2013	\$3,922.43			Less Exemptions	-	2012	\$3,762.81			TOTAL VALUE	\$5,550.00	2011	\$3,653.48					Total	\$76,795.98			Payment Date	Type	Posting Date	Payment	09/29/2021	TAX 2ND 2021	09/29/2021	\$1,987.72	03/31/2021	TAX 1ST 2021	03/31/2021	\$1,987.71	09/28/2020	TAX 2ND 2020	09/28/2020	\$2,064.10	Tax Account Information		Map ID	55-246-59	Elderly Lien	-	Property Class	210 - ONE FAMILY RESIDENCE	Ward	1 - TAXABLE	Lot Size	DIMEN 50.00 X 100.00	LOT-GRP:59-60		COUNTY CLS: 210.01	
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(516) 546-3351
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esposito@armondcement.com
www.armondcement.com

INVOICE

October 5, 2022

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

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 275 Lena Avenue

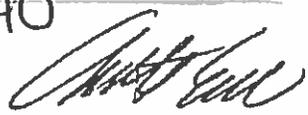
REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =
4 in. sidewalk @ \$10.60/SF
(less than 80 SF) = 80 SF = \$848.00
6 in. sidewalk @ \$10.10/SF =
6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =
Curbing @ \$26.00/LF =
Sawcutting @ \$1.00/LF =

TOTAL = ~~\$848.00~~

\$688.40

RECEIVED
Inc. Village of Freeport
MAR 31 2023
AUDITING DEPARTMENT



VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: October 19, 2022

RE: **Hazardous Sidewalk – 275 Lena Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

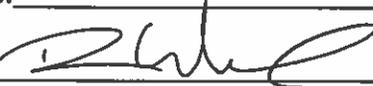
275 Lena Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature:  _____.

Date: 10/20/22 _____.

Cc: Robert Fisenne, Pamela Walsh Boening

SIDEWALK INSPECTION FORM

DATE: 5/20/22

ADDRESS: 275 Lena Ave.

DATE INSPECTION REQUESTED: 3/03/22

INSPECTION REQUESTED BY: CLERK'S OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS
CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS
OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" SW ~~80~~ 80 S.F.

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" (2) 8'x4' / 4'x4' 6" SAWCUTTING

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert McLomish DATE 5/20/22

REVIEWED BY: RLP DATE 5/24/22

Account #:

200-0606.700

Quick Search:

Account #

Tax Year:

2022

No Account Alerts

TAX

Summary

Balance & Status

Billing

Payments

Premise & Devices

Usage

Workflow

RODRIGUEZ F, F AND J Account: 200-0606.700 Active Code: ACTIVE Status Code: NORMAL Social Security: *****0000 Driver's License: <hr/> Fast Facts Credit Score - A <hr/> Service Address 275 LENA AVE FREEPORT, NY 11520-2628 <hr/> Services <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>BILLING</td> <td></td> <td></td> </tr> </tbody> </table> <hr/> Cycle: 1 - CYCLE 1 Route: 200 - ROUTE 200 Service Area: 1 - DEFAULT Tax District: 1 - VILLAGE OF FREEPORT <hr/> Mailing Address 275 LENA AVE FREEPORT, NY 11520-2628 No Phone Number Available RODRIGUEZ F, F AND J <hr/> Account Calendar On Date: 10/05/1998 Last Paid: Last Bill: 03/01/2022 Due Date: 03/01/2022 ACH Date: Not on ACH		Description	Status	Model/Size	TAX	ACTIVE		TAX BILLING	ACTIVE		GARBAGE COLL	ACTIVE		BILLING			Account Summaries <hr/> Site Information - Assessments <table border="1"> <tbody> <tr><td>Refuse Fees</td><td>\$518.00</td></tr> <tr><td>Misc Charges</td><td>-</td></tr> <tr><td>Personal Property</td><td>\$0.00</td></tr> <tr><td>Personal Property List</td><td>\$0.00</td></tr> <tr><td>Real Property</td><td>\$4,740.00</td></tr> <tr><td>Real Property List</td><td>\$4,740.00</td></tr> <tr><td>Land</td><td>\$1,063.00</td></tr> <tr><td>Building</td><td>\$2,877.00</td></tr> <tr><td>Total</td><td>\$4,740.00</td></tr> <tr><td>Less Exemptions</td><td>-</td></tr> <tr><td>TOTAL VALUE</td><td>\$4,740.00</td></tr> </tbody> </table> <hr/> Balance and Status: Tax <table border="1"> <thead> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr><td>2022</td><td>\$3,470.83</td><td>\$1,735.41</td><td></td></tr> <tr><td>2021</td><td>\$3,470.83</td><td></td><td></td></tr> <tr><td>2020</td><td>\$3,597.21</td><td></td><td></td></tr> <tr><td>2019</td><td>\$490.00</td><td></td><td></td></tr> <tr><td>2018</td><td>\$490.00</td><td></td><td></td></tr> <tr><td>2017</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2016</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2015</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2014</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2013</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>2012</td><td>\$465.00</td><td></td><td></td></tr> <tr><td>Total</td><td>\$28,569.37</td><td>\$1,735.41</td><td></td></tr> </tbody> </table> <hr/> Payment Summary <table border="1"> <thead> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr><td>09/29/2021</td><td>TAX 2ND 2021</td><td>09/29/2021</td><td>\$1,735.42</td></tr> <tr><td>03/31/2021</td><td>TAX 1ST 2021</td><td>03/31/2021</td><td>\$1,735.41</td></tr> <tr><td>09/28/2020</td><td>TAX 2ND 2020</td><td>09/28/2020</td><td>\$1,798.61</td></tr> <tr><td>03/25/2020</td><td>TAX 1ST 2020</td><td>03/25/2020</td><td>\$1,798.60</td></tr> <tr><td>10/03/2019</td><td>TAX 2ND 2019</td><td>10/03/2019</td><td>\$245.00</td></tr> <tr><td>03/29/2019</td><td>TAX 1ST 2019</td><td>03/29/2019</td><td>\$245.00</td></tr> <tr><td>10/01/2018</td><td>TAX 2ND 2018</td><td>10/01/2018</td><td>\$245.00</td></tr> <tr><td>03/28/2018</td><td>TAX 1ST 2018</td><td>03/28/2018</td><td>\$245.00</td></tr> </tbody> </table> <hr/> Tax Account Information Map ID: 54-064-74 Elderly Lien: - Property Class: 210 - ONE FAMILY RESIDENCE Ward: 1 - TAXABLE Lot Size: DIMEN 78.00 X 135.00 LOT-GRP: 74-76 COUNTY CLS: 210.01			Refuse Fees	\$518.00	Misc Charges	-	Personal Property	\$0.00	Personal Property List	\$0.00	Real Property	\$4,740.00	Real Property List	\$4,740.00	Land	\$1,063.00	Building	\$2,877.00	Total	\$4,740.00	Less Exemptions	-	TOTAL VALUE	\$4,740.00	Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$3,470.83	\$1,735.41		2021	\$3,470.83			2020	\$3,597.21			2019	\$490.00			2018	\$490.00			2017	\$465.00			2016	\$465.00			2015	\$465.00			2014	\$465.00			2013	\$465.00			2012	\$465.00			Total	\$28,569.37	\$1,735.41		Payment Date	Type	Posting Date	Payment	09/29/2021	TAX 2ND 2021	09/29/2021	\$1,735.42	03/31/2021	TAX 1ST 2021	03/31/2021	\$1,735.41	09/28/2020	TAX 2ND 2020	09/28/2020	\$1,798.61	03/25/2020	TAX 1ST 2020	03/25/2020	\$1,798.60	10/03/2019	TAX 2ND 2019	10/03/2019	\$245.00	03/29/2019	TAX 1ST 2019	03/29/2019	\$245.00	10/01/2018	TAX 2ND 2018	10/01/2018	\$245.00	03/28/2018	TAX 1ST 2018	03/28/2018	\$245.00
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INVOICE

November 13, 2022

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

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 22 Miller Avenue

RECEIVED
Inc Village of Freeport
MAR 31 2023
AUDITING DEPARTMENT

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =
4 in. sidewalk @ \$10.60/SF
(less than 80 SF) = 80 SF = \$848.00
6 in. sidewalk @ \$10.10/SF = 50 SF = \$505.00
6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =
Curbing @ \$26.00/LF =
Sawcutting @ \$1.00/LF =



TOTAL = ~~\$1,353.00~~ \$1,193.00

ARMOND CEMENT CONTRACTING CO. INC. is a fully licensed and insured company
doing business on Long Island since 1957. For additional information, please visit our website at:
www.armondcement.com

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Raymond Werner, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: November 9, 2022

RE: **Hazardous Sidewalk – 22 Miller Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

22 Miller Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature:  _____.

Date: 11/12/22 _____.

Cc: Robert Fisenne, Pamela Walsh Boening

SIDEWALK INSPECTION FORM

DATE: Aug 30, 2022

ADDRESS: 22 MILLER AVE

DATE INSPECTION REQUESTED: 8/16/22

INSPECTION REQUESTED BY: CLEANS OFFICE

REASON FOR INSPECTION: HAZARDOUS

INSPECTION REVEALED: HAZARDOUS CONDITION

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 80 6" 50

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4 ^(12x4=48) (4x4=16)(4x4=16) 6" 12.5x4=50 SAWCUTTING _____

INSPECTION PERFORMED BY: [Signature] DATE: 8/30/22

REVIEWED BY: [Signature] DATE: 9/1/22

Account #: 200-8549.700

Quick Search: Account #

Tax Year: 2022

No Account Alerts

TAX

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

NAGPAL ANIL Account: 200-8549.700 Active Code: ACTIVE Status Code: NORMAL Social Security: *****0000 Driver's License: Fast Facts: Credit Score - A Service Address: 22 MILLER AVE FREEPORT, NY 11520-4912 Services: <table border="1"> <thead> <tr> <th>Description</th> <th>Status</th> <th>Model/Size</th> </tr> </thead> <tbody> <tr> <td>TAX</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>TAX BILLING</td> <td>ACTIVE</td> <td></td> </tr> <tr> <td>GARBAGE COLL BILLING</td> <td>ACTIVE</td> <td></td> </tr> </tbody> </table> Cycle: 1 - CYCLE 1 Route: 200 - ROUTE 200 Service Area: 1 - DEFAULT Tax District: 1 - VILLAGE OF FREEPORT Mailing Address: In Care Of: NAGPAL VINITA 22 MILLER AVE FREEPORT, NY 11520-4318 No Phone Number Available Account Calendar: On Date: 10/05/1998 Last Paid: 03/30/2022 Last Bill: 03/01/2022 Due Date: 03/01/2022 ACH Date: Not on ACH			Description	Status	Model/Size	TAX	ACTIVE		TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		Account Summaries <table border="1"> <thead> <tr> <th colspan="2">Site Information - Assessments</th> <th colspan="3">Balance and Status: Tax</th> </tr> <tr> <th></th> <th></th> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr> <td>Refuse Fees</td> <td>\$1,006.00</td> <td>2022</td> <td>\$5,254.59</td> <td></td> <td></td> </tr> <tr> <td>Misc Charges</td> <td>-</td> <td>2021</td> <td>\$5,254.59</td> <td></td> <td></td> </tr> <tr> <td>Personal Property</td> <td>\$0.00</td> <td>2020</td> <td>\$5,420.71</td> <td></td> <td></td> </tr> <tr> <td>Personal Property List</td> <td>\$0.00</td> <td>2019</td> <td>\$5,198.59</td> <td></td> <td></td> </tr> <tr> <td>Real Property</td> <td>\$6,820.00</td> <td>2018</td> <td>\$5,198.59</td> <td></td> <td></td> </tr> <tr> <td>Real Property List</td> <td>\$6,820.00</td> <td>2017</td> <td>\$5,148.59</td> <td></td> <td></td> </tr> <tr> <td>Land</td> <td>\$2,443.00</td> <td>2016</td> <td>\$5,148.59</td> <td></td> <td></td> </tr> <tr> <td>Building</td> <td>\$4,377.00</td> <td>2015</td> <td>\$5,148.59</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$6,820.00</td> <td>2014</td> <td>\$5,148.59</td> <td></td> <td></td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> <td>2013</td> <td>\$5,148.59</td> <td></td> <td></td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$6,820.00</td> <td>2012</td> <td>\$4,952.44</td> <td></td> <td></td> </tr> <tr> <td colspan="2"></td> <td>Total</td> <td>\$106,543.71</td> <td></td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>03/30/2022</td> <td>TAX 1ST 2022</td> <td>03/30/2022</td> <td>\$2,627.29</td> </tr> <tr> <td>09/29/2021</td> <td>TAX 2ND 2021</td> <td>09/29/2021</td> <td>\$2,627.30</td> </tr> <tr> <td>03/31/2021</td> <td>TAX 1ST 2021</td> <td>03/31/2021</td> <td>\$2,627.29</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="2">Tax Account Information</th> </tr> </thead> <tbody> <tr> <td>Map ID</td> <td>62-120--10</td> </tr> <tr> <td>Elderly Uen</td> <td>-</td> </tr> <tr> <td>Property Class</td> <td>220 - 2 FAMILY RESIDENCE</td> </tr> <tr> <td>Ward</td> <td>1 - TAXABLE</td> </tr> <tr> <td>Lot Size</td> <td>DIMEN 80.00 X 118.00</td> </tr> <tr> <td colspan="2">COUNTY CLS: 210.01</td> </tr> </tbody> </table>				Site Information - Assessments		Balance and Status: Tax					Year	Total Tax	Delinq. Tax	Misc. Chgs.	Refuse Fees	\$1,006.00	2022	\$5,254.59			Misc Charges	-	2021	\$5,254.59			Personal Property	\$0.00	2020	\$5,420.71			Personal Property List	\$0.00	2019	\$5,198.59			Real Property	\$6,820.00	2018	\$5,198.59			Real Property List	\$6,820.00	2017	\$5,148.59			Land	\$2,443.00	2016	\$5,148.59			Building	\$4,377.00	2015	\$5,148.59			Total	\$6,820.00	2014	\$5,148.59			Less Exemptions	-	2013	\$5,148.59			TOTAL VALUE	\$6,820.00	2012	\$4,952.44					Total	\$106,543.71			Payment Date	Type	Posting Date	Payment	03/30/2022	TAX 1ST 2022	03/30/2022	\$2,627.29	09/29/2021	TAX 2ND 2021	09/29/2021	\$2,627.30	03/31/2021	TAX 1ST 2021	03/31/2021	\$2,627.29	Tax Account Information		Map ID	62-120--10	Elderly Uen	-	Property Class	220 - 2 FAMILY RESIDENCE	Ward	1 - TAXABLE	Lot Size	DIMEN 80.00 X 118.00	COUNTY CLS: 210.01	
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INTER-OFFICE CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

TO: Mayor Robert Kennedy, Board of Trustees
FROM: Carmen Ramos, Village Court Clerk
DATE: March 31 2023
SUBJECT: Agreement for Mill Neck ASL Interpreters

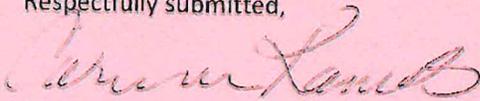
At this time, it is respectfully requested that new agreement for the services of ASL Interpreters from Mill Neck Interpreters at 40 Frost Mill Road P.O. Box 229 Mill Neck, NY 11765 be granted.

The court has been using the services of Mill Neck for more than 8 years without a contract or agreement but recently they have requested we enter into an agreement with them. I have attached the form they sent for your review. In the past, we have used them once or twice every two years. I think a budget of \$1000 a year would be sufficient to cover the cost.

The terms of the agreement will be otherwise in effect for at least one (1) year from date of Agreement and continue until a new Agreement is needed to reflect a change in rates, policies, or procedures. Therefore, the dates would be April 18, 2023 until February 29, 2024.

Budget Line A111004-545700

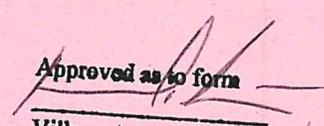
Respectfully submitted,



Carmen Ramos

Village Court Clerk

Freeport Village Court


Approved as to form

Village Attorney

4/11/2023

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

WHEREAS, the Village is in need for American Sign Language (ASL) interpreters for deaf, deaf-blind, and hard of hearing communication; and

WHEREAS, the Village Court has been using the services of Mill Neck for more than 8 years without a contract and recently, the Village is requesting to enter into a new agreement with Mill Neck Interpreters, 40 Frost Mill Road, P.O. Box 229, Mille Neck, NY 11765; and

WHEREAS, in the past, the Court used Mill Neck once or twice every two years and a budget of \$1,000.00 a year would be sufficient to cover the cost; and

WHEREAS, the terms of the agreement will be otherwise in effect for at least one (1) year from date of Agreement and continue until a new Agreement is needed to reflect a change in rate, policies, or procedures; therefore, the date would be April 18, 2023 until February 29, 2024; and

WHEREAS, the cost of this service will be from budget line A111004-545700; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Court Clerk, the Board approve and Mayor be and hereby be authorized to execute any documentation necessary to effectuate an Agreement for the Provision of Interpreter Services with Mill Neck Interpreters, 40 Frost Mill Road, P.O. Box 229, Mille Neck, NY 11765, for a term from April 18, 2023 to February 29, 2024, in an amount of \$1,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

4/11/2023



AGREEMENT FOR THE PROVISION OF INTERPRETER SERVICES

Thank you for contacting Mill Neck Interpreter Service (MNIS) to meet your needs for interpreters for Deaf, Deaf-Blind, and Hard of Hearing communication.

Mill Neck Interpreter Service is a non-profit organization that provides Sign Language Interpreters throughout New York, New Jersey, and Connecticut. Interpreting services can also be rendered nationwide through video remote interpreting. Our interpreters are available 24 hours a day, seven days a week. With over 25 years of experience, MNIS provides a skilled, professional staff of both hearing and Deaf interpreters for any situation requiring communication between the Deaf and hearing communities.

The following is our Agreement for the Provision of Interpreter Services. This document contains our rates, charges, cancellation policy, and other essential terms and conditions. Please review the Agreement and return a signed copy to Interpret@millneck.org or fax it to 516-512-6336.

If you have any questions, please contact our office at 516-512-6222 or email Interpret@millneck.org. To submit a sign language interpreter request, please visit www.mninterpreting.org.

Mill Neck Interpreter Service Staff

Loretta Murray – Executive Director of Mill Neck Services
Phone: 516-512-6222 x 102 Email: Loretta.Murray@millneck.org

Matthew Birn – Senior Director of Mill Neck Services
Phone: 516-922-4100 x 308 Email: Matthew.Birn@millneck.org

Lindsay Byrne – Assistant Director of Mill Neck Interpreter Service
Phone: 516-512-6222 x 102 Email: Lindsay.Byrne@millneck.org

Alana Miller-Engel – Interpreter Coordinator
Phone: 516-512-6222 x 105 Email: Alana.Miller-Engel@millneck.org

Michael Fisher – Interpreter Coordinator
Phone: 516-512-6222 x 104 Email: Michael.Fisher@millneck.org

Katherine Montero – Interpreter Coordinator
Phone: 516-512-6222 x 107 Email: Katherine.Montero@millneck.org

Denise Hahn – Accounts Receivable/Payable
Phone: 516-512-6222 x 103 Email: MNISInvoice@millneck.org

Thank you for choosing Mill Neck Interpreter Service

Agreement for the Provision of Interpreter Services

This Agreement for the Provision of Interpreter Services ("Agreement") is made this 3 day of April, 2023 and constitutes the entire agreement between _____ ("Client") and Mill Neck Interpreter Service ("Mill Neck" or "MNIS") whereby Mill Neck will provide interpreter services to Client in accordance with the terms and conditions set forth below.

1. Scope of Services

MNIS will provide skilled and experienced sign language interpreters to Client to facilitate communication between Deaf and hearing individuals. All such interpreters will comply with industry standards as noted in Section 4 below.

2. Rates and Charges

A. As compensation for the interpreter services provided by MNIS, Client agrees to pay MNIS in accordance with the following rate and payment schedule. All service assignments require a 2-hour appearance fee. Any assignments beyond 2-hours will be billed in half-hour increments.

Service	Regular Hours of Service	Rate Per Hour
ASL	7am-7pm	\$95.00
ASL	7pm-7am & Weekends	\$105.00
ASL - Trilingual, Tactile, Deaf Interpreter	7am-7pm	\$100.00
ASL - Trilingual, Tactile, Deaf Interpreter	7pm-7am & Weekends	\$110.00
ASL - Legal	7am-7pm	\$115.00
ASL - Legal	7pm-7am & Weekends	\$125.00

Depending on the nature, duration, or complexity of the assignment and the subject matter to be interpreted, a team of two or more interpreters may be required. The decision as to whether two or more interpreters are necessary for an assignment will be determined by MNIS after consulting and approval from Client.

The above rates may not apply to certain special assignments, such as theatrical productions, films, etc. Rates for these assignments will be provided upon request.

Live and Remote CART (Communication Access Realtime Translation) Services available upon request.

B. Notice for Services – Regular Requests

All requests for interpreter services must be received by Mill Neck during their regular office hours of 9 AM to 5 PM, Monday to Friday (excluding Federal holidays). Client may make requests via email, fax or Mill Neck Interpreter Service web portal. Each request must contain the specific date, time and location where services are required, the nature and subject matter of the material that is to be interpreted, the expected duration that services will be required, and any other information that is pertinent to the services requested. Mill Neck will confirm assignment of interpreter services with Client via email or telephone.

C. Emergency Requests Made During Regular Office Hours

Requests for interpreter services that are received during regular office hours (excluding Federal holidays) with less than 24 hours' notice will be considered an "Emergency Request" and will be billed at the rate of One Hundred Twenty Five Dollars (\$125.00) per hour and subject to a two (2) hour minimum appearance fee. If the assignment goes beyond two hours, the additional time will be billed at the applicable regular hourly rate in half-hour increments.

D. Emergency Requests Made Outside of MNIS Regular Office Hours:

An Emergency Request for services can be made outside of regular office hours by contacting Mill Neck at **1-800-235-2594**. Services requested outside of MNIS' regular office hours will incur a minimum fee of \$360.00 which will cover the emergency coordination and two hours of interpreting services. Service that extends beyond two hours will be charged at the applicable regular hourly rate (in half-hour increments).

E. Local Travel Charges:

When an interpreter will be commuting forty-five (45) minutes or more, one way, measured from 40 Frost Mill Road, Mill Neck to Client's location, a travel charge will apply if agreed upon by Client prior to confirmation of the intended interpreter services.

3. Cancellation Policy:

Should the Client cancel a session, for any reason whatsoever, and the client provides *at least two full business days*, notice of such cancellation to Mill Neck Interpreter Service, the Client shall not be responsible for payments of the fee(s) associated with such services. In the event, the Client fails to provide a two full business days' notice, the client shall be required to pay the full duration of the assignment.

All requests for cancellation of interpreter services must be made in writing via fax or email to MNIS and will be subject to the cancellation charges noted above. When Mill Neck's offices are closed, assignments must be cancelled by calling **1-800-235-2594** **and either confirming the cancellation via email (interpret@millneck.org) or faxing the cancellation to 1-516-512-6336.**

A. Cancellations Due to Severe Weather or Other Force Majeure Events

In the event Client wishes to cancel an event where interpreter services have already been confirmed due to severe weather or other Force Majeure events, Client must give Mill Neck immediate notice by telephone to 516-512-6222 as well as an official written cancellation by email to interpret@millneck.org, faxing the cancellation to 516-512-6336, or by calling the MNIS after hours emergency service at 1-800-235-2594 on nights or weekends. Client will not be subjected to a cancellation charge as long as the interpreter is not already en route at the time of receipt of the cancellation request. Client agrees to pay Mill Neck a cancellation fee which covers the interpreter's travel time and expenses if the interpreter was already en route.

4. Professional Standards and Code of Conduct

While performing services under this Agreement, Mill Neck will use nationally certified American Sign Language/English Interpreters and/or interpreters who, in Mill Necks' judgement, are qualified to perform under the Agreement herein. Mill Neck, at its sole discretion, will select interpreters for assignments using discretion with regard to skill, setting, and the individual person(s) involved.

All interpreters will follow the National Association of the Deaf-Registry of Interpreters for the Deaf (NAD-RID) Code of Professional Conduct. The NAD-RID Code of Professional Conduct has been established as the professional standard of conduct and includes, but is not limited to, the following:

- Interpreters will keep all assignment-related information **strictly confidential**.
- Interpreters will render the message faithfully, always conveying the content and spirit of the speaker, using the language most readily understood by the person(s) receiving the service.
- Interpreters will not counsel, advise or interject personal opinions.

5. Limitation of Liability

A. In no event will Mill Neck be liable for special, indirect, consequential or exemplary damages arising directly or indirectly from Mill Neck's performance or failure to perform services pursuant to this Agreement.

B. Mill Neck's liability for damages and expenses arising directly or indirectly from Mill Neck's performance or failure to perform services hereunder whether based on a theory of contract or tort, including negligence and strict liability, will be limited to an amount equal to the fees actually paid to Mill Neck during the term of this Agreement.

6. Terms of Payment

Payment for interpreter services ordered by Client will be due upon receipt of invoice. Payment can be made by check or all major credit cards. Failure to remit payment within sixty-days of the date of the first invoice will incur a \$20 rebilling fee for each delinquent month.

7. Terms

This Agreement will be otherwise in effect for at least one (1) year from date of Agreement and continue until such time as a new Agreement is needed to reflect a change in rates, policies, or procedures. At the time of a change, a new contract will be issued for your review and agreement. A new copy of any contract may be requested by you at any time to update your records.

This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party. Client will remain responsible for payment of all completed and on-going interpreter services provided by Mill Neck up to the effective date of termination. In addition, either party may terminate this Agreement immediately following written notice to the other party if the other party (i) ceases to do business in the normal course; (ii) becomes or is declared insolvent or bankrupt; or (iii) is the subject of any proceeding

related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within 30 calendar days.

8. General

A. Independent Contractor Status

The relationship between Client and Mill Neck is and will be that of independent contractors dealing at arm's length. Nothing in this Agreement will constitute the parties as partners, joint ventures, fiduciaries or co-owners, nor constitute either party as the agent, employee or representative of the other, or empower either party to act for, bid or otherwise create or assume any obligations on behalf of the other and neither party will hold itself out as having authority to do the same.

B. No Third Party Beneficiaries

No provision of this Agreement is to be construed as creating any rights enforceable by a third party and all third party rights that may be implied by law are, to the extent permissible by law, excluded from this Agreement.

C. Permitted Assigns

This Agreement will inure to the benefit of and will be binding upon each of the parties and their respective successors and permitted assigns.

D. Waivers

No term or provision of this Agreement will be deemed waived and no breach excused unless the waiver or excusal is in writing and signed by the party claimed to have waived or excused. Any consent by any party to, or waiver of, breach by the other, whether expressed or implied, will not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

E. Entirety

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and correspondence between the parties related thereto. This Agreement may be amended or modified only by a written instrument executed by the parties.

F. Notices

Notices to either party will be addressed to the other party at the address following their respective signatures appearing below or to such other address as either party may give to the other. Notices may be given via email, facsimile, overnight delivery service or via U.S. mail. Notices sent by U.S. Mail or overnight delivery service will be deemed given three business days after deposit with the U.S. Postal Service or the overnight delivery service; all other notices will be deemed given when received by the intended party.

G. Client Representations

Client represents that the individual executing this Agreement on behalf of Client is fully authorized to enter this Agreement and to bind Client to its terms and conditions. Client has carefully reviewed the foregoing Agreement, and comprehends and agrees to the terms and conditions contained herein.

H. Governing Law

This Agreement will be governed by and in accordance with the laws of the State of New York, exclusive of conflict of law principles.

I. Execution

This Agreement may be executed in counterparts, each of which will be deemed to constitute an original, and both of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

By: Loretta H. Murray
MNIS Signature

By: _____
Client Signature

Print Name: Loretta H. Murray

Print Name: _____

Title: Executive Director

Title: _____

Date: 4/3/23

Date: _____

Client Billing Information Requested

Business Address: _____

City: _____ State: _____ Zip Code: _____

Billing Contact: _____

Phone Number: _____

Email Address: _____

Invoice should be:

- Emailed to _____ @ _____
- To the attention of: _____

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

AGENDA

BOARD OF TRUSTEES' MEETING

April 17, 2023

PUBLIC COMMENT

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