

AGENDA

BOARD OF TRUSTEES' MEETING

May 15, 2023

1. COMMUNICATIONS

- a) Request approval of the Board of Trustees' minutes from May 1, 2023.
- b) Request approval of the Board of Trustees' May 4, 2023 Dangerous/Nuisance Building minutes.
- c) Request approval of the public assembly permit application, submitted on behalf of the Nassau County Office of Youth Services, to hold a public assembly at Cow Meadow Park, on Wednesday, May 24, 2023, from 9:00 A.M. to 3:00 P.M.
- d) Request approval of the public assembly permit application, submitted on behalf of the Nassau County Legislature, to hold a Back to School Book Bag and Supplies Give Away, in Municipal Lot # 10, on August 19, 2023 (rain date: September 16, 2023), from 9:00 A.M. to 5:00 P.M.
- e) Request approval of the public assembly permit application, submitted by the Long Island Arts Council at Freeport, to hold a summer concert series at the Woodcleft Avenue Esplanade, on various Thursday evenings, from July 6, 2023 through August 31, 2023, from 7:00 P.M. to 8:30 P.M., pending the submission of the proper insurance.
- f) Request approval of the public assembly permit application, submitted by the Veterans Service Agency, to hold a Veterans Stand Down, at the Freeport Armory, on June 6, 2023, from 7:00 A.M. to 2:00 P.M.
- g) Request retroactive approval of the hold harmless agreement with South Shore LI Contracting, 214 Miller Avenue, Freeport, New York 11520 for assistance in a fire investigation at 30 Commercial Street.

2. ASSESSOR –Vilma I. Lancaster****

- a) Request retroactive approval to remove exemptions from the 2022/2023 and 2023/2024 Final Assessment Roll for various properties, due to a transfer of title from a member of an exempt class to a non-exempt class and for the Village Treasurer to issue corrected 2023/2024 property tax bills.
- b) Request approval of the negotiated settlement for 2017/2018 through 2023/2024 for Section 62, Block 075, Lots 251, 267, 266; a/k/a 49 Merrick Road, and for the Village Treasurer to issue a refund to Forchelli, Deegan et al, in the amount of \$13,314.86.

3. ELECTRIC DEPARTMENT – Al Livingston Jr.

- a) Request retroactive approval to extend the contract with Arrow Security, 300 West Main Street, for Smithtown, New York 11787, for uniformed guard services for Power Plant, from May 1, 2023 through June 30, 2023, at a cost of \$16,926 .00 per month, for a total amount of \$33,852.00.
- b) Request approval to award RFP #23-04-ELEC-660-Water Testing to Pace Analytical Services, LLC, 575 Broad Hollow Road, Melville, New York 11747, from June 1, 2023 through February 28, 2026, for a not to exceed cost of \$8,110.00 per year.
- c) Request retroactive approval of the renewal contract with AECOM Technical Services, Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, to provide general environmental services, on an as needed basis, from March 1, 2023 through February 29, 2024, in an amount no to exceed \$45,000, with various increases in the hourly rates.
- d) Request retroactive approval of the legal services agreement with Duncan, Weinberg, et al, 1667 K Street N. W., Suite 700, Washington, DC 20003, relating to the electric rate case, from March 10, 2023 through February 29, 2024, in the amount of \$100,000.00, plus expenses.
- e) Request approval of the professional services agreement with GDS Associates, Inc., 1850 Parkway Place, Suite 800, Marietta, Georgia 30067, for the preparation and filing of a rate case with the NYS Public Service Commission, from May 15, 2023 through February 29, 2024, in the amount of \$100,000.00 plus expenses.
- f) Request approval for the Village to file a minor rate increase for the Electric Utility. The last increase was in 2014.

4. FIRE DEPARTMENT – Raymond F. Maguire

- a) Request approval of the emergency repair of the roof at Hose 5, by All Quality Construction, 94 12th Avenue, Holtsville, New York 11742, in the amount of \$13,000.00.

5. HUMAN RESOURCES – Conor Kirwan

- a) Request retroactive approval of the 2022 yearend results for the Fire Service Award Program and the thirty-day posting requirement.

6. POLICE DEPARTMENT – Michael J. Smith

- a) Request approval to increase the agreement with LA Dell Marketing LP, One Dell Way, Round Rock, Texas 78680, for Microsoft 365 for licenses and protection, from March 1, 2023 through February 29, 2024, from \$9,348.60 to \$9,527.82, an increase of \$179.22.

7. PUBLIC WORKS – Robert R. Fisenne

- a) Request to advertise a notice to bidders for “Exterior Repairs to Residential Houses” in the Freeport Herald on May 18, 2023, with a return date of June 6, 2023.
- b) Request to terminate the “Cow Meadow Park Fence Replacement Contract” with GTX Construction Associates Corp., 80 Henry Street, Freeport, New York 11520, as an unreliable vendor.
- c) Request to advertise a notice to bidders for “Cow Meadow Park Fence Replacement Rebid 2” in the Freeport Herald on May 18, 2023, with a return date of June 6, 2023.
- d) Request to award the contract “Rehabilitation of the Freeport Armory Building-Phase 2” to Talty Construction Inc., 180 Powell Avenue, Rockville Centre, New York 11570, the lowest responsible bidder meeting bid specifications in the amount of \$509,300.00.

8. RECREATION CENTER – Victoria Dinielli

- a) Request to enter into a contract with All Star Midway, 2 Charm City Drive, Port Jefferson Station, New York 11776, to provide children’s amusement rides for the Nautical Mile Festival.

9. VILLAGE ATTORNEY – Howard E. Colton

- a) Request retroactive approval to enter into a lease agreement with Arya Roopnarine Inc., d/b/a/ Freeport Kayak, 33 Waterview Place, Lynbrook, New York 11563, from May 2023 through September 2023, for a cost of \$700 per month.
- b) Request retroactive approval to enter into a service contract with H & B Marine, 71 East Second Street, Freeport, New York 11520, for the maintenance of Village properties and marinas, from February 18, 2023 through February 29, 2024, for a cost not to exceed \$50,000.00.

10. VILLAGE CLERK – Pamela Walsh Boening

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$13,146.23, to be reimbursed by the property owner:

100 Lena Avenue	\$ 860.00
122 Randall Avenue	\$2,017.60
145 Randall Avenue	\$9,067.55
105 Shonnard Aveune	\$ 522.68
6 W. Woodbine Drive	\$ 678.40

11. VILLAGE TREASURER – Ismaela M. Hernandez

- a) Request authorization for the Village Treasurer to submit an application to the New York State Comptroller’s Office for the Electric Utility debt exclusion in the amount of \$29,344,841 of indebtedness for FYE 2023 and further request authorization to publish the required legal notice in the Freeport Herald.

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

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.

PUBLIC HEARING

7:15 P.M. - To consider an increase in the water rate.

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: May 12, 2023

RE: Carnival, Festival, Bazaar Public Assembly Permit Application

Organization: Nassau County Office of Youth Services

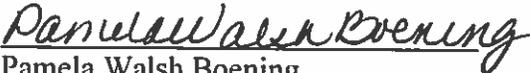
Dates: Wednesday, May 24, 2023

Time: 9:00 A.M. to 3:00 P.M.

Set up Time: 7:00 A.M.

Attached please find a copy of a Carnival, Festival, Bazaar Public Assembly Permit Application submitted on behalf of the Nassau County Office of Youth Services, 60 Charles Lindbergh Blvd., Uniondale, NY, 11553, to hold a public assembly in Cow Meadow Park, from 9:00 A.M. to 3:00 P.M., on Wednesday, May 24, 2023. Approximately 200 individuals are expected at this event.

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



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?

All - adjacent to plums

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.

Show mobile

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.

No

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

300

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

The site will be cleaned by staff

Trash receptacles to be dumped by DPW.

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.

ots staff & school staff

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.

No

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.



COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
OFFICE OF YOUTH SERVICES

60 Charles Lindbergh Boulevard Unionsdale, New York 11553
Phone: (516) 227-7134 Fax: (516) 227-7107

JILL D. NEVIN
COMMISSIONER

LADONNA TAYLOR
EXECUTIVE DIRECTOR

RIZWAN QURESHI
CHAIRMAN
NASSAU COUNTY YOUTH BOARD

Insurance requirement Notice:

Long Beach Reach, Inc. 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 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 Cow Meadow Park in Freeport by Nassau County Office of Youth Services, 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 Ladonna Taylor (fill in Name of applicant or contracted operator)

of Nassau County OYS their employees or agents.

Sign: _____

(Name of representative and company name)

Date: May 3, 2023

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

Mrs. G. Taylor
Applicant

Application Approved: _____

Application Denied: _____

By: _____



COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
OFFICE OF YOUTH SERVICES

50 Charles Lindbergh Boulevard Uniondale, New York 11553
Phone: (516) 227-7134 Fax: (516) 227-7107

JILL D. NEVIN
COMMISSIONER

LADONNA TAYLOR
EXECUTIVE DIRECTOR

RIZWAN QURESHI
CHAIRMAN
NASSAU COUNTY YOUTH BOARD

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due to any negligence Ladonna Taylor (fill in Name of applicant or contracted operator)

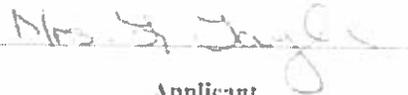
of Nassau County OYS their employees or agents.

Sign _____

(Name of representative and company name)

Date: May 3, 2023

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


Applicant

Application Approved: _____

Application Denied: _____

By: _____

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 Ladonna Taylor 60 Charles Lindberg Blvd.

<u>Uniondale</u> City	<u>New York</u> State	<u>11553</u> Zip	<u>516-227-7134</u> Telephone #
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as indicated on the Freeport Police Department Parade Permit Application which is annexed hereto and made a part thereof, with the stipulation that the conditions listed below, if any, are satisfied by the above named organization and it's representatives. The conditions are:

EVENT: OFFICE OF YOUTH SERVICES GIRLS SUMMIT
DATE: WEDNESDAY, MAY 24TH, 2023 **Time: 9:00 A.M. TO 3:00 P.M.**
Place: Cow Meadow Park, Freeport
Assembly Time: 7:00 A.M.

1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.
2. The applicant and participants will clean up and dispose of any trash upon completion of the event. The event shall end promptly at 3:00 P.M. without police assistance.
3. The applicant and participants will adhere to village regulations while in the park.
4. Applicant: Ladonna Taylor on behalf of the Nassau County Office of Youth Services 516-227-7134

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 assemblies 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 G. Williams Michael Williams 05/08/2023
Rank Name Signature Date

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

RECEIVED

INTER-DEPARTMENT CORRESPONDENCE 7070 NICE 9 A 9:59

FREEPORT POLICE DEPARTMENT CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

Michael Smith
Chief of Police

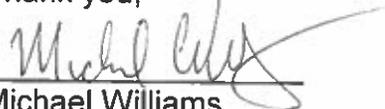
40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael Williams
DATE: May 8, 2023
RE: Nassau County Youth Services Girls Summit

After review of the attached Public Assembly 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 Williams
Deputy Chief of Police

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

TO: Pamela Walsh Boening, Village Clerk

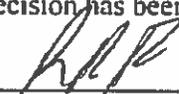
FROM: Robert R. Fisenne, P.E., Superintendent of Public Works

DATE: May 4, 2023

RE: Carnival/Festival/Bazaar Public Assembly Permit Application
Organization: Nassau County Office of Youth Services
Applicant: Ladonna Taylor
Date: Wednesday, May 24, 2023
Time: 9:00 am – 3:00 pm
Set-up Time: 7:00 am
Location: Cow Meadow Park

I have reviewed the above-referenced Carnival, Festival, Bazaar, Public Assembly Permit Application submitted by Ladonna Taylor on behalf of Nassau County Office of Youth Services.

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 met.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Thursday, May 4, 2023 6:48 PM
To: Pamela Boening
Subject: RE: revision to 5.24.2023 public assembly Cow Meadow Park

I have reviewed the Parade & Public Assembly Permit application for May 24, 2023 (Rain Date: None)

I do not foresee any negative impact in the performance of our duties as this event will be not be blocking any streets. They indicate that they will be using the park. Event Coordinator(s) should be cognizant of moving the participants off of the street if Emergency Vehicles are approaching.

Please remind the applicant(s) that access to the area(s) 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: Thursday, May 4, 2023 3:50 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>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: revision to 5.24.2023 public assembly Cow Meadow Park

Good Afternoon,

The application for the public assembly at Cow Meadow Park on 5/24/2023 (see attached) has been revised.

Please see page 2 – highlighted information.

A Show mobile has been added.

The amount of individuals has increased from 200 to 300.

And the applicant requests that DPW remove the trash.

Pamela Boening

From: Christine Maguire
Sent: Wednesday, May 3, 2023 12:53 PM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 5.24.2023 Cow Meadow Park Public Assembly NC Office of Youth Services

Hi Pam,

Insurance is approved for the 5/24/23 Cow Meadow Park Public Assembly NC Office of Youth Services

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, May 3, 2023 12:33 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>; 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: 5.24.2023 Cow Meadow Park Public Assembly NC Office of Youth Services

Please send recommendation.

Pamela Walsh Boening
Village Clerk

Village of Freeport
46 N. Ocean Avenue
Freeport, New York 11520

516-377-2254

Pamela Boening

From: Victoria Dinielli
Sent: Friday, May 12, 2023 9:44 AM
To: Pamela Boening
Cc: Elizabeth Comerford
Subject: RE: 5.24.2023 Cow Meadow Park Public Assembly NC Office of Youth Services

All good on the Rec Center's end.

Victoria Dinielli

Manager

Freeport Recreation Center

130 East Merrick Road

Freeport, New York 11520

(516)377-2311

From: Pamela Boening <pboening@freeportny.gov>
Sent: Friday, May 12, 2023 9:21 AM
To: Victoria Dinielli <vdinielli@freeportny.gov>
Cc: Elizabeth Comerford <ecomerford@freeportny.gov>
Subject: FW: 5.24.2023 Cow Meadow Park Public Assembly NC Office of Youth Services

From: Pamela Boening
Sent: Wednesday, May 3, 2023 12:33 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>; 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: 5.24.2023 Cow Meadow Park Public Assembly NC Office of Youth Services

Please send recommendation.

Pamela Walsh Boening

Village Clerk

Village of Freeport
46 N. Ocean Avenue
Freeport, New York 11520

516-377-2254

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: May 12, 2023

RE: Carnival/Festival/Bazaar
Organization: Nassau County Legislature
Date: Saturday, August 19, 2023
Rain Date: Saturday, September 16, 2023
Time: 9:00 A.M. to 5:00 P.M.
Assembly Time: 9:00 A.M.
Location: Municipal Lot # 10

Attached is a copy of the request for a Carnival~Festival~Bazaar Public Assembly Application submitted by Legislator Kevan Abrahams, on behalf of the Nassau County Legislature, to hold Back to School Book bag and Supplies Giveaway, on Saturday, August 19, 2023 (rain date: September 19, 2023) in Municipal Park Field # 10, from 9:00 A.M. to 5:00 P.M. Approximately 300-500 individuals will attend this event.

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?
all

- B) List each ride or inflatable (i.e. bouncy houses).
Indicate type of ride or inflatable, dimensions of same and space or square footage required for setup.

none at this time

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

no food vendors at this time

- 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.

showmobile 6 spaces

- E) Total estimated dimension of space required to contain the full Carnival/Festival/Bazaar operation.
a portion of parking lot - 50 spaces

- F) Are any animals included as part of the show/Carnival/Festival/Bazaar? If so indicate what type.
none

- G) What is the estimated number of customers you expect daily? 300-500

- H) Sanitation ~ list the number of trash receptacles, portable toilets and type of site cleanup that you are providing.
tentative - 2 portable toilets and 10 trash bins & a dumpster

Insurance Requirement Notice:

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

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

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

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

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

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

Insurance Requirement Notice (continued):

(Fill in Name of applicant or contracted operator) , 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 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 (Name of municipal property/location) in Freeport, by (Name of applicant or contracted operator) , whether or not such injury to persons or damage to property are due or claim to be due to any negligence (Name of applicant or contracted operator) of (Name of applicant or contracted operator) their employees or agents.

Sign: (Name of representative and company name)

Date: _____

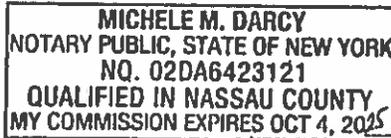
The above-mentioned insurance must be provided by all sponsors and ride concessionaires involved in this event.

Signature Robert Wheat
Applicant

Sworn to before me this 14th

day of April 2023

Michele M. Darcy
Notary



Application Approved: _____

Application Denied: _____

By: _____

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.

will request NCPD & FPD

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.

barricades for blocking entrances to the event.

K) Are any other public facilities or equipment to be utilized: none at this time 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:

Banners, yard signs, signage,

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

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.

Robert Wheat
Signature

Sworn to before me this
14th day of April, 2023

Michele M. Darcy
NOTARY PUBLIC

MICHELE M. DARCY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02DA6423121
QUALIFIED IN NASSAU COUNTY
MY COMMISSION EXPIRES OCT 4, 2025

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.

BRUCE A. BLAKEMAN
County Executive



THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

April 28, 2023

Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

Attention: Pamela Walsh Boening
Village Clerk

Re: Use of Premises/Property

Dear Pamela,

This will confirm that The County of Nassau, as a major tax-supported municipality, is a self-assumer of its general & professional liability, vehicle/auto exposures, property exposures, and workers' compensation.

The County, therefore, assumes liability resulting from its negligence or willful misconduct in connection with the use of your premises/facilities at the Municipal Lot # 10 @ Ocean Avenue & Sunrise Highway by the Nassau County Legislator Kevan Abrahams as co-sponsor for the Back To School & Bookbag/Supplies Giveaway Event as scheduled for Saturday, August 19, 2023 from approximately 9:00 A.M. to 5:00 P.M.

We trust that this letter will suffice, but please feel free to contact us if you have any questions.

Very truly yours,


Andrew Amato
Insurance

ONE WEST STREET – MINEOLA, NEW YORK 11501-4820
516-571-3056, FAX 516-571-6684, 6604

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 N.C. Legislator Kevan Abrahams 1550 Franklin Ave.

Organization Name

Mineola

New York

11501 516-571-6201

City

State

Zip

Tel#

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 its representatives. The conditions are:

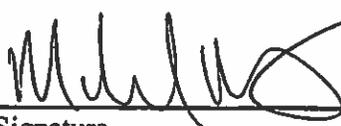
Event: Back to School Bookbag and Supply Give Away
Location: Municipal Parking Field #10
Date: August 19, 2023
Time: 09:00 A.M.- 5:00 P.M.
Rain Date: September 16, 2023

1. The applicant will host "Back to School Give Away" from 9:00-1700 hours at MPF#10.
2. The applicant is responsible for ensuring that any music played will not violate the Freeport Village Code.
3. All Village of Freeport Parking Restrictions will remain in effect.
4. The applicant and participants are not permitted to block any roadways. Barricades will be utilized to block the entrances and surround the event.
5. The applicant is responsible for ensuring that the event will cease promptly at 1700 hours.
6. The applicant is responsible for the clean up of the parking field after the event. Said clean up shall include but is not limited to removing any and all debris, rubbish and trash from the property.

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 assemblies 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 D/CH Michael G. Williams  August 19, 2023
Rank Name Signature Date

CC to: Mayor

Village Attorney

Fire Chief

Public Works

Postmaster

Affected Public Transportation Utilities

**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

Michael Smith
Chief of Police

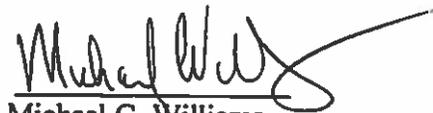
40 North Ocean Avenue, Freeport, NY
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief, Michael G. Williams
DATE: May 11, 2023
RE: Back to School Bookbag and Supply Giveaway, Parking Field # 10

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 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

**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

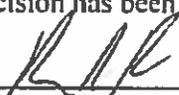
DATE: May 4, 2023

RE: Carnival/Festival/Bazaar Public Assembly Permit Application

Organization:	Nassau County Legislature
Applicant:	Legislator Kevan Abrahams
Date:	Saturday, September 16, 2023
Time:	9:00 am – 5:00 pm
Set-up Time:	9:00 am
Location:	Municipal Lot #10

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Legislator Kevan Abraham on behalf of Nassau County Legislature.

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 met.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Raymond Maguire
Sent: Thursday, May 4, 2023 6:51 PM
To: Pamela Boening
Subject: RE: 8.19.2023 Muni Lot #10 Public Assembly NC Legislature

I have reviewed the Parade & Public Assembly Permit application for August 19, 2023 (Rain Date: September 16, 2023)

I do not foresee any negative impact in the performance of our duties as this event will be not be blocking any streets. They indicate that they will be using the parking lot. Event Coordinator(s) should be cognizant of moving the participants off of the street if Emergency Vehicles are approaching.

Please remind the applicant(s) that access to the area(s) 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: Wednesday, May 3, 2023 12:34 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>; 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: 8.19.2023 Muni Lot #10 Public Assembly NC Legislature

Please send recommendation.

Pamela Walsh Boening
Village Clerk

Village of Freeport
46 N. Ocean Avenue
Freeport, New York 11520

516-377-2254

Pamela Boening

From: Christine Maguire
Sent: Thursday, May 4, 2023 9:20 AM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 8.19.2023 Muni Lot #10 Public Assembly NC Legislature

Hi Pam,

The insurance is approved for the back to school book bag giveaway on 8/19/23.

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Wednesday, May 3, 2023 12:34 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>; 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: 8.19.2023 Muni Lot #10 Public Assembly NC Legislature

Please send recommendation.

Pamela Walsh Boening
Village Clerk

Village of Freeport
46 N. Ocean Avenue
Freeport, New York 11520

516-377-2254

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: May 12, 2023

RE: Long Island Arts Council at Freeport

Applicant:	Laurence Dresner
Dates:	July 6, 13, 20, 27 August 3, 10, 17, 24, 31
Time:	7:00 P.M. to 8:30 P.M.
Assembly Time:	6:30 P.M.
Location:	Woodcleft Avenue Esplanade

Attached please find a copy of the request for a Public Assembly Permit Application submitted by Larry Dresner, on behalf of Long Island Arts Council, 130 East Merrick Road, Freeport to hold a summer concert series on various Thursday evenings starting July 6, 2023 through August 31, 2023, between the hours of 7:00 P.M. to 9:00 P.M. The concerts will be held at Esplanade on Woodcleft Avenue.

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


Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk
Attachments

If reviewing stand is to be used, where will it be located?

NA

Participants:

What is the approximate number of:

- a) Persons 80 b) Animals X c) Vehicles X d) Utility trailer float X, which will constitute such parade? (Tractor trailer floats are discouraged)

For b) and c) above, please indicate the type of animal or description of vehicles: _____

A minimum of (100) one hundred feet of space must be maintained between units.

Please describe any recording equipment, sound amplification equipment, banners, signs, or other attention getting devices to be used in connection with the Parade/Public Assembly: _____

entertainers bring their own small, self contained sound system

For your Parade/Public Assembly, are any public facilities or equipment to be utilized: _____ Yes No
If yes, please describe and attach all related correspondence or permits that authorize their use.

What is the estimated number of spectators or Public Assembly visitors? 20-80

Insurance Requirement Notice: (if required)

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, the wording of which is to be transcribed on your group's letterhead, all portions indicated by parenthesis to be filled in with your group's information, and is to be signed by a representative of the festival sponsor/ride concessionaire and the signature notarized, must be attached.

Insurance Requirement Notice (continued):

(Name of applicant or contracted operator) 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 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 (municipal property/location) in Freeport by (Name of applicant or contracted operator), whether or not such injury to persons or damage to property are due or claim to be due to any negligence of (Name of applicant or contracted operator) their employees or agents.

Sign: Lauren Dresner LIACF
(Name of representative and company name)

Date: 4/19/2023

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

Fees: *If the application is for the use of any village property other than street or public thoroughfare or if any Village of Freeport services shall be required for the parade or public assembly, the applicant shall pay, prior to the issuance of the permit, the charge for those services in accordance with the schedule of service costs approved by the Board of Trustees by resolution.*

Affirmation of Understanding and Awareness:

I Lauren Dresner acting as an authorized representative of LIACF swears under oath that I have read and understand Village of Freeport Code Section 1, Chapter 155; Article VI entitled Parades and Public Assemblies. Further, if granted a permit I agree to abide by all of the provisions and stipulations of such code.

Lauren Dresner
Signature of Applicant

Sworn to before me this 19th

day of April 2023

Deborah Goldman
Notary

DEBORAH GOLDMAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02GO6403813
Qualified in Nassau County
My Commission Expires: 2/3/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791		CONTACT NAME: Roland Palmedo PHONE (A/C, No, Ext): (516) 384-4044 FAX (A/C, No): (516) 384-5901 E-MAIL ADDRESS:	
INSURED Long Island Arts Council at Freeport, Inc. 130 E. Merrick Road Freeport NY 11520		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL22112221631 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		42SBWBU2381	11/07/2022	11/07/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

With respects an event at Nautical Mile, Freeport, N Y. The Incorporated Village of Freeport is Included as an Additional Insured as respects General Liability Coverage:

Any person or organization with whom the insured has agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under the General Liability Policy, but only with respect to the operations of the insured, the insureds "work" or facilities owned or used by the insured, provided the written contract or agreement has been executed prior to the "bodily injury", "property damage", "personal and advertising injury" occurring.

CERTIFICATE HOLDER The Incorporated Village of Freeport 46 North Ocean Ave. Freeport NY 11529	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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 Long Island Arts Council 130 E Merrick Rd

Organization Name

Address

Freeport

N.Y.

11520

516 578-1337

City

State

Zip

Telephone #

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

EVENT: **Long Island Arts Council at Freeport Summer Concert Series
Woodcleft Avenue-Esplanade**

DATE: **Thursdays July 6th, 13th, 20th, 27th 2023
August 3rd, 10th, 17th, 24th, 31st 2023**

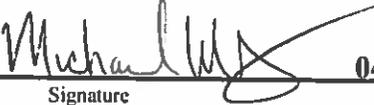
TIME: **6:30 P.M. to 9:00 P.M**

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances.**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 9:00 P.M., without prompting from police or village officials.**
- 3. Applicant and participants will shut down the event and clear roadway at 8:30 P.M. sharp without prompting from police or village officials.**
- 4. If an emergency occurs, the applicant, participants and attendees must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.**
- 5. Tables, tents, equipment, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic*.**
- 6. Applicant: LI Arts Council at Freeport, 130 E. Merrick Road, Freeport, NY (516) 223-2522 Contact: Larry Dresner 516-578-1337.**

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  04/28/2023
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 Ave. Freeport, NY
(516) 378-0700**

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael G. Williams
DATE: April 28, 2023
RE: Long Island Arts Council at Freeport 2023 Summer Concert Series at the Esplanade on Woodcleft Avenue.

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 any over police overtime 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**

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

2023 MAY - 1 A 11: 13

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 27, 2023

RE: Parade and Public Assembly Permit Application

Applicant:	Laurence Dresner - Long Island Arts Council at Freeport
Date:	Thursday, July 6, 13, 20, 27 Thursday, August 3, 10, 17, 24, 31
Time:	7:00 pm – 8:30:00 pm
Assemble Time:	6:30 pm
Location:	Woodcleft Ave Esplanade

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Laurence Dresner on behalf of Long Island Arts Council to hold a summer concert series. 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: Monday, May 8, 2023 6:07 PM
To: Pamela Boening
Subject: RE: Public Assembly Woodcleft Avenue Esplanade Various Dates

I have reviewed the Parade and Public Assembly Permit application for July 6, 13, 20, 27, August 3, 10, 17, 24 and 31, 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 Esplanade. They do not indicate that they will be blocking any streets. Applicant(s) should be cognizant of maintaining access to the area if an Emergency exists.

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Monday, May 8, 2023 10:36 AM
To: Raymond Maguire <rmaguire@freeportny.gov>; Christine Maguire <cmaguire@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: FW: Public Assembly Woodcleft Avenue Esplanade Various Dates

Please send recommendation.

From: Pamela Boening
Sent: Thursday, April 27, 2023 9:46 AM
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>; Ben Terzulli <bterzulli@freeportny.gov>; Sheryl Sobers <ssobers@freeportny.gov>; Sabrina Lafleur <slafleur@freeportny.gov>; Conor Kirwan <ckirwan@freeportny.gov>
Subject: Public Assembly Woodcleft Avenue Esplanade Various Dates

Please send recommendation.

Pamela Boening

From: Christine Maguire
Sent: Monday, May 8, 2023 10:41 AM
To: Dresner
Cc: Conor Kirwan; Pamela Boening
Subject: RE: Long Island Arts Council at Freeport

Hi Larry,

Following up on the below request.

Thank you,

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

From: Christine Maguire
Sent: Thursday, April 27, 2023 10:23 AM
To: Dresner <ldresner@optonline.net>
Cc: Conor Kirwan <ckirwan@freeportny.gov>; Pamela Boening <pboening@freeportny.gov>
Subject: Long Island Arts Council at Freeport

Hi Larry,

I received your public assembly permit application for the summer concert series from 7/6/23 through 8/31/23. In order to approve the insurance side of the application we will need the hold harmless statement on your companies letterhead.

See attached example that was submitted previously.

If you have any questions please let me know.

Thank you,

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

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

TO: Mayor Robert T. Kennedy

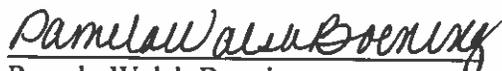
FROM: Pamela Walsh Boening, Village Clerk

DATE: May 12, 2023

RE: Carnival/Festival/Bazaar
Organization: Veterans Service Agency
Date: June 6, 2023
Rain Date: None
Time: 7:00 A.M. to 2:00 P.M.
Assembly Time: 7:00 A.M.
Location: Freeport Armory

Attached is a copy of the request for a ~~Carnival~Festival~Bazaar~~ Public Assembly Application submitted by Veteran Service Agency, to hold the Veterans Stand Down on Friday, June 6, 2023 (no rain date) at the Freeport Armory, Babylon Tpke from 7:00 A.M. to 2:00 P.M. Approximately 450 individuals will drive through the Armory location.

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


Pamela Walsh Boening
Village Clerk

Attachments

**FREEPORT POLICE DEPARTMENT
CARNIVAL ~ FESTIVAL ~ BAZAAR
PUBLIC ASSEMBLY PERMIT APPLICATION**

Applicant:

RALPH ESPPOSITO ^{BLOG Q} 2201 Hempstead Trk EAST Meadow NY 11554
Name Address Apt City State Zip
 Telephone # (516) 572-6512 Business # (516) 572-6565 Permit Applicant Organization Affiliation VETERANS SERVICE AGENCY

Organization:

VETERANS SERVICE AGENCY ^{BLOG Q} 2201 Hempstead Trk EAST Meadow, NY 11554
Organization Name Address City State Zip
 Telephone # (516) 572-6512

Organization Representatives (Other than applicant):

- | | | |
|---------------------------------|-------------------------------------|-------------------------------|
| 1) _____
<small>Name</small> | _____ <small>Contact Phone#</small> | _____ <small>Position</small> |
| 2) _____
<small>Name</small> | _____ <small>Contact Phone#</small> | _____ <small>Position</small> |
| 3) _____
<small>Name</small> | _____ <small>Contact Phone#</small> | _____ <small>Position</small> |

Carnival/Festival/Bazaar Operator / Contractor:

Business Name _____ Address _____ City _____ State _____ Zip _____
 Operator's Name _____ Telephone # _____

Name & type of requested Carnival/Festival/Bazaar: VETERANS STAND DOWN

Requested Carnival/Festival/Bazaar Location: Freeport Armory (verbal)

Set Up Day: Tuesday Date: 6/6/2023 Set Up Start Time: 7:00 AM AM PM

Dates of operation:

1 st Day: <u>Tuesday</u>	Date: <u>6/6/2023</u>	Start Time: <u>7:00 AM</u> <input checked="" type="radio"/> AM <input type="radio"/> PM	End Time: <u>2:00 AM</u> <input checked="" type="radio"/> AM <input type="radio"/> PM
2 nd Day: _____	Date: <u> </u> / <u> </u> / <u>20 </u>	Start Time: <u> </u> : <u> </u> AM/PM	End Time: <u> </u> : <u> </u> AM/PM
3 rd Day: _____	Date: <u> </u> / <u> </u> / <u>20 </u>	Start Time: <u> </u> : <u> </u> AM/PM	End Time: <u> </u> : <u> </u> AM/PM
4 th Day: _____	Date: <u> </u> / <u> </u> / <u>20 </u>	Start Time: <u> </u> : <u> </u> AM/PM	End Time: <u> </u> : <u> </u> AM/PM

Equipment Removal will be done by: Date: 6/6/2023 Time 5:00 AM AM PM

Rain Date: NO YES Date: / /20

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?

VETERANS STAYS DOWN Will occupy PART OF
Freeport Armory - OUTSIDE OF Building

- B) List each ride or inflatable (i.e. bouncy houses).

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

10 FT x 10 FT TENT Will Be setup IN THE
PARKING LOT FOR TABLES AND CHAIRS FOR VOLUNTEERS

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

N/A

- 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.

THREE Ford VANS Will Be used to deliver
ITEMS TO THE Freeport Armory, ON EVENT DAY.

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

USE OF PARKING LOT OF Freeport Armory.

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

N/A

- G) What is the estimated number of customers you expect daily? 450 VETERANS

DRIVING - thru WITH CARS

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

ONE - 30 CUBIC YARD DUMPSTER FOR ALL TRASH
FOUR - PORTABLE TOILETS FOR VOLUNTEERS ONLY

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

N/A

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

N/A

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

EVENT SIGNS AND LAWN SIGNS AT THE LOCATION BEFORE EVENT. ALL REMOVED AFTER THE EVENT IS COMPLETED

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

N/A

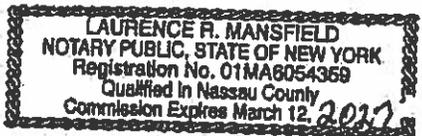
M) Advise if the Carnival/Festival/Bazaar ride/show operator subcontracts any portion of their operation.

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.

Raymond E. Spoto
Signature

Sworn to before me this 18 day of APRIL, 2017

Laurence R. Mansfield
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.

4/15/2023

Inc. Village of Freeport
46 N Ocean Ave
Freeport, NY 11520

Insurance Requirement Notice:

Nassau County Veterans Service Agency, 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 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 person or persons including employees or an account of damage to property, including loss of use thereof, arising out of or in consequence of the use of 63 Babylon Tpke, Freeport Armory in Freeport, by Nassau County Veterans Service Agency, whether or not such injury to persons or damage to property are due or claim to be due to any negligence Nassau County Veterans Service Agency of Nassau County Veterans Service Agency their employees or agents.

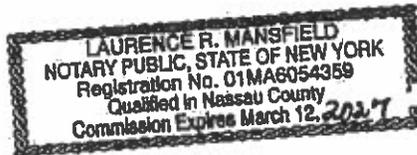
Sign: Ralph Esposito (Veterans Service Agency) *Ralph Esposito*

Date: 4/15/2023

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

Signature *Ralph Esposito*
Applicant

Sworn to before me this 18th
Day of APRIL 2023
Laurence R. Mansfield
Notary



Application Approved: _____
By: _____

Application Denied: _____

BRUCE A. BLAKEMAN
County Executive



THOMAS A. ADAMS
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY

April 18, 2023

Village of Freeport
46 North Ocean Avenue
Freeport, NY 11520

Attention: Robert F. Kennedy
Mayor

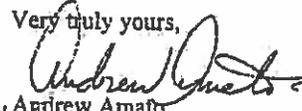
Re: Use of premises

Dear Mayor Kennedy,

This will confirm that The County of Nassau, as a major tax-supported municipality, is a self-assumer of its general & professional liability, vehicle/auto exposures, property exposures, and workers' compensation.

The County, therefore, assumes liability resulting from its negligence or willful misconduct in connection with the use of your premises/facilities at the Freeport Armory by the Nassau County Veterans Service Agency as respects the Veterans Stand Down Event as scheduled for Tuesday, June 6, 2023.

We trust that this letter will suffice, but please feel free to contact us if you have any questions.

Very truly yours,

Andrew Amato
Insurance

ONE WEST STREET - MINEOLA, NEW YORK 11501-4820
516-571-3056, FAX 516-571-6684, 6604

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 Veterans Service Agency 2201 Hempstead Tpke.

<u>East Meadow</u>	<u>New York</u>	<u>11554</u>	<u>(516) 572-6512</u>
City	State	Zip	Telephone #

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

Event: Veterans Stand Down at the Freeport Armory, Babylon Tpke., Freeport, NY
Sponsored by the Veterans Service Agency

Date: Tuesday, June 6th, 2023

Time: 7:00 a.m. to 2:00 p.m. **Assembly:** 7:00 A.M.

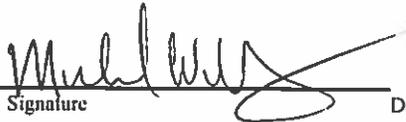
Rain Date: None

- 1. Applicant and participants will be considerate of Village noise regulations and minimize unnecessary noise. This permit does not exempt the participants from abiding by village noise ordinances. The applicant must notify all residents and business personnel with notice of the event and any anticipated road closures. The Applicant must abide by any Governors Executive orders that may exist at the time.**
- 2. Use of amplified sound, D.J. equipment, etc., will cease and desist promptly at 2:00 P.M., without prompting from police or village officials.**
- 3. Participants will shut down the event at 2:00 P.M. sharp without prompting from police or village officials. The participants will be responsible for removing any event signs and clean up after the event. The area shall be clean and vacated no later than 5:00 P.M.**
- 4. If an emergency occurs, the event participants must be able to promptly clear the roadway for Fire, Police and other emergency vehicles. Physical barriers can not be used to block roadway.**
- 5. Tables, tents, awnings, rides, amusements, D.J. Booths or other structures placed in the road must be fashioned to be rapidly removable by hand to facilitate emergency vehicle operations. Structures or items not rapidly removable by hand must be erected off the road surface or to one side of the road *Not Blocking Vehicle Traffic.***
- 6. Applicants: Ralph Esposito (516) 572-6512**

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 event. (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  04/28/2023
Rank Name Signature Date

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

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

Michael Smith
Chief of Police

40 North Ocean Avenue, Freeport, New York 11520
(516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael Williams
DATE: 04/28/2023
RE: Veterans Stand Down
(Freeport Armory, Babylon Tpke., Freeport, NY)

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

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

Thank you,



Michael Williams
Deputy Chief of Police

VILLAGE OF FREEPORT, NY
CLERK'S OFFICE

2023 MAY - 1 A 11: 13

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 27, 2023

RE: Carnival/Festival/Bazaar Public Assembly Permit Application
Organization: Veteran Service Agency
Applicant: Ralph Esposito
Date: Tuesday, June 6, 2023
Time: 7:00 am – 2:00 pm
Set-up Time: 7:00 am
Location: Freeport Armory

I have reviewed the above-referenced Parade and Public Assembly Permit Application submitted by Ralph Esposito on behalf of Veteran Service Agency, to hold a Stand Down.

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 met.



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

C: Ben Terzulli, Assistant Superintendent of Public Works

Pamela Boening

From: Christine Maguire
Sent: Thursday, April 27, 2023 10:26 AM
To: Pamela Boening
Cc: Conor Kirwan
Subject: RE: 6.6.2023 Public Assembly Freeport Armory

Hi Pam,

Insurance for the Freeport Armory Veterans stand down on 6/6/23 is approved.

Regards,

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Thursday, April 27, 2023 9:47 AM
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>; 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: 6.6.2023 Public Assembly Freeport Armory

Please send recommendation.

Pamela Walsh Boening
Village Clerk

Village of Freeport
46 N. Ocean Avenue
Freeport, New York 11520

516-377-2254

Pamela Boening

From: Raymond Maguire
Sent: Monday, May 8, 2023 6:09 PM
To: Pamela Boening
Subject: RE: 6.6.2023 Public Assembly Freeport Armory

I have reviewed the Carnival Festival Bazaar Public Assembly Permit application for June 6, 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 Armory building. They do not indicate that they will be blocking any streets. Applicant(s) should be cognizant of maintaining access to the area if an Emergency exists.

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

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

Ray Maguire

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

From: Pamela Boening <pboening@freeportny.gov>
Sent: Monday, May 8, 2023 10:37 AM
To: Raymond Maguire <rmaguire@freeportny.gov>
Cc: Madelyn de la Fe <mdelafe@freeportny.gov>
Subject: FW: 6.6.2023 Public Assembly Freeport Armory

Please send recommendation.

From: Pamela Boening
Sent: Thursday, April 27, 2023 9:47 AM
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>; 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: 6.6.2023 Public Assembly Freeport Armory

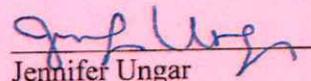
**INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
OFFICE OF THE VILLAGE ATTORNEY**

TO: Robert T. Kennedy, Mayor
FROM: Jennifer Ungar, Deputy Village Attorney
DATE: May 9, 2023
RE: **Hold Harmless South Shore LI Contracting**

Enclosed is a proposed hold harmless agreement with South Shore LI Contracting, 214 Miller Avenue, Freeport, New York 11520, drawn to the benefit of the Village of Freeport. The agreement is necessary to allow South Shore LI Contracting to assist in a fire investigation at 30 Commercial Street. South Shore LI Contracting will be moving steel beams in order for the investigators to investigate an ambulance. Two excavators will be located in the municipal parking lot at the south west corner of the building. South Shore LI Contracting will block access to 10 parking spaces in that corner of the lot to safely provide access, as well as protect the public. This investigation will take place on May 15, 2023.

I am requesting retroactive permission to enter into this hold harmless agreement.

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



Jennifer Ungar
Deputy Village Attorney

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

WHEREAS, recently there was a fire at 30 Commercial Street; and

WHEREAS, a fire investigation is being done to determine the cause of the fire; and

WHEREAS, South Shore LI Contracting has been hired to assist in moving of steel beams at the south west corner of the property; and

WHEREAS, to assure that South Shore LI Contracting is able to safely perform its tasks and assure safety to the public, South Shore LI Contracting will need to block access to 10 spaces in the Village parking lot located at the south west corner of the building located at 30 Commercial Street; and

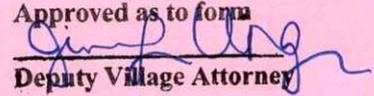
WHEREAS, the Village requires that a Hold Harmless Agreement be signed on behalf of the Village in order to facilitate such usage; and

NOW THEREFORE BE IT RESOLVED, be it resolved that the Mayor be and hereby is authorized to sign a Hold Harmless Agreement to allow South Shore LI Contracting, 214 Miller Avenue, Freeport, New York 11520 to block access and use 10 parking spaces in the Village parking lot at the south west corner of commercial street on May 15, 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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Notwithstanding the obligation of South Shore LI Contracting to provide and maintain insurance, South Shore LI Contracting to the fullest extent permitted by law shall also save, hold harmless and indemnify the Incorporated Village of Freeport, its trustees, agents, servants and employees, from and against any and all actions, suits, claims, losses, costs and damages of any kind or nature (including but not limited to all fees and charges of attorneys and other professionals and all Court, arbitration or other dispute resolution costs) caused by or arising out of or in any way resulting from the performance of services rendered by South Shore LI Contracting while accessing 10 parking spaces located in the Village parking lot located at the south west corner of 30 Commercial Street on May 15, 2023.



Signature

Jerry Festa

Printed Name

South Shore LI Contracting

Dated: May 10, 2023

Incorporated Village of Freeport

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

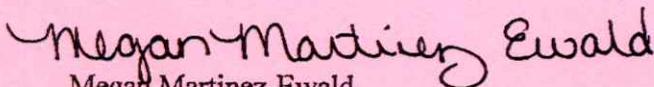
TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Megan Martinez-Ewald, Deputy Assessor
DATE: May 10, 2023
RE: Remove Exemptions from 2022/2023 & 2023/2024 Assessment Rolls

Permission is requested for the Assessor to retroactively remove from 2022/2023 and 2023/2024 Assessment Rolls exemptions related to a Veterans owned property. The removal of assessed value exemptions is due to a transfer of title or residency non-use of the property from a member of the exempt class to a non-member of the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
55-348-39	27 Forest Ave	41101 – Veterans	\$2,650.90	Property Sold 09/08/2022
62-163-208	286 Miller Ave	41101 – Veterans	\$770.61	Property Sold 03/22/2023

Permission is further requested that the Board authorize the Village Treasurer to process the required tax adjustments, provide copies of the billing invoices to the Assessor, and issue a 2022/2023 restored tax bill and a 2023/2024 corrected property tax bill.


Megan Martinez-Ewald
Deputy Assessor

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

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

WHEREAS, the below list consists of changes to assessed tax value after the adoption of the 2022/2023 and 2023/2024 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
55-348-39	27 Forest Ave	41101 – Veterans	\$2,650.90	Property Sold 09/08/2022
62-163-208	286 Miller Ave	41101 – Veterans	\$770.61	Property Sold 03/22/2023

WHEREAS, the Assessor reviewed the application and made a recommendation that the exemptions be removed from the 2022/2023 and 2023/2024 Final Assessment Rolls as listed above; and

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

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2022/2023 and 2023/2024 Final Assessment Rolls and that the Treasurer issue restored and corrected tax bills.

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-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Megan Martinez-Ewald, Deputy Village Assessor
 DATE: May 2, 2023
 RE: Tax Certiorari Negotiated Settlement

Permission is requested from the Board to approve the recommended negotiated settlement for the property listed below.

Petitioner Attorney: **Forchelli Deegan Terrana LLP**

Petitioner: Nestani, LLC
 49 Merrick Road
 62/075/251, 267,266

Total Refund: 2017/2018 to 2023/2024 – Refund: **\$13,314.86** – AV: **48,000**
 going forward 2024/2025, 2025/2026, and 2026/2027

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2017/18	0.0181	54,400	57,920	0	0.62296	0
2018/19	0.018	54,400	57,600	0	0.62296	0
2019/20	0.0172	54,400	55,040	0	0.62296	0
2020/21	0.0162	54,400	51,840	2,560	0.62296	\$1,594.78
2021/22	0.0151	54,400	48,320	6,080	0.62296	\$3,787.60
2022/23	0.0150	54,400	48,000	6,400	0.62296	\$3,986.94
2023/24	0.0150	54,400	48,000	6,400	0.61649	\$3,945.54
	Current MV	\$3,626,667	Settled MV	\$3,200,000	Refund	\$13,314.86

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in

2023 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

Permission is further requested that the Village Treasurer issue a refund to the petitioner's attorney for the above property.

Megan Martinez-Ewald

Megan Martinez-Ewald
Deputy Village Assessor

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

WHEREAS, the Assessor has negotiated tax certiorari settlements for the Assessment Years listed below; and

WHEREAS, the firm Forchelli Deegan Terrana LLP represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: Nestani, LLC
 49 Merrick Road
 62/075/251, 267,266

Total Refund: 2017/2018 to 2023/2024 – Refund: **\$13,314.86** – AV: **48,000**
 going forward 2024/2025, 2025/2026, and 2026/2027

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2017/18	0.0181	54,400	57,920	0	0.62296	0
2018/19	0.018	54,400	57,600	0	0.62296	0
2019/20	0.0172	54,400	55,040	0	0.62296	0
2020/21	0.0162	54,400	51,840	2,560	0.62296	\$1,594.78
2021/22	0.0151	54,400	48,320	6,080	0.62296	\$3,787.60
2022/23	0.0150	54,400	48,000	6,400	0.62296	\$3,986.94
2023/24	0.0150	54,400	48,000	6,400	0.61649	\$3,945.54
	Current MV	\$3,626,667	Settled MV	\$3,200,000	Refund	\$13,314.86

WHEREAS, the Stipulation of Settlement will be prepared for the above-referenced matter; and

WHEREAS, permission is requested giving the Village Attorney authorization to sign the stipulation of settlement; and

NOW THEREFORE BE IT RESOLVED, that the above-listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2022/2023 Final Assessment Roll and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$13,314.86.

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: May 5, 2023

To: Mayor Robert T. Kennedy

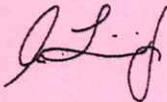
From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Bid #18-03-ELEC-443
Uniformed Guard Services for Power Plant – Agreement Amendment 4

Attached for your review is Amendment 4 to the Guard Services Agreement with Arrow Security (Arrow). On April 30, 2018, the Board of Trustees awarded the Guard Services bid (Bid #18-03-ELEC-443) to Arrow as the lowest responsive and responsible bidder to provide guard services for Power Plant 1 for a term of three years with an option to extend the contract for up to two years. This contract expired on February 28, 2023 (Second Renewal Term). The Utility advertised for guard services prior to the contract expiration date but only received one response. This proposal contained exceptions that were unacceptable. The proposal was rejected by the Board on February 27, 2023 and the specifications were re-advertised. A two-month extension for Arrow's guard services was approved on April 3, 2023.

Four bid proposals were received in response to the new ad and they were rejected by the Board on May 1, 2023. As such, I am requesting that the guard services contract be extended for another two months. The rate will be held firm during this period. The estimated cost during the extension period is \$16,926.00/month (\$33,852.00 for the two-month extension).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board retroactively approves extending the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for guard services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) at an estimated cost of \$16,926.00/month for the period May 1, 2023 until June 30, 2023. The cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1). There are sufficient funds available to cover this expense.

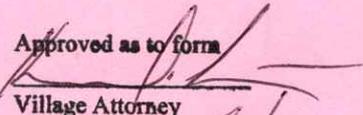


Al Livingston Jr.
Superintendent of Electric Utilities

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


Village Attorney

5/10/2023

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

WHEREAS, on April 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021 at a cost of \$546,840.00 with an option to extend the contract for up to two (2) years; and

WHEREAS, on November 30, 2020, the Board of Trustees approved the first extension term from March 1, 2021 through February 28, 2022 at a cost of \$203,112.00; and on November 1, 2021, the Board of Trustees approved the second and final extension for a term from March 1, 2022 until February 28, 2023 at a cost of \$203,112.00; and

WHEREAS, on April 3, 2023, the Board approved to extend the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period retroactive to March 1, 2023 until April 30, 2023, in the amount of \$33,852; and

WHEREAS, four (4) bid proposals were received in response to the new advertisement and they were rejected by the Board on May 1, 2023; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval that the guard services contract be retroactively extended for two months with Arrow Security, 300 West Main Street, Smithtown, NY 11787, for guard services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period May 1, 2023 until June 30, 2023, in the amount of \$33,852; and

WHEREAS, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and the Mayor be and hereby extend the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period retroactive to May 1, 2023 until June 30, 2023, in the amount of \$33,852.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form
Village Attorney
5/10/2023

**GUARD SERVICES AGREEMENT
AMENDMENT 4**

**INC. VILLAGE OF FREEPORT
AND
ARROW SECURITY**

This AMENDMENT 4 dated May 15, 2023, is made to that certain agreement dated May 1, 2018 (the "Agreement"), and is by and between the Inc. Village of Freeport ("IVF"), a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520, and Arrow Security ("the Contractor"), located at 300 W. Main St., Smithtown, NY 11787.

WHEREAS, the IVF and the Contractor now wish to amend the Agreement to extend the term for two additional months and maintain the cost of services per the Agreement terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the IVF and the Contractor agree that the following sections of the Agreement are amended as stated below.

Article III. Term, amend as follows:

D. This Agreement is extended for a period of two (2) additional months that shall run from May 1, 2023, until June 30, 2023.

Article V. Compensation, add as follows:

A. (ii) The cost for Guard Services provided by the Contractor during the mini extension period shall remain the same.

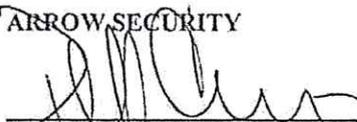
All other terms and conditions of the Agreement shall remain in full force and effect.

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

INC. VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

ARROW SECURITY

BY:  _____
PETER G. OURCIO, CHIEF OPERATIONS OFFICER

APPROVED AS TO FORM:

Village Attorney

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

CORRECTED DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 1, 2018
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 30, 2018:

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

WHEREAS, The Village of Freeport has solicited bids for Bid #18-03-ELEC-443 Uniformed Guard Services for Power Plant; and

WHEREAS, five (5) bids were received on April 17, 2018; and

WHEREAS, the lowest responsible bid submitted was that of J. W. Security who failed to provide the required bid bond, and therefore the bid submitted by J.W. Security has been disqualified; and

WHEREAS, the next responsible bid submitted was that of Arrow Security, 300 West Main Street, Smithtown, New York, 11787 in the amount of \$546,840.00 for a term commencing May 1, 2018 to February 28, 2021 with an option to extend the bid for up to two (2) additional years if mutually agreeable; and

WHEREAS, the contract contains a clause permitting the Village to cancel the agreement upon sixty days' written notice; and

WHEREAS, the cost of the contract will be charged to E7191001 511100-Security Contract Exp PP1; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board authorizes the award of this bid for #18-03-ELEC-443 Uniformed Guard Services for Power Plant to Arrow Security, 300 West Main Street, Smithtown, New York, 11787 in the amount of \$546,840.00 for a term commencing May 1, 2018 to February 28, 2021 with an option to extend the bid for up to two (2) additional years if mutually agreeable.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Piñeyro	In Favor
Trustee Ellerbe	In Favor
Trustee White	In Favor
Mayor Kennedy	In Favor

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities November 3, 2021
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 1, 2021:

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

WHEREAS, on April 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021 at a cost of \$546,840.00 with an option to extend the contract for up to two years,

WHEREAS, on November 30, 2020, the Board of Trustees approved the first extension term from March 1, 2021 through February 28, 2022 at a cost of \$203,112.00; and

WHEREAS, the Utility is satisfied with the services provided by Arrow and is requesting that the Guard Services contract be extended for a second and final term from March 1, 2022 until February 28, 2023; and

WHEREAS, the compensation rate for Guard Services during the second term will remain the same as the current renewal term at \$203,112.00 per the terms of the agreement; and

WHEREAS, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve extending the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 for a cost of \$203,112.00 from March 1, 2022 until February 28, 2023.

The Clerk polled the Board as follows:

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

cc:

X Auditor

X Electric Utilities

X Registrar

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

DIRECTIVE

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

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

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

WHEREAS, on January 23, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the “Uniformed Guard Services for Power Plant”, Bid #23-02-ELEC-649; and

WHEREAS, at the bid opening on February 14, 2023, the Electric Department received one (1) bid in response to the above-referenced notice; and

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to reject the bid due to exceptions unacceptable to the utility, and re-bid this specification at a later date; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the bid received on February 14, 2023 for the “Uniformed Guard Services for Power Plant”, Bid #23-02-ELEC-649, be rejected.

The Clerk polled the Board as follows:

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

cc:

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

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 April 5, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 3, 2023:

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

WHEREAS, on April 30, 2018, the Village of Freeport awarded the bid for the Uniformed Guard Services for Power Plant 1 (Bid #18-03-ELEC-443) to Arrow Security (Arrow), 300 West Main Street, Smithtown, NY 11787 for a term from May 1, 2018 through February 28, 2021 at a cost of \$546,840.00 with an option to extend the contract for up to two (2) years; and

WHEREAS, on November 30, 2020, the Board of Trustees approved the first extension term from March 1, 2021 through February 28, 2022 at a cost of \$203,112.00; and

WHEREAS, on November 1, 2021, the Board of Trustees approved the second and final extension for a term from March 1, 2022 until February 28, 2023 at a cost of \$203,112.00; and

WHEREAS, the Utility advertised for guard services prior to the contract expiration date, but only received one response; this response contained exceptions that were unacceptable; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval that the guard services contract be retroactively extended for two months with Arrow Security, 300 West Main Street, Smithtown, NY 11787, for guard services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period March 1, 2023 until April 30, 2023, in the amount of \$33,852; and

WHEREAS, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1) and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric, the Board approve and Mayor be and hereby extend the contract with Arrow Security, 300 West Main Street, Smithtown, NY 11787 for Guard Services at Power Plant 1 with the rate remaining fixed (Second Renewal Term Rate) for the period retroactive to March 1, 2023 until April 30, 2023, in the amount of \$33,852.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

In Favor

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

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

cc:

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

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 2, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 1, 2023:

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

WHEREAS, on March 13, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the "Uniformed Guard Services for Power Plant", Bid #23-04-ELEC-657; and

WHEREAS, at the bid opening on April 11, 2023, the Electric Department received four (4) bids in response to the above-referenced notice (28 specifications were picked up); and

WHEREAS, the Utility has decided to make a change to the specifications; and

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to reject the bid proposals received and re-bid the revised specification at a later date; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the bids received on April 11, 2023 for the "Uniformed Guard Services for Power Plant", Bid #23-04-ELEC-657, be rejected.

The Clerk polled the Board as follows:

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

cc:

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

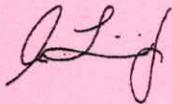
INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: May 5, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: RFP Recommendation
RFP #23-04-ELEC-660 - Water Testing

By the due date, May 1, 2023, the Electric Department received one response with regard to its advertisement for water testing services (19 specifications were picked up). The only responsive and responsible proposer was Pace Analytical Services, LLC. The cap on the contract will be for a not to exceed cost of \$8,110.00 per year (sampling frequency may change depending on regulations from the New York State Department of Environmental Conservation).

Company	Annual Cost
Pace Analytical, LLC	\$8,110.00

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the water testing RFP be retroactively awarded to Pace Analytical Services, LLC, 575 Broad Hollow Road, Melville, NY 11747 for the not to exceed cost of \$8,110.00 per year; and that the Mayor be authorized to sign any documents necessary to award the contract. This contract term will run from June 1, 2023, through February 28, 2026, with an option to renew for up to two additional years. The cost of this service will be charged to the following accounts: #E 7143151 510000 (Regulatory Agency PP1), #E 7143152 510000 (Regulatory Agency PP2) and #E 7143156 510000 (Regulatory Agency CT2). There are sufficient funds available for this expense.



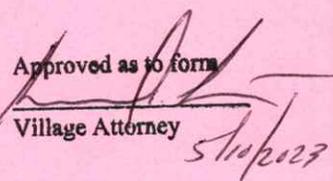
Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachment

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
5/10/2023

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

WHEREAS, on April 3, 2023, the Board authorized the Village Clerk to publish a Request for Proposals for the Water Testing Services, RFP #23-04-ELEC-660; and

WHEREAS, nineteen (19) specifications were picked up and (1) response was received by the due date, May 1, 2023; and

WHEREAS, the only responsive and responsible proposer was Pace Analytical Services, LLC., 575 Broad Hollow Road, Melville, NY 11747, for the not to exceed cost of \$8,110.00 per year; and

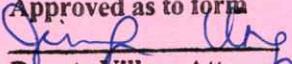
WHEREAS, the contact term will be from June 1, 2023 through February 28, 2026, with an option for renewal for up to two (2) additional years; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the Request for Proposals for the Water Testing Services, RFP #23-04-ELEC-660, to Pace Analytical Services, LLC., 575 Broad Hollow Road, Melville, NY 11747, for the not to exceed cost of \$8,110.00 per year, for a contact term from June 1, 2023 through February 28, 2026, with an option for renewal for up to two (2) additional years.

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



5/4/2023

TO: Al Livingston, Superintendent of Electric Utilities
Gary Greene, Superintendent of Electrical Distribution

FROM: Eric Rosmarin, Chief Power Plant Operator

SUBJECT: RFP Recommendation RFP #23-04-ELEC-660 - Water Testing

Based on my analysis of the bid we received for Power Plant Water Testing Services I found Pace Analytical, LLC to be the only responsive and responsible bidder for this RFP. Please note 19 vendors picked up this RFP. Water testing services are required by the NYSDEC to fulfill the regulations set forth in our SPEDES Permit. We have had a long working relationship with Pace analytical and they have been providing our testing services for multiple contract periods without fail. My recommendation for award is Pace Analytical, LLC.


Digitally signed by Eric Rosmarin
DN:
email=rosmarin@freeportelectric.com,
ou=Freeport Electric, ou=NY, o=Freeport Electric, ou=NY, cn=Eric Rosmarin
Date: 2023.05.04 08:55:17 -0400

Eric Rosmarin
Chief Power Plant Operator

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

VILLAGE OF FREEPORT

Nassau County, New York



CONTRACT AND SPECIFICATIONS FOR WATER TESTING SERVICES

RFP #23-04-ELEC-660

**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
KIM WELTNER, PURCHASING AGENT



Al Livingston Jr., Superintendent
Inc. Village of Freeport

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REQUEST FOR PROPOSALS

WATER TESTING SERVICES 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 "WATER TESTING SERVICES" until 4:00 P.M. on Friday, April 28, 2023.

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. Specifications, proposal and proposed contracts will be available from 9:00 A.M. on Monday, April 10, 2023, until 4:00 P.M. on Friday, April 28, 2023.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – April 6, 2023

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

“Water Testing Services”

2. **DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, from **9:00 A.M. on Monday, April 10, 2023, until 4:00 P.M. on Friday, April 28, 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 DOCUMENTS**

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

4. **FORM**

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as one of the proposal documents and shall be submitted in a sealed envelope clearly marked “Water Testing Services”, together with the name of the proposer.

The proposal shall include a sum to cover the cost of all items included in the proposal 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. Proposals shall be addressed to:

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

Each proposal must be headed by the name of the Candidate and the address of his principal office or principal place of business.

Proposals 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 proposal 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 proposal 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 Candidate 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 proposal submitted. If for any reason the Successful Candidate is legally unable to secure a sales tax exemption, upon proof of payment, the disbursement of the Successful Candidate will be added to the contract price and will be reimbursed with the final payment.

7. **BID SECURITY**

Not required.

8. **QUALIFICATIONS OF CANDIDATES**

a) The Village reserves the right to reject any and all proposals which do not conform to the specifications, or upon which the Candidates do not comply with requirements of the Village as to their qualifications.

b) All Candidates 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/services, 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 Candidates and of the merits thereof and reserves the right to reject any proposal if the record of the Candidate 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 Candidates 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 proposal 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 Candidate with a written response directly, prior to the deadline for submitting the proposal.

The making of any necessary inquiry will be the Candidate's responsibility. Oral answers will not be binding on the Purchaser. Contact the Superintendent of Electric Utilities at (516) 377-2220 with any questions.

10. ADDENDUM

Any addendum issued prior to the return date of the proposals 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 proposal must be initialed by the person signing the proposal.

13. WITHDRAWAL

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

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 Candidate, or who has quoted prices on materials to a Candidate, is not hereby disqualified from submitting a proposal or quoting prices to other Candidates.

16. **AGREEMENT**

The Candidate 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 Candidate shall be considered as having abandoned his submitted proposal and the check accompanying the proposal shall be forfeited to the Village.

17. **GUARANTEE**

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

18. **RIGHT TO REJECT PROPOSALS**

The Village reserves the right to reject any and all proposals and to waive any informality in the proposals received, and to accept the proposal most favorable to the interest of the owner, after all proposals 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 proposals, the obligation of the Candidate 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 bond furnished by him as security with his proposal.

FREEPORT ELECTRIC

WATER TESTING SERVICES RFP

SCOPE

The Incorporated Village of Freeport, NY (Owner, Village or VOF), located within the Town of Hempstead, in Nassau County and Freeport Electric (FE) a wholly owned subsidiary of VOF, are seeking a State of New York certified laboratory to perform water analysis services in a timely manner. There are two facilities that fall under this RFP; PP1 is Power Plant 1 located at 220 Sunrise Highway and PP2 is located at 289 Buffalo Avenue, both in Freeport. Freeport Electric will be responsible for collection of all samples with the exception of the 6 monitoring wells, which will be performed by the laboratory, at a frequency as described below. The successful Candidate will pick up all samples at the respective facilities (PP1 or PP2). The successful Candidate shall perform the required analysis and notify Freeport Electric immediately by phone if any significant findings exceed the State requirements and/or E.P.A. mandated levels. In addition, the contractor shall follow up with a written report in a timely manner on the approved forms.

FE is interested in receiving proposals from qualified vendors to supply all or part of the detailed scope. The analyses requested in this package are not evenly distributed for each fiscal year, in that some years may require more testing and others may not require testing on some analysis at all. In addition, analyses are dependent on the requirements and regulation of the State and E.P.A. which may change during the contract period.

Vendors shall note whether they are able to submit proposals as is or take exception to each section of the specification in the space provided at the end. Exceptions should be clearly described along with the alternative proposal(s). Use additional sheets if required.

QUALITY STANDARDS

The laboratory performing the required analysis must observe all New York State and E.P.A. mandated procedures, and shall be certified by the State of New York Department of Health Services. All samples must be analyzed using EPA approved testing methods. Water testing requirements are for drinking water unless otherwise noted.

PERMITS AND LICENSING

The successful Candidate must have a current State of New York laboratory certification.

CONTAINERS

The successful Candidate shall supply the Electric Department with coolers and containers for collecting the samples as required.

USER LIST

Each Candidate shall provide a list of at least three (3) locations in the local area for which your firm is currently doing business. The listing shall include the name and address and phone number of agency.

CANDIDATE SELECTION

Goods and services procured by Freeport Electric shall be from the lowest responsive/responsible Candidate. In addition to price, the "lowest responsible Candidate" will be determined by consideration of the following factors:

- The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- The ability, capability and skill of the Candidate to perform the services required.
- Whether the Candidate has the financial resources and facilities to perform or provide the services promptly, or within the time specified without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the Candidate.
- The Candidate's record of performance on previous contracts or services, including compliance by the Candidate with laws and ordinances relative to such contracts or services.
- Whether the Candidate requires sub-contracting analyses out to a third party.
- The Successful Candidate must be in business as a State of New York certified laboratory for at least five years.

CONTRACT PERIOD

The contract period shall commence on or about May 1, 2023 through February 28, 2026. In addition, the agreement may be renewed or extended on an annual or monthly basis as best meets the needs of the Village, not to exceed a total of two (2) additional years.

ALTERNATIVE PROPOSALS

Vendors are encouraged to submit alternative proposals should they feel the need to do so. The Village specifically invites cost-saving or quality improving substitutes and alternatives. Each quotation will be considered on its own merit and must conform to the requirements of this specification. All alternative quotations should be clearly identified as such.

WATER SAMPLE REQUIREMENT

PP1 Well Point System				
Weekly when pumping (ESTIMATE: Please assume 26 weeks of sampling)				
Test	Method	UNITS / Cond	Limit	Results
Purgeable Organic Compounds	EPA 624	N/A	N/A	

PP1 Outfall 001				
Monthly				
Test	Method	UNITS / Cond	Limit	Results
pH	EPA 150.1	SU	6.0-9.0	
Oil & Grease (Hexane Extractable Material)	EPA 1664A	MG/L	15 max	
Toluene	SW 8260B	MG/L	0.45max	
Benzene	SW 8260B	MG/L	0.10max	
Ethyl benzene	SW 8260B	MG/L	0.05max	
Xylene	SW 8260B	MG/L	0.19max	
Quarterly (Feb; May; August; November)				
Test	Method	UNITS / Cond	Limit	Results
Arsenic	EPA 200.7	MG/L	0.17max	
Copper	EPA 200.7	MG/L	0.41max	
Lead	EPA 200.7	MG/L	0.084max	
Nickel	EPA 200.7	MG/L	0.084max	
Silver	EPA 200.7	MG/L	0.084max	
Zinc	EPA 200.7	MG/L	0.084max	

PP2 Outfall 001				
Quarterly (Feb; May; August; November)				
Test	Method	UNITS/ Cond	Limit	Results
pH	EPA 150.1	SU	6.0-9.0	
Oil & Grease (Hexane Extractable Material)	EPA 1664A	MG/L	15max	
Total Settable Solids	SM 2540F	ML/L	0.10max	
Benzene	SW 8260B	UG/L		
Ethyl Benzene	SW 8260B	UG/L		
Naphthalene	SW 8260B	UG/L		
Toluene	SW 8260B	UG/L		
Xylenes, Total	SW 8260B	UG/L		

PP2 Outfall 002				
Quarterly (Feb; May; August; November)				
Test	Method	UNITS/ Cond	Limit	Results
pH	EPA 150.1	SU	6.5-8.5	
Oil & Grease (Hexane Extractable Material)	EPA 1664A	MG/L	15max	
Benzene	SW 8260B	UG/L	1.0max	
Ethyl benzene	SW 8260B	UG/L	5.0max	
Naphthalene	SW 8260B	UG/L	10.0max	
Toluene	SW 8260B	UG/L	5.0max	
1,2 Xylene (Ortho-Xylene)	SW 8260B	UG/L	5.0max	
Test	Method	UNITS/ Cond	Limit	Results
Sum of 1,3-Xylene and 1,4-Xylene (Xylene, Meta & Para)	SW 8260B	UG/L	10.0max	

PP2 (6) Monitoring Wells	
Twice per Year (June and December)	
Method	TEST
EPA 602/625	

WATER TESTING SERVICES

DATE: 04/25/23

NAME: Andrew Jones

ADDRESS: 575 Broad Hollow Road

Melville, NY 11747

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) proposal is made in good faith and without collusion or connection with any other person submitting a proposal 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 Candidates, the Form of Contract, Specifications, and the Form of Proposal and that (he, they) hereby (proposes, propose) to furnish all services, 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 "Instructions", all of which are a part of the Contract to such an extent as they relate to or govern the obligations herein proposed to be assumed and in accordance with the directions or instructions by the Superintendent acting for the Village of Freeport.

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM
SPECIFICATION BOOK

NOTES:

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

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

NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM
SPECIFICATION BOOK

NON-COLLUSIVE BIDDING CERTIFICATION

1. a. By submission of this proposal, each Candidate and each person signing on behalf of any Candidate certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - i. The prices in this proposal 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 Candidate or with any competitor;
 - ii. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Candidate and will not knowingly be disclosed by the Candidate prior to opening, directly or indirectly, to any other Candidate or to any competitor; and
 - iii. No attempt has been made or will be made by the Candidate to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- b. A proposal 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 Candidate cannot make the foregoing certification, the Candidate shall so state and shall furnish therefore. Where (a) i and ii and iii above have not been complied with, the proposal 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 proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Candidate (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 proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Candidate 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 proposal 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 Candidate, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

CANDIDATE:

Pace Analytical Services LLC

CANDIDATE'S ADDRESS:

575 Broad Hollow Rd Melville, NY 11747

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

41-182-1617

CANDIDATE'S TELEPHONE (DAY):

516 375 6000

(NIGHT - EMERGENCY):

631-260-7554

FAX NUMBER:

5168865526

SIGNED BY:



Michael E. Miller

TITLE:

General Manager

DATE:

4/26/2023

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

NAME & TITLE	ADDRESS
_____	_____
_____	_____
_____	_____

NAME OF CANDIDATE:

Pace Analytical Services LLC

BUSINESS ADDRESS OF CANDIDATE:

575 Broad Hollow Road Melville NY 11747

DATED AT: _____ THE _____ DAY OF _____

REFERENCES

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

1)

Name: Tom Fox

Company: Dvirka and Bartilucci

Address: 330 Crossways Park Drive
Woodbury, NY 11797

Phone: 516-364-9890 Ext 3068

2)

Name: Derek Ersbak

Company: P.W. Grosser Consulting

Address: 630 Johnson Avenue
Bohemia, NY 11716

Phone: 631-589-8705

3)

Name: Andrew Manfredi

Company: H2M

Address: 538 Broad Hollow Road, Melville Ny 11747

Phone: 631-756-8000

PRICING

<u>Water Sampling</u>				
Location	Frequency	Units	Unit Price	Annual Price
PP1 Well Point System	Weekly when pumping (ESTIMATE: Please assume 26 weeks of sampling)	26	\$75	\$1,950.00
PP1 Outfall 001	Monthly	12	\$155	\$1,860.00
PP1 Outfall 001	Quarterly (Feb; May; August; November)	4	\$155	\$620.00
PP2 Outfall 001	Quarterly (Feb; May; August; November)	4	\$123	\$492.00
PP2 Outfall 002	Quarterly (Feb; May; August; November)	4	\$107	\$428.00
PP2 (6) Monitoring Wells	Twice per Year (June and December)	2	\$1,380	\$2,760.00

Annual Total in Numbers:

\$8,110.00

Annual Total in Words:

Eight Thousand One Hundred Ten and 00/100

PROPOSAL
WATER TESTING SERVICES
as per specifications, or equal

NAME OF
CANDIDATE Pace Analytical Services LLC

ADDRESS 575 Broad Hollow Road Melville NY 11747

MAILING ADDRESS/P.O. BOX _____

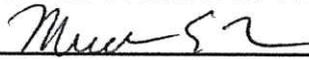
TELEPHONE NO. (516) 370-6000

FAX NO. _____

EMAIL Andrew.jones@pacelabs.com

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

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

<u></u>	<u>General Manager</u>	<u>4/26/23</u>
(Signature of Candidate)	(Title)	(Date)
<u>Michael E. Miller</u>	<u>516-370-3000</u>	
(Print or Type Name)	(Telephone)	

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

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 April 5, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 3, 2023:

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

WHEREAS, the Freeport Electric Department requires water analysis services from a New York certified laboratory in order to comply with the regulations of the New York Department of Environmental Conservation and the Environmental Protection Agency; and

WHEREAS, the procurement of these services is best accomplished through the use of a formal Request for Proposals; and

WHEREAS, these testing services apply to both Power Plant 1 and 2; and

WHEREAS, the specifications cover the period commencing June 1, 2023 through February 28, 2026, with an option for renewal for up to two (2) additional years; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to publish a Request for Proposals for the "Water Testing Services" in the Freeport Herald and other relevant publications of general circulation on April 6, 2023, with specifications available from April 10, 2023 through April 28, 2023, with a return date of April 28, 2023.

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: May 1, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Consulting Agreement – AECOM Technical Services, Inc.

AECOM Technical Services, Inc., formerly known as ENSR, has provided environmental consulting services to Freeport's Electric Utility for over fifteen years. The Utility uses AECOM's services on an as needed basis for various environmental management issues. In addition, AECOM assists the Utility with the submittal of certain reports and certifications required by the New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA). Listed below are some of the services that AECOM provides.

- Preparation of annual compliance certifications.
- Preparation of annual emissions statements.
- Preparation of quarterly data reports for the LM6000 unit.
- Preparation of semi-annual monitoring reports.
- SO₂/NO_x allowance reporting and management for the LM6000 unit.
- Greenhouse gas emissions reporting for Power Plant 2.
- Preparation of Engine MACT compliance for Power Plant 1.

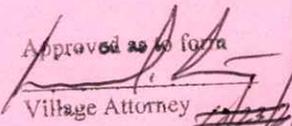
AECOM also serves as agent for Freeport Electric in emissions markets such as EPA's Clean Air Market Program and the Regional Greenhouse Gas Initiative. Attached for your review is a renewal agreement for AECOM Technical Services, Inc., to provide general environmental services to the Inc. Village of Freeport. To date, we expended \$35,283.96 out of the \$45,000.00 allocated for the current contract.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve that AECOM Technical Services, Inc. of 250 Apollo Drive, Chelmsford, Massachusetts 01824, perform, on an as needed basis, general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000.00, from March 1, 2023 to February 29, 2024. Although, the hourly rates for the year 2023 has increased by \$15 to \$35 dollars, depending on the category of people working on the project, FE does not expect this to have an effect on the overall cap which will remain the same as in the current contract. These services will be charged to E7143151 510000 – Power Plant 1; E7143152 510000 – Power Plant 2 and E7143156 510000 – LM6000. Further, that the Mayor be authorized to execute any and all documents necessary and proper to effectuate this agreement. There are sufficient funds in the referenced accounts to cover these costs.



Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village
of Freeport, ou=Freeport Electric,
email=alivingston@freeportelectric.co
m, c=US
Date: 2023.05.04 09:50:15 -0400

Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Village Attorney
5/10/2023

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

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

WHEREAS, AECOM Technical Services, Inc. has provided environmental consulting to Freeport's Electric Utility for over fifteen years on an as needed basis for various environmental management issues; and

WHEREAS, AECOM assists the Utility with the submittal of certain reports and certifications required by the New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA); 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, AECOM serves as an agent for Freeport Electric in emissions markets such as EPA's Clean Air Market Program and the Regional Greenhouse Gas Initiative; and

WHEREAS, \$35,283.96 was spent on services from AECOM in the 2022/2023 fiscal year; and

WHEREAS, the cost of AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2023 to February 29, 2024; and

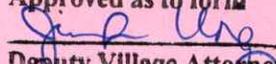
WHEREAS, although hourly rates are increasing by \$15-35 per hour, the total contract cap of \$45,000 will remain the same as the 2022/2023 contract; and

WHEREAS, these services will be charged to E7143151 510000 – Power Plant 1; E7143152 510000 – Power Plant 2 and E7143156 510000 – LM6000 and there are sufficient funds in the referenced accounts to cover these costs; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute the renewal agreement between the Village of Freeport and AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2023 to 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

CONSULTING AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

AECOM TECHNICAL SERVICES, INC.

MARCH 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 _____, 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 AECOM TECHNICAL SERVICES, INC., with offices located at 250 Apollo Drive, Chelmsford, Massachusetts 01824-3627 (hereinafter referred to as "AECOM"):

WITNESSETH:

WHEREAS, AECOM has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport Electric Utility, in particular the performance of general environmental services for Freeport's Power Plants One and Two, and;

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

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

TERMS AND CONDITIONS

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

1. *Contract.*

IVF hereby contracts with AECOM as an independent contractor, and AECOM hereby accepts contract based upon the terms and conditions hereinafter set forth.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 29, 2024 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. The IVF will compensate AECOM for only those services rendered prior to the termination of the contract.

3. *Compensation.*

AECOM hereinafter agrees to provide general environmental services for Power Plants One and Two for a total cap of \$45,000, payable at the rates delineated in Attachment A.

4. Duties.

AECOM shall provide general environmental services to the IVF as needed. The general environmental services to be provided include, inter alia:

- Preparation of annual compliance certifications.
- Annual emissions statements.
- Quarterly data reports for the LM6000 unit.
- Semi-annual monitoring reports.
- SO₂/NO_x allowance reporting and management for the LM6000 unit.
- Greenhouse gas emissions reporting for Power Plant 2.
- Engine MACT compliance for Power Plant 1.

5. Extent of Services.

AECOM shall devote such time, attention and energies to the IVF as is required. AECOM shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, provided, however, that AECOM shall not disclose any information, IVF documents and/or other information given to or acquired by AECOM in the course of performing its duties.

6. Expenses.

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

7. No Participation.

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

8. Death or Disability.

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

9. *Assignment.*

This Agreement may not be assigned by AECOM 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 designated in writing by one party to the other):

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

AECOM
250 Apollo Drive
Chelmsford, MA 01824-3627

11. *Confidentiality.*

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

12. *Entire Agreement and Waiver.*

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

13. *Amendments.*

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

14. *Parties in Interest.*

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

15. *Severability.*

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

16. *Subject Headings.*

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

17. *Applicable Law.*

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

18. *Disclosure.*

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

19. *Remedies.*

Neither party, nor their parent, affiliated nor subsidiary companies, nor their officers, directors, agents, employees nor contractors shall be liable to the other for incidental, indirect, special, collateral, consequential, and exemplary or punitive damages arising out of or related to the Services, whether based on contract, sole or other negligence, or strict liability, statutory or otherwise.

20. *Force Majeure.*

AECOM shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosion, acts of nature, acts of government, labor disturbances, delays in transportation or inability to obtain materials or equipment.

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

INCORPORATED VILLAGE OF FREEPORT

BY: _____
MAYOR ROBERT T. KENNEDY

AECOM TECHNICAL SERVICES, INC.

BY: Stormwind, Digitally signed by Stormwind, Brian
DN: cn=Stormwind, Brian,
ou=US/CH1,
email=Brian.Stormwind@aecom.com
Date: 2023.04.28 11:27:27 -0400
Brian _____
**BRIAN STORMWIND,
ASSOCIATE VICE PRESIDENT
ENVIRONMENT**

APPROVED AS TO FORM:

Howard Colton
Village Attorney

ATTACHMENT A Commercial Terms



Village of Freeport Time and Materials Agreement Effective March 1, 2023 for New Contracts & Purchase Orders

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and the Incorporated Village of Freeport ("Client"), referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Classification	Rate/Hour
Technician I, Project Administrator I	\$85.00
Technician II, Project Administrator II	\$95.00
Technician III, Scientist I, Project Administrator III, Data Administrator I, CAD/GIS Specialist I, Engineer I, Project Manager I	\$105.00
Technician IV, Scientist II, Project Administrator IV, Data Administrator II, CAD/GIS Specialist II, Engineer II, Project Manager II	\$130.00
Technician V, Scientist III, Project Administrator V, Data Administrator III, CAD/GIS Specialist III, Engineer III, Project Manager III	\$155.00
Technician VI, Scientist IV, Data Administrator IV, CAD/GIS Specialist IV, Engineer IV, Project Manager IV	\$165.00
Scientist V, Data Administrator V, CAD/GIS Specialist V, Engineer V, Project Manager V	\$200.00
Scientist VI, CAD/GIS Specialist VI, Engineer VI, Project Manager VI	\$240.00
Scientist VII, Engineer VII, Project Director	\$280.00
Scientist VIII, Engineer VIII, Sr. Project Director	\$305.00

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER – AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged at cost.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 46st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

ATTACHMENT A

Commercial Terms



Village of Freeport Time and Materials Agreement Effective March 1, 2023 for New Contracts & Purchase Orders

SECURITY INTEREST – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms and the attached Consulting Agreement govern the performance of the Services and rights and obligations of the parties.

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 13, 2022
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 12, 2022:

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

WHEREAS, AECOM Technical Services, Inc. has provided environmental consulting to Freeport's Electric Utility for over fifteen years on an as needed basis for various environmental management issues; and

WHEREAS, AECOM assists the Utility with the submittal of certain reports and certifications required by the New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA); 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, AECOM serves as an agent for Freeport Electric in emissions markets such as EPA's Clean Air Market Program and the Regional Greenhouse Gas Initiative; and

WHEREAS, the cost of AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2022 to February 28, 2023; and

WHEREAS, to date, AECOM has rendered \$31,073.12 in services that will be allocated against this \$45,000 contract; and

WHEREAS, these services will be charged to E7143151 510000 – Power Plant 1; E7143152 510000 – Power Plant 2; and E7143156 510000 – LM6000 and there are sufficient funds in the referenced accounts to cover these costs; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute the renewal agreement between the Village of Freeport and AECOM Technical Services Inc., 250 Apollo Drive, Chelmsford, Massachusetts 01824, on an as needed basis for the performance of general environmental services pertaining to Freeport's Plants 1 and 2 for a cap of \$45,000 retroactively from March 1, 2022 to February 28, 2023.

The Clerk polled the Board as follows:

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

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

cc:

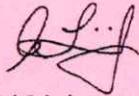
<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: May 5, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Legal Services Agreement – Rate Case
Duncan, Weinberg, Genzer & Pembroke, P.C.
May 15, 2023 – February 29, 2024

Attached for your review is a legal services agreement for Duncan, Weinberg, Genzer & Pembroke, P.C. (DWGP) to provide legal representation associated with the filing of an electric rate case before the New York Public Service Commission (PSC). DWGP will be assisting our staff with preparing for the filing, briefing PSC staff, attending pre-file meetings, preparing the case for trial, attending the hearing before the Administrative Law Judge, attending the public statement hearing, and negotiating a settlement. The not to exceed amount of the agreement for these services is \$100,000.00 plus expenses.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Village retroactively enter into a legal services agreement with Duncan, Weinberg, Genzer & Pembroke, P.C., of 1667 K Street, N.W., Suite 700, Washington, DC 20006 for representation relating to the filing of an electric rate case for a cost of \$100,000.00 plus expenses for the term March 10, 2023 to February 29, 2024. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement. All expenses related to the rate case shall be charged to WO #2508 (E110000). There are sufficient funds available for this expense. Expenses related to a rate case filing are recoverable.



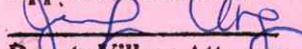
Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc,
Village of Freeport, ou=Freeport
Electric,
email=alivingston@freeportelectric
.com, c=US
Date: 2023.05.05 10:37:25 -0400

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db
Attachment

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

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

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

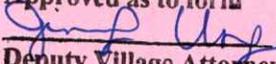
WHEREAS, DWGP will assist staff with preparing for the filing, briefing the PSC staff, attending pre-file meetings, preparing the case for trial, attending the hearing before the Administrative Law Judge, attending the public statement hearing, and negotiating a settlement

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

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

The Clerk polled the Board at follows:

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

Approved as to form

Deputy Village Attorney

March 14, 2023

VIA E-MAIL

Al Livingston, Jr.
Superintendent of Electric Utilities
Freeport Electric
Incorporated Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

Re: Representation in Upcoming Rate Case – Major Rate Case / Supplemental
Legal Services Agreement

Dear Al:

This Agreement is effective when executed, between Duncan, Weinberg, Genzer & Pembroke, P.C. (“Firm”), a District of Columbia professional corporation (EIN 52-1073544), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, and the Incorporated Village of Freeport, relating to representation associated with Freeport Electric (“Client” or “Village”) for the upcoming electric rate case before the New York Public Service Commission.

Based on our recent experience with our estimate for fees for this rate case is approximately \$100,000. This estimate includes assisting Village staff and consultants with preparation of testimony, briefing Department of Public Service (“DPS”) Staff, attending pre-filing meetings with the Village and DPS Staff, preparation of the case for trial, attendance at the hearing before the administrative law judge, attendance at the public statement hearing, briefing of the case, settlement negotiations, etc. Expenses would be additional. This is an estimate only and can vary depending on the strength of the case, level of DPS Staff concerns, and the level of public scrutiny, *i.e.*, intervenors.

This estimate is for a rate case which generally would have new rates implemented eleven months after the date of filing.

The Firm hereby agrees to continue to perform legal services for and on behalf of Client and Client hereby authorizes the Firm to continue to perform legal services with regard to matters as may be mutually agreed.

The Firm will be compensated for professional services at the following hourly rates through February 29, 2024, with the new rates (in parentheses) in effect from April 1, 2023 (these new rates will apply to all Freeport matters, effective April 1, 2023):

Sr. Principals	\$385 (\$395) /hr
Principals/Of Counsel	\$385 (\$395) /hr
Senior Associates	\$335 (\$345) /hr
Associates	\$310 (\$320) /hr
Non-Attorney Staff	\$250 (\$260) /hr
Senior Paralegal Staff	\$200 (\$210) /hr
Other Paralegal Staff and Law Clerks	\$190 (\$195) /hr

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

As has been the case since the 1980's, the undersigned will be responsible for managing this case. The Firm may assign other attorneys. The Firm will continue to submit monthly itemized bills, due upon receipt, for professional legal service fees, and reimbursable expenses which may include, but are not limited to: travel expenses, long distance telephone charges, on-line computer research, outside photocopying charges, postage and delivery costs, filing fees, transcript costs, support staff overtime and notary fees, and the cost and expenses, if any, of consultants retained by the Firm with the approval of the Client.

We appreciate the continued opportunity to work with the Incorporated Village of Freeport, Freeport Electric. For purposes of this case, the agreement period is from March 10, 2023 to February 29, 2024. Please indicate your agreement by signing below and forward one copy for our files. We have also attached our Standard Terms of Engagement for Legal Services, which are incorporated by reference herein.

Sincerely,

/s/ Jeffrey C. Genzer

Jeffrey C. Genzer

Agreed:

On behalf of the Incorporated Village of Freeport

Dated: _____

cc: Donna Barr

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

Standard Terms of Engagement for Legal Services

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

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

Scope of Engagement

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

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

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

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

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

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

How Fees Will Be Set

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

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

Costs and Expenses

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

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

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

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

Billing Arrangements and Terms of Payment

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

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

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

Termination of Representation

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

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

Document Retention

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

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: May 5, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: GDS Associates, Inc. – Professional Services Agreement

The Village is in the process of preparing and filing a rate case with the New York State Public Service Commission (PSC). This process requires the assistance of rate case consultants. GDS Associates, Inc. (GDS), will be assisting the Village with the preparation and filing of the rate case.

GDS's scope of work will include the following duties:

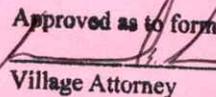
- Assist staff in preparation of rate case cost of service and rate base exhibits associated with filing a rate application with the PSC.
- Review cost of service and exhibits necessary for rate case filing with the PSC.
- Assist in developing rate case testimony in support of any rate case filing.
- Review the rate case, direct, and rebuttal testimony, including exhibits.
- Participate in discussions with PSC staff and attorneys, as requested.
- Review and develop responses to PSC staff interrogatories and/or information data requests.
- Attend and participate in any judicial proceedings, as ordered by the PSC.
- If requested, be available to provide expert testimony in support of any rate case filing.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board approve a rate case consulting services agreement with GDS Associates, Inc., 1850 Parkway Place, Suite 800, Marietta, GA 30067 for the estimated cost of \$100,000.00 plus expenses. The contract period will run from May 15, 2023 through February 29, 2024. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement. This service shall be funded through budget line E110000 WO #2508. There are sufficient funds available to cover this cost.



Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc.
Village of Freeport, ou=Freeport
Electric,
email=alivingston@freeportelectri
c.com, c=US
Date: 2023.05.05 15:01:27 -0400

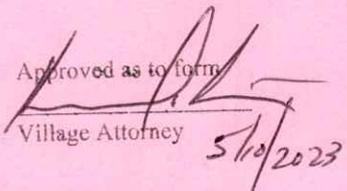
Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Village Attorney

5/10/2023

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

Village Attorney 5/10/2023

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

WHEREAS, the Village is in the process of preparing and filing a rate case with the New York State Public Service Commission (PSC); this process requires the assistance of rate case consultants; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval to enter into a contract with a professional consulting and engineering firm with the expertise of technical assistance with electric, natural gas, water, and wastewater utility projects or studies; 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, GDS Associates, Inc., 1850 Parkway Place, Suite 800, Marietta, GA 30067 possesses those certain skills, knowledge, and expertise of a specialized nature; and

WHEREAS, GDS Associates, Inc., will be assisting the Village with the preparation and filing of the rate case; and GDS's scope of work will include the following duties:

- Assist staff in preparation of rate case cost of service and rate base exhibits associated with filing a rate application with the PSC.
- Review cost of service and exhibits necessary for rate case filing with the PSC.
- Assist in developing rate case testimony in support of any rate case filing.
- Review the rate case, direct, and rebuttal testimony, including exhibits.
- Participate in discussions with PSC staff and attorneys, as requested.
- Review and develop responses to PSC staff interrogatories and/or information data requests.
- Attend and participate in any judicial proceedings, as ordered by the PSC.
- If requested, be available to provide expert testimony in support of any rate case filing.

WHEREAS, the rate case consulting services agreement with GDS Associates, Inc. will be for a term from May 15, 2023 through February 29, 2024 for the estimated cost of \$100,000.00 plus expenses; and

WHEREAS, this service shall be funded through budget line E110000 WO #2508 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 authorized to execute any documentation necessary to effectuate a rate case consulting services agreement with GDS

Associates, Inc., 1850 Parkway Place, Suite 800, Marietta, GA 30067, for a term from May 15, 2023 through February 29, 2024 for the estimated cost of \$100,000.00 plus expenses.

The Clerk polled the Board as follows:

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



Michele Slater, Principal
Rates & Regulatory
Michele.slater@gdsassociates.com
direct 407-563-4461
cell 404-229-8193

April 4, 2023

Al Livingston Jr.
Superintendent of Electric Utilities
Inc. Village of Freeport
Freeport Electric
220 West Sunrise Highway
Freeport, NY 11520

RE: Proposal for Rate Case Consultant

Dear Mr. Livingston,

We appreciate you contacting us seeking a rate case consultant to assist Freeport Electric in preparing for a filing at the New York Department of Public Service ("DPS") in the near future. We are pleased to present this proposal for GDS Associates ("GDS") to provide these professional services.

In order to gauge the scope of work and the expertise needed, we consulted with attorneys at Duncan, Weinberg, Genzer & Pembroke. Additionally, we reviewed past filings at the DPS. We acknowledge that a more precise cost estimate is dependent on the final scope of services and the outcome at various stages of the rate case.

This proposal includes the bios of select key consultants that have the expertise required to prepare the rate case and support that filing before the DPS. As described in further detail within the proposal, GDS divides the project into three phases. This proposal describes our detailed approach to cost of service and rate design, as well as outlines key tasks for engagement with the DPS Staff, and if necessary, adjudication before the DPS Commissioners.

We look forward to answering any questions you may have about our qualifications and proposal.

Sincerely,

/s/ Michele M. Slater

Principal, Rates & Regulatory



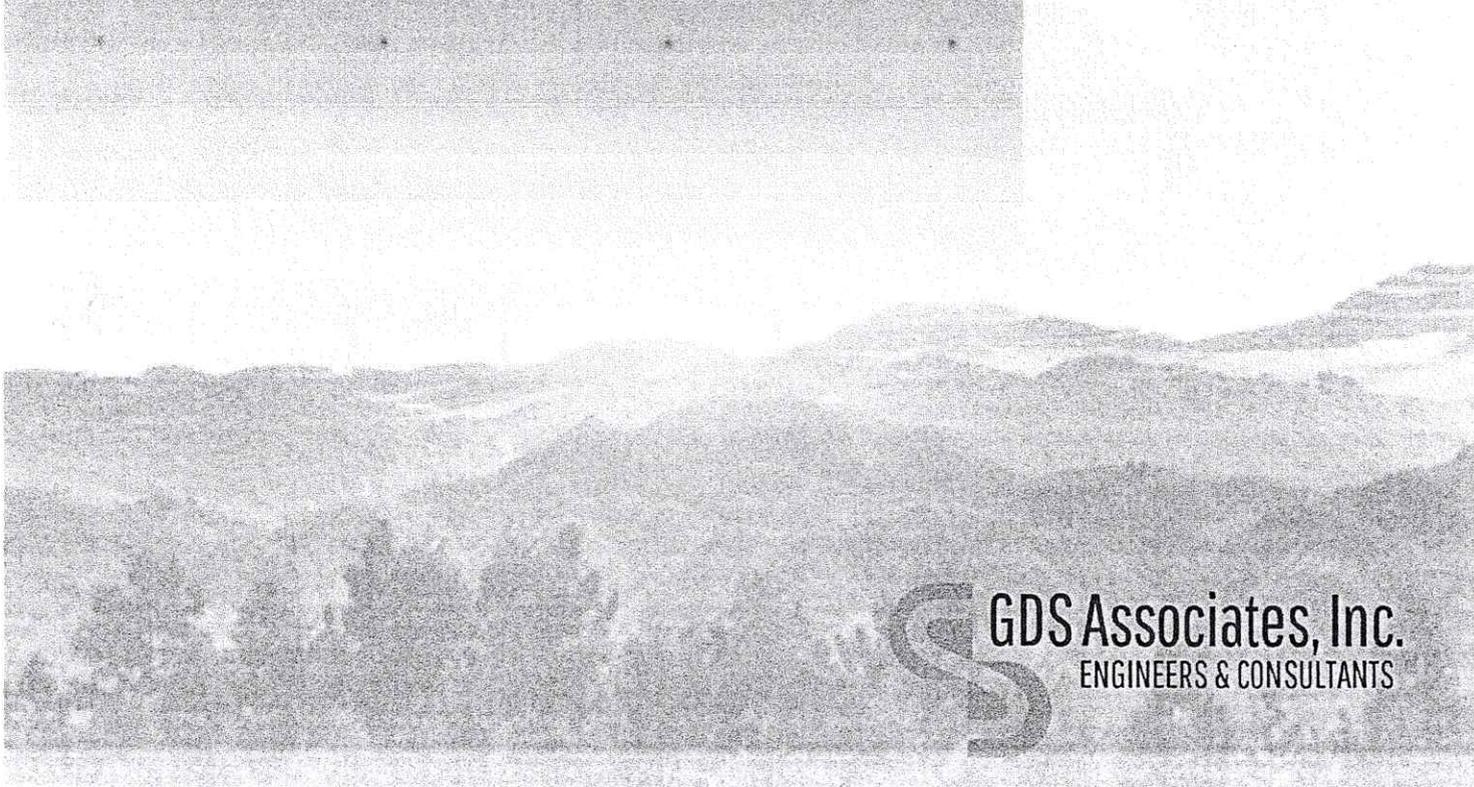
PREPARED BY GDS ASSOCIATES, INC.

Freeport Electric

Inc. Village of Freeport

Proposal for Rate Case Consultant

April 4, 2023



 **GDS Associates, Inc.**
ENGINEERS & CONSULTANTS

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1 Introduction and Overview

1.1 ABOUT GDS ASSOCIATES

GDS is a multi-service consulting and engineering firm formed in 1986 and now employs a staff of more than 180. Headquartered in Georgia, GDS also has offices in Alabama, Florida, Maine, New Hampshire, Oregon, Texas, Washington, and Wisconsin. GDS' annual revenues in 2022 were \$48 million.

We offer a broad range of expertise to clients needing technical assistance with electric, natural gas, water, and wastewater utility projects or studies. GDS' clients are principally publicly-owned utilities such as cooperatives, municipals, and joint action agencies. Services are also rendered to regulatory agencies, commercial/industrial entities, utility consumer groups, and state and federal governments.

GDS' primary consulting activities in the electric utility area are related to power supply planning, pricing of electric service transactions (both purchases and sales at wholesale and retail), retail and wholesale rate and cost of service studies, valuation/acquisition analyses, regulatory matters pertaining to all facets of electric utility planning, operations and purchases/sales, and a host of related rate, cost of service, and financial related assignments.

1.2 GDS PERSONNEL AND BIOGRAPHIES

Our consultants are recognized leaders in their respective fields, dedicated to their clients, innovative in their approach to meeting unique challenges, and known for consistently being available when needed. We pride ourselves on staffing our projects with the right consultants for the job. To that end, we have identified a team of consultants with the breadth of expertise required to support the Village with its electric rate filing throughout all stages of the project.

Michele Slater, Principal GDS Associates, with the Rates and Regulatory group. Michele has three decades of experience in the electric utility industry. Throughout her career Michele has provided consulting services to a wide range of industry stakeholders and their counsel including, electric cooperatives, municipal power systems, investor-owned utilities, RTOs, independent power producers, and other private parties, as well as state public service commissions and state attorney general offices. Ms. Slater's consulting engagements have included strategic initiatives, litigation support, expert witnessing and rate design.

Since joining GDS in the Rates & Regulatory group in 2016, Ms. Slater's work has included cost of service and revenue requirements for wholesale transmission rates, all-requirements rates, member rate filings for regulated G&T cooperatives, and numerous reactive power and other ancillary service rate filings at the Federal Energy Regulatory Commission ("FERC"). Michele has also provided expert testimony in several proceedings before FERC. Michele expertly assists her clients navigate the regulatory processes. Ms. Slater holds a Bachelor of Mechanical Engineering from the Georgia Institute of Technology and an MBA from Tulane University, where she graduated with honors.

Brent Saylor, Vice President, of GDS and currently works in the areas of wholesale and retail rate studies, COS analyses, financial forecasts and other financial and rate design consulting services. He has worked with distribution cooperative, municipal, and generation and transmission (G&T) cooperative utilities to successfully design, implement and administer retail and wholesale rates. Mr. Saylor has extensive experience with both traditional COS and ratemaking techniques as well as time-based and dynamic pricing alternatives. Brent has conducted numerous economic analyses of Demand Side

Management (“DSM”) activities for both distribution and power supply utilities. Brent also has significant experience working with utilities in the evaluation of economics as well as the in the design of renewable energy pricing alternatives including community solar, VOS, net metering, net billing and other types of special rates for utilities that receive and purchase power from customer-owned renewable energy systems.

Brent and Jake Thomas led an effort to author “*Distributed Energy Resources Compensation and Cost Recovery Guide*” in coordination with the NRECA to offer to its members. The guide includes content regarding current trends in DER compensation and cost recovery methods, regulation, stakeholder engagement, integration of multiple programs, and coordination between G&T and distribution cooperatives. Prior to joining GDS, Brent worked for Oglethorpe Power Corporation for more than 16 years, and managed the rates and pricing area, as well as providing significant support to marketing, power supply and corporate restructuring efforts.

Jacob M. Thomas, P.E., Principal of GDS, specializes in statistics, economic analysis and quantitative research, including retail and wholesale rates, cost of service, demand-side management evaluation and impact analysis, load forecasting, load research, market research, economic impact analysis and various data mining and analysis applications. Over his 20 years of experience with GDS, Mr. Thomas has worked on rate and cost of service studies for municipal and cooperative clients throughout the country. He has expertise and experience designing different rate design concepts including dynamic pricing, residential demand, special contracts, and other non-traditional rate concepts. He has worked with municipal utilities to develop financial forecasts, to establish appropriate cash and reserve levels, and in support of debt restructuring and loan applications. Along with Mr. Saylor, Jacob was a co-author of the AMP Focus Forward Member Toolkit, the AMP Rate Design Guide portion, which summarized industry methods for compensation of distributed energy resources. He was also a senior member of the project team that performed an analysis of Commercial Value of Solar (“VOS”) rate design for Austin Energy, taking the lead on a time-of-use VOS design alternative.

Jacob has been an expert witness in regulatory proceedings in Michigan, North Carolina, North Dakota, Utah, and Vermont and has co-authored reports submitted to regulators and/or legislatures in Delaware, North Carolina, Kentucky, and Vermont. Mr. Thomas has made presentations regarding retail rate and cost of service topics at national and regional conferences. He has conducted load forecasting webinars and was an instructor at the Institute of Public Utilities Forecasting Workshop in 2012. Mr. Thomas holds a BS Degree in Industrial Engineering from the Georgia Institute of Technology and an MBA from Auburn University with a concentration in Finance. He is a registered Professional Engineer in the State of Georgia and a member of the National Society of Professional Engineers, the American Statistical Association and the Institute of Industrial Engineers.

Daniel Cordell, Analyst, brings utility rates and regulatory experience and has served as an analyst on several electric, water, wastewater, and natural gas rate cases involving investor-owned utilities. Prior to joining GDS, Mr. Cordell served as a Public Utility Analyst for the Florida Public Service Commission in Tallahassee, Florida. In that capacity, he analyzed the annual fuel clause filings for every investor-owned electric utility in Florida, served as lead analyst and point of contact for net metering issues, and assisted with staff-assisted rate cases for small utilities.

At the time of this proposal all resources have the availability to support the project. Should additional consultants or skillsets be required, we will draw upon our other resources to assemble the best team for the project.

2 Scope of Services

GDS identifies up to three distinct phases in the rate case process. The first phase encompasses all pre-filing activities including performing the cost-of-service (COS) study and development of all exhibits necessary for filing with the NY DPS. The second phase is the post-filing settlement engagement with the DPS Staff, with the goal of achieving a joint proposal. In the event that a joint proposal that is satisfactory to Freeport Electric could not be achieved, a third phase, Adjudication, may be necessary. GDS is prepared to provide consulting services at each of these phases, as described in more detail below.

2.1 PHASE I – PRE-FILING: COST OF SERVICE STUDY AND DEVELOPMENT OF FILING EXHIBITS

2.1.1 Load Forecast Development

GDS will develop a load forecast for use in the cost of service study. We recommend development of a bottom-up load forecast, projecting number of consumers and energy sales by class and then aggregating that to total energy sales, energy requirements, and peak demands. The GDS load forecasters will develop projections using industry standard statistical modeling methods including Statistically Adjusted End-Use (“SAE”) and econometric approaches. We will discuss the various methods with Freeport Electric staff during a project kickoff meeting as the methods selected will depend on data availability. GDS will generate projected number of customers and energy sales by class, assist with development of projected billing units, and generate projected total system energy requirements and peak demand. GDS will also provide written testimony in support of the load forecast if necessary as part of the rate case filing.

2.1.2 Cost of Service and Retail Rate Study

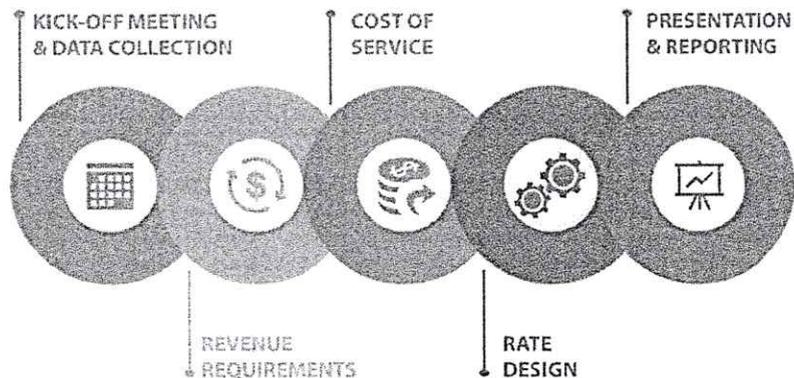
There are generally five major steps in the typical COS study and Rate Study conducted by GDS as shown in Figure 2-1. GDS has developed this scope assuming Freeport Electric has not completed a cost of service and retail rate design study. If so, GDS would be happy to adjust our scope of work and cost estimates to reflect only the work for which Freeport Electric will need assistance.

Kickoff Meeting and Data Collection

Once the project has commenced, an initial data request will be developed by GDS and provided to Freeport Electric staff prior to a project kickoff meeting.

The meeting will be conducted to ensure the objectives and scope of the project as desired by Freeport Electric are understood by GDS, confirm the schedule of milestones, discuss project approaches and methodologies, and begin discussion of key data items including any questions Freeport Electric staff may have about the

FIGURE 2-1 PROCESS FLOW OF COST-OF-SERVICE STUDY



initial data request. We understand the level of payment in lieu of taxes (“PILOT”) is an important issue with respect to the case. A robust discussion about the PILOT and how GDS might assist Freeport Electric in defending its PILOT and resultant cost of service and rates would be part of the kickoff meeting agenda.

Revenue Requirement

The next step is an overall financial review of the utility to determine Freeport Electric’s total revenue requirements and the magnitude of any required changes in the overall level of revenue.

GDS will work with Freeport Electric staff to identify cost elements where known and measurable changes should be made to test year operating results to reflect normalized ongoing operations and costs. Typically, adjustments are made to reflect the current operating budget with additional possible adjustments for wage increases, extraordinary costs in the test year, capital planning, or similar considerations. If any adjustments are necessary to reflect changes in future sales levels, GDS can work with Freeport Electric staff to develop projected demand and energy billing determinants for each rate class.

The step also includes determining the overall change in revenue required to provide for adequate funding for all capital expenditures, operating expenses, debt service requirements, PILOT payments, and to maintain sufficient cash balances and capital reserves. Key financial metrics such as cash levels, debt service coverage, times interest earned ratios, cost of capital, capital expansion planning, and impacts on equity will be evaluated as appropriate.

Cost of Service

The third step in this phase of the project is an allocated COS analysis, which will be conducted using the adjusted test year revenue requirements results.

The COS analysis is conducted to determine the adequacy of the revenues produced by each of the retail rate classes (and/or rate schedules, reference to rate classes herein can be interpreted as rate class, revenue class, or rate schedule) in light of the cost of providing service to the customers served under those rate schedules. This analysis provides the basis for a more equitable, cost-based approach in determining the revenue requirements and retail rate charges for the various rate classes.

If desired by Freeport Electric, GDS will review existing rate classes and recommend whether there is a need for additional rate classes or if changes should be implemented in the applicability provisions of the existing rate classes. GDS will project revenue impacts caused by customers shifting between rates. Once the recommendations are accepted by Freeport Electric management, then GDS will proceed with cost of service and rate design based on any revisions to the make-up of the rate classes.

The techniques and procedures used by GDS to perform the cost allocation studies follow the guidelines set forth in the Cost Allocation Manual prepared by the National Association of Regulatory Utility Commissioners (“NARUC”). The NARUC cost allocation principles are widely considered as an industry standard. The manual provides a range of acceptable cost allocation methods, and GDS uses the methods that are most appropriate for each client. Use of the manual is an important step in regulated studies.

FIGURE 2-2 THREE STEPS OF A COST-OF-SERVICE STUDY



The COS will identify the margins and rate of return for each of Freeport Electric’s electric rate classes. GDS will work with Freeport Electric staff to develop recommendations for whether differences in the rates of return should be revised to achieve more equitable levels in proposed rates.

The COS analysis will allocate utility plant investment (and other rate base items) and adjusted operating expenses to the retail rate classes in order to determine the adequacy of the revenues provided by the rates applicable to those classes. We will also identify the rate of return for each rate class. GDS will provide recommendations for whether the differences in the rates of return should be revised or reduced.

The allocated COS process routinely employed by GDS develops functionalized and unbundled costs including customer, generation, transmission and distribution demand, and energy related costs. The identification of customer and demand-related costs are invaluable in understanding the fixed costs the utility incurs to provide service to customers.

The use of interval (e.g., hourly or 15-minute) load data can be an invaluable source of information in the development of a COS study and rate development. In recent years, use of interval load data has become a standard practice in the projects we conduct, and GDS has experience in working with many types of datasets and volumes of data.

Rate Design

This step of the project consists of a detailed review of the retail electric rate charges and provisions in current rate schedules. The prior two steps, revenue requirements and COS, serve as important inputs into the rate design process.



GDS has a broad base of retail rate design experience in the development of rates for residential, small commercial, agricultural and large power customers. GDS has experience with both traditional cost of service and ratemaking techniques as well as innovative rates that are now more viable with advanced metering systems.

Should Freeport Electric determine that any new rate classes are warranted, new rate structures will be developed for any such new rate classes. The recommended rate levels will be developed so that the total utility revenue requirements are achieved. The rates will also

be developed so that the revenues from each rate class fully reflect, to the extent practicable, the costs of providing service to that class including reasonable margins and giving consideration to the level of cost recovery provided by present rates for each customer class. We will begin by recommending revenue levels for each class, taking comparative cost of service results and total system revenue requirements into account. These will be reviewed and approved by Freeport Electric staff.

GDS consultants have extensive experience with customizing innovative rate designs including varying degrees of time-of-use (“TOU”) tariffs, critical peak pricing, market rates (real-time and day-ahead), residential demand and rates designed to recover regional wholesale energy market rates. Our consultants have also designed and implemented a range of demand response rate portfolios including interruptible/curtailable tariffs, load control-incentives, and real-time market-based load reductions. These alternative rate structures, in conjunction with demand response, can achieve a range of rate solutions that can be customized for Freeport Electric and its rate payers.

- TOU Pricing
- Critical Peak Pricing
- Critical Peak Rebates
- Real Time Pricing
- Direct Load Control

Review and Prepare Final Exhibits, Testimony and Affidavits, and other Pre-filing Activities

GDS will conduct conference calls with Freeport Electric project managers and staff throughout the project to provide updates and to discuss issues that require input from the utility. This is a critical aspect of risk control and quality control, ensuring the end product meets Freeport Electric's objectives.

Once the study is finalized, GDS will assist in the development of all filing materials, as necessary to support Freeport Electric's rate case at the NY DPS. Depending on the complexity of the filing and the issues at hand, GDS will sponsor or support the preparation of any affidavits or testimonies, as required of the rate filing. Draft affidavits and/or testimonies will be shared with Freeport Electric staff and legal counsel, and GDS will finalize the drafts based on the feedback received.

GDS will also engage with the DPS Staff on any preliminary interrogatories and discovery to facilitate the rate filing.

2.1.3 Cost Estimate for Phase I

GDS acknowledges that our proposal discusses several options that may or may not be required to support Freeport Electric's rate case filing, and that the proposed scope of services is subject to refinement. Our cost estimate to complete all necessary tasks, as described above, is \$60,000 to \$75,000, depending on the scope of services required. GDS will only bill on the basis of standard hourly rates of staff for work actually performed, and for reimbursable expenses incurred in connection with the services under this Project. (See Section 3)

2.2 PHASE II – POST-FILING SETTLEMENT WITH DPS STAFF

2.2.1 Description of Tasks

Subsequent to filing of the rate package with the NY DPS, GDS consultants will actively assist counsel in defending the filed rates in all settlement activities with the objective of achieving a joint proposal with Staff satisfactory to Freeport Electric.

GDS has extensive experience with regulatory rate proceedings and settlement processes. Typical activities include responding to DPS Staff discovery requests related to GDS work product as well as assisting Freeport Electric in preparing responses to any requests related to Freeport Electric's supporting data. To the extent Freeport Electric uses any report or study provided by a third-party consultant, GDS will collaborate with such consultant(s) to ensure a comprehensive defense of the filed rates. GDS shall be available to participate in all meetings with DPS Staff in person or via teleconference, as indicated.

2.2.2 Cost for Phase II

The duration of settlement activities supporting achieving a joint proposal to the DPS is subject to many variables. GDS will only bill on the basis of standard hourly rates of staff for work actually performed, and for reimbursable expenses incurred in connection with the services under this Project. (See Section 3)

2.3 PHASE III – ADJUDICATION

2.3.1 Description of Tasks

In the event that a joint proposal cannot be achieved, GDS is prepared to provide the expertise and resources necessary to adjudicate Freeport Electric's rates at the DPS.

GDS will support counsel in all adjudication proceedings, provide expert witness testimonies as deemed necessary, and prepare supporting exhibits. GDS experts will draft responses to discovery pertaining to

its witnesses’ testimonies as well as any discovery directed towards Freeport Electric, such as assistance is warranted. GDS consultants will be available either in person or via teleconference, as indicated, for working and strategy meetings and all hearing activities at which our attendance is requested.

2.3.2 Cost for Phase III

As with initial post-filing activities in Phase II, the duration of adjudication proceeding is subject to numerous variables. GDS will only bill on the basis of standard hourly rates of staff for work actually performed, and for reimbursable expenses incurred in connection with the services under this Project. (See Section 3)

3 Payment for Services and Expenses

GDS shall bill Freeport Electric on the basis of standard hourly rates of consultants for work actually performed, and for reimbursable expenses incurred in connection with the basic services under this project. The 2023 hourly rates for key personnel are provided in Table 3-1, along with the representative rate ranges for other consultant positions. Any additional resources shall be billed at their prevailing standard hourly rate.

TABLE 3-1. 2023 HOURLY RATES FOR KEY CONSULTANTS

Consultant	Title	Hourly Rate
Michele Slater	Principal	\$305
Brent Saylor	Vice President	\$315
Jacob Thomas	Principal	\$315
Daniel Cordell	Analyst	\$185
	Senior Project Manager	\$265 - \$330
	Project Manager	\$250 - \$265
	Project Consultant/Project Engineer	\$185 - \$215

GDS does not mark-up travel or miscellaneous expenses, but simply passes on those costs as incurred. Anticipated expenses include costs for airfare, car rental, hotel accommodations, meals and other miscellaneous expenses incurred to attend meetings with Freeport Electric and NY DPS Staff, and to participate in regulatory proceedings as required.

GDS bills clients on a monthly basis for hours worked and project expenses incurred for the month. GDS provides paperless billing and payment processing. GDS requests that clients receive invoices via email, and remit payments through ACH.

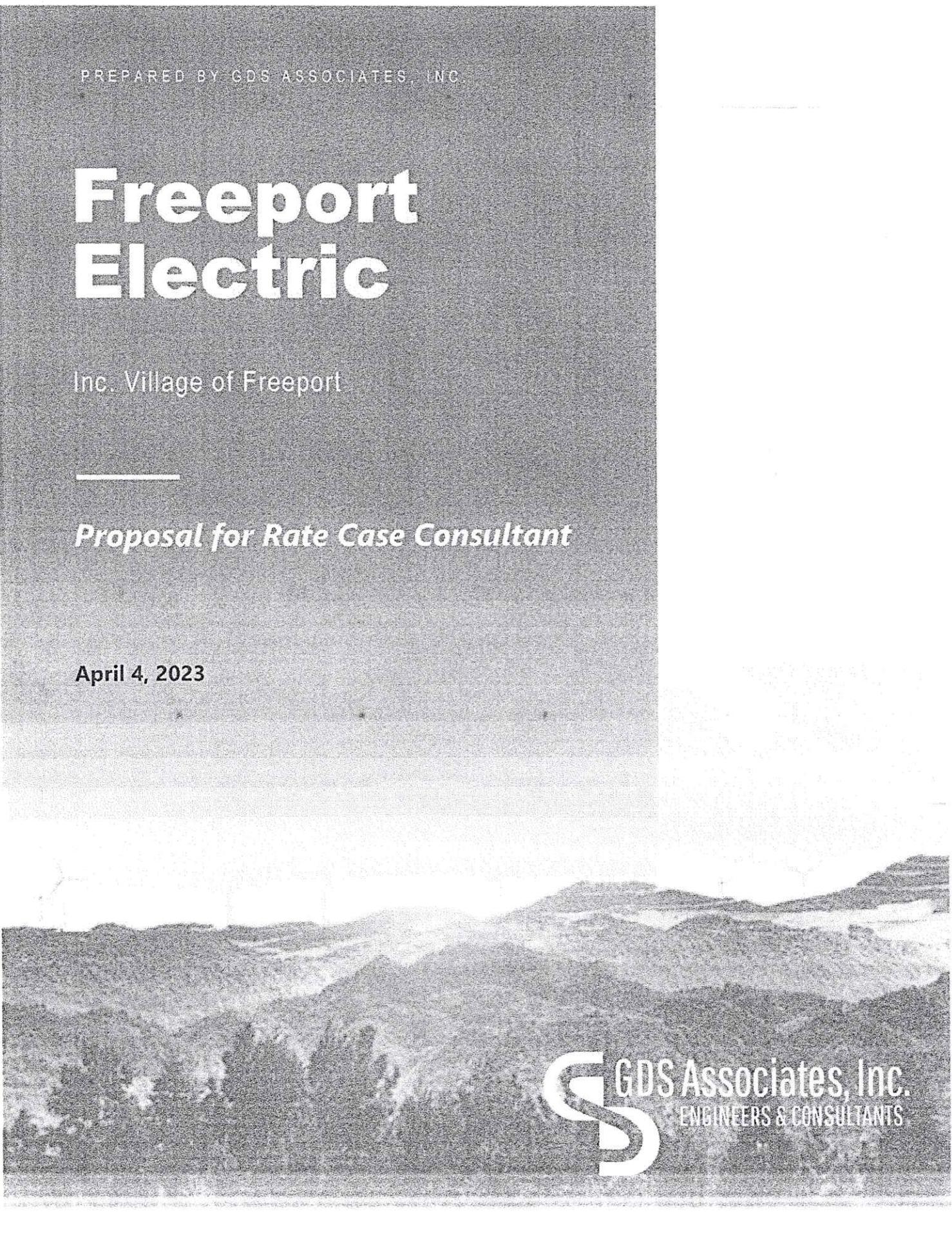
PREPARED BY GDS ASSOCIATES, INC.

Freeport Electric

Inc. Village of Freeport

Proposal for Rate Case Consultant

April 4, 2023



GDS Associates, Inc.
ENGINEERS & CONSULTANTS

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: May 4, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: **Requesting Approval for Rate Review and Filing**

The Electric Utility is requesting Board approval to file for a rate increase. The last rate case was filed in 2019. The Department of Public Service (DPS) declined the Village's filing. The current rate structure has been in place since July 1, 2014. The requested rate increase is necessary to cover increased operating expenses and to recover from declining revenues associated with the following:

- Increase in the cost of health insurance and retirement benefits.
- Increase in labor cost as a result of the CSEA approved contract.
- Increase in training requirements to meet OSHA regulations.
- Increase in regulatory cost to meet the New York State Clean Energy Act and the Climate Leadership and Community Protection Act.
- Revenue lost from the 40% discount for Village electric accounts.

The Utility must file by July of 2023 in order to stay within the 150-day requirement for the use of fiscal year end 2023 data. If we miss this date, the Utility will be required to develop new data for a filing at a later date.

It typically takes 11 months from the time of filing to receive a decision from the Public Service Commission. Based on DPS's schedule, we anticipate that this filing will be completed and in place by July 2024.

A rate case is a costly expense but the cost is typically a recoverable expense. In 2019, the Utility spent approximately \$427,000.00 on the rate filing. This was due to litigation that the Village brought against DPS regarding its ruling. I do not anticipate spending that amount. However, the cost for this rate case will be close to \$200,000.00. The Utility does not have the necessary personnel to administer this rate case so we are looking to hire two consulting firms to assist the Utility with this rate case.

- GDS Associates, Inc.
- Duncan, Weinberg, Genzer and Pembroke

Approved as to form

Village Attorney

5/15/2023

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees approve the filing of a rate increase for the Electric Utility and that the Mayor be authorized to execute any and all documents necessary and proper to procure these services. All expenses related to the rate case shall be charged to WO#2508 (E110000). There are sufficient funds available for this expense.



Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village
of Freeport, ou=Freeport Electric,
email=alivingston@freeportelectric.co
m, c=US
Date: 2023.05.04 16:08:06 -04'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachments

-Quotes from Consultants

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

5/10/2023

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

WHEREAS, the Village of Freeport's Electric Utility has not requested an electric rate increase since 2019, at which time, the Department of Public Service (DPS) declined the Village's filing; and

WHEREAS, the current rate structure has been in place since July 1, 2014; and

WHEREAS, a rate increase is necessary to cover increased operating expenses and to recover from declining revenues associated with the following:

- Increase in the cost of health insurance and retirement benefits.
- Increase in labor cost as a result of the CSEA approved contract.
- Increase in training requirements to meet OSHA regulations.
- Increase in regulatory cost to meet the New York State Clean Energy Act and the Climate Leadership and Community Protection Act.
- Revenue lost from the 40% discount for Village electric accounts.

WHEREAS, the Utility must file by July of 2023 in order to stay within the 150-day requirement for the use of fiscal year end 2023 data; if the Village misses this date, the Utility will be required to develop new data for a filing at a later date; and

WHEREAS, while a rate case is a costly expense, the cost is typically a recoverable expense, and the anticipated cost for this rate case will be close to \$200,000.00; and

WHEREAS, the Utility does not have the necessary personnel to administer this rate case, so the Department is looking to hire the following two consulting firms to assist the Utility with this rate case:

- GDS Associates, Inc.
- Duncan, Weinberg, Genzer and Pembroke

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval to file a rate increase for the Electric Utility from the above two consulting services; and

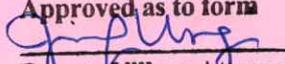
WHEREAS, all expenses related to the rate case shall be charged to WO#2508 (E110000) and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that the Superintendent of the Electric Utility is authorized to file for an electric rate increase as soon as possible and that the Mayor be authorized to execute any and all documents necessary and proper to procure the two consulting services.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe
Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING
VOTING

Approved as to form

Deputy Village Attorney

March 14, 2023

VIA E-MAIL

Al Livingston, Jr.
Superintendent of Electric Utilities
Freeport Electric
Incorporated Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

Re: Representation in Upcoming Rate Case – Major Rate Case / Supplemental
Legal Services Agreement

Dear Al:

This Agreement is effective when executed, between Duncan, Weinberg, Genzer & Pembroke, P.C. (“Firm”), a District of Columbia professional corporation (EIN 52-1073544), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, and the Incorporated Village of Freeport, relating to representation associated with Freeport Electric (“Client” or “Village”) for the upcoming electric rate case before the New York Public Service Commission.

Based on our recent experience with our estimate for fees for this rate case is approximately \$100,000. This estimate includes assisting Village staff and consultants with preparation of testimony, briefing Department of Public Service (“DPS”) Staff, attending pre-filing meetings with the Village and DPS Staff, preparation of the case for trial, attendance at the hearing before the administrative law judge, attendance at the public statement hearing, briefing of the case, settlement negotiations, etc. Expenses would be additional. This is an estimate only and can vary depending on the strength of the case, level of DPS Staff concerns, and the level of public scrutiny, *i.e.*, intervenors.

This estimate is for a rate case which generally would have new rates implemented eleven months after the date of filing.

The Firm hereby agrees to continue to perform legal services for and on behalf of Client and Client hereby authorizes the Firm to continue to perform legal services with regard to matters as may be mutually agreed.

The Firm will be compensated for professional services at the following hourly rates through February 29, 2024, with the new rates (in parentheses) in effect from April 1, 2023 (these new rates will apply to all Freeport matters, effective April 1, 2023):

Sr. Principals	\$385 (\$395) /hr
Principals/Of Counsel	\$385 (\$395) /hr
Senior Associates	\$335 (\$345) /hr
Associates	\$310 (\$320) /hr
Non-Attorney Staff	\$250 (\$260) /hr
Senior Paralegal Staff	\$200 (\$210) /hr
Other Paralegal Staff and Law Clerks	\$190 (\$195) /hr

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

As has been the case since the 1980's, the undersigned will be responsible for managing this case. The Firm may assign other attorneys. The Firm will continue to submit monthly itemized bills, due upon receipt, for professional legal service fees, and reimbursable expenses which may include, but are not limited to: travel expenses, long distance telephone charges, on-line computer research, outside photocopying charges, postage and delivery costs, filing fees, transcript costs, support staff overtime and notary fees, and the cost and expenses, if any, of consultants retained by the Firm with the approval of the Client.

We appreciate the continued opportunity to work with the Incorporated Village of Freeport, Freeport Electric. For purposes of this case, the agreement period is from March 10, 2023 to February 29, 2024. Please indicate your agreement by signing below and forward one copy for our files. We have also attached our Standard Terms of Engagement for Legal Services, which are incorporated by reference herein.

Sincerely,

/s/ Jeffrey C. Genzer

Jeffrey C. Genzer

Agreed:

On behalf of the Incorporated Village of Freeport

Dated: _____

cc: Donna Barr

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

Standard Terms of Engagement for Legal Services

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

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

Scope of Engagement

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

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

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

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

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

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

How Fees Will Be Set

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

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

Costs and Expenses

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

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

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

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

Billing Arrangements and Terms of Payment

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

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

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

Termination of Representation

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

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

Document Retention

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

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

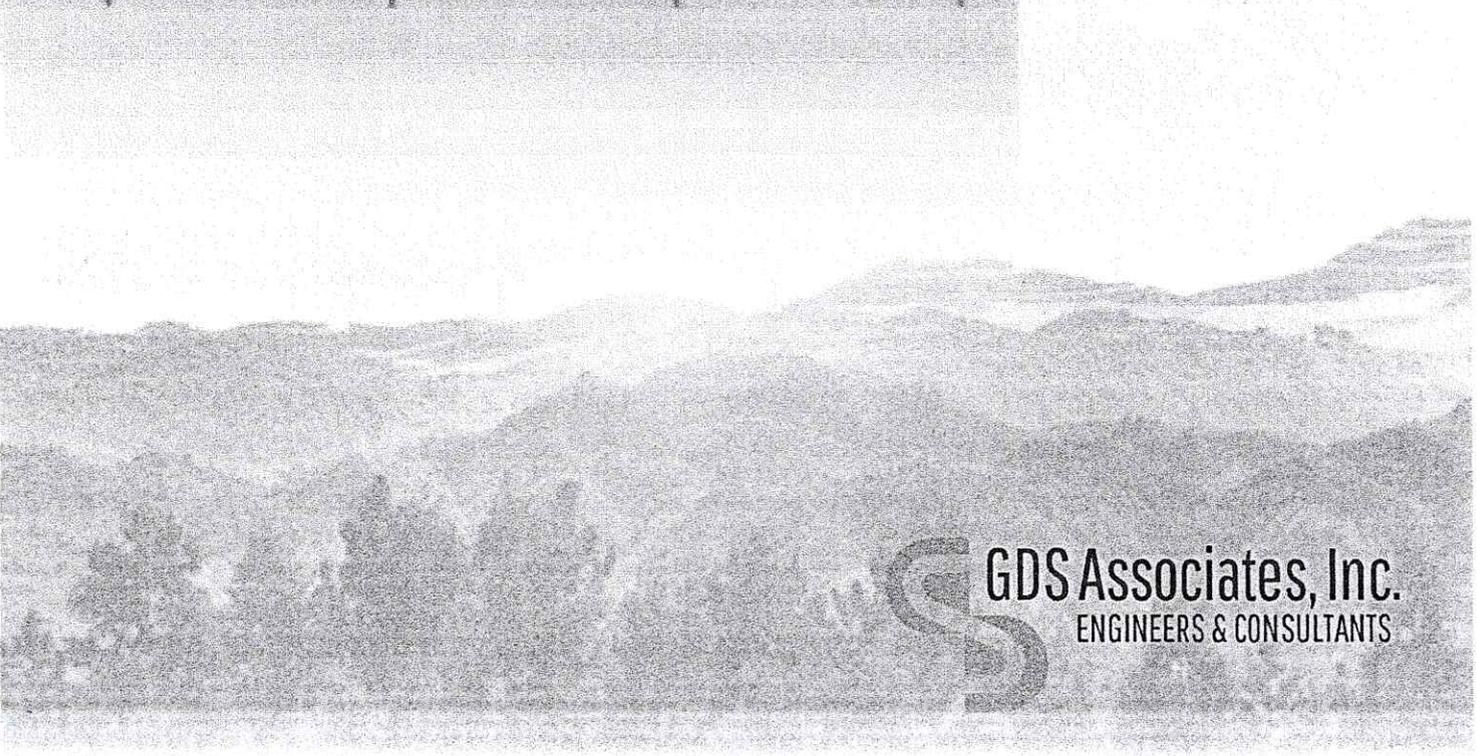
PREPARED BY GDS ASSOCIATES, INC.

Freeport Electric

Inc. Village of Freeport

Proposal for Rate Case Consultant

April 4, 2023



 **GDS Associates, Inc.**
ENGINEERS & CONSULTANTS



Michele Slater, Principal
Rates & Regulatory
Michele.slater@gdsassociates.com
direct 407-563-4461
cell 404-229-8193

April 4, 2023

Al Livingston Jr.
Superintendent of Electric Utilities
Inc. Village of Freeport
Freeport Electric
220 West Sunrise Highway
Freeport, NY 11520

RE: Proposal for Rate Case Consultant

Dear Mr. Livingston,

We appreciate you contacting us seeking a rate case consultant to assist Freeport Electric in preparing for a filing at the New York Department of Public Service ("DPS") in the near future. We are pleased to present this proposal for GDS Associates ("GDS") to provide these professional services.

In order to gauge the scope of work and the expertise needed, we consulted with attorneys at Duncan, Weinberg, Genzer & Pembroke. Additionally, we reviewed past filings at the DPS. We acknowledge that a more precise cost estimate is dependent on the final scope of services and the outcome at various stages of the rate case.

This proposal includes the bios of select key consultants that have the expertise required to prepare the rate case and support that filing before the DPS. As described in further detail within the proposal, GDS divides the project into three phases. This proposal describes our detailed approach to cost of service and rate design, as well as outlines key tasks for engagement with the DPS Staff, and if necessary, adjudication before the DPS Commissioners.

We look forward to answering any questions you may have about our qualifications and proposal.

Sincerely,

/s/ Michele M. Slater

Principal, Rates & Regulatory



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1 Introduction and Overview

1.1 ABOUT GDS ASSOCIATES

GDS is a multi-service consulting and engineering firm formed in 1986 and now employs a staff of more than 180. Headquartered in Georgia, GDS also has offices in Alabama, Florida, Maine, New Hampshire, Oregon, Texas, Washington, and Wisconsin. GDS' annual revenues in 2022 were \$48 million.

We offer a broad range of expertise to clients needing technical assistance with electric, natural gas, water, and wastewater utility projects or studies. GDS' clients are principally publicly-owned utilities such as cooperatives, municipals, and joint action agencies. Services are also rendered to regulatory agencies, commercial/industrial entities, utility consumer groups, and state and federal governments.

GDS' primary consulting activities in the electric utility area are related to power supply planning, pricing of electric service transactions (both purchases and sales at wholesale and retail), retail and wholesale rate and cost of service studies, valuation/acquisition analyses, regulatory matters pertaining to all facets of electric utility planning, operations and purchases/sales, and a host of related rate, cost of service, and financial related assignments.

1.2 GDS PERSONNEL AND BIOGRAPHIES

Our consultants are recognized leaders in their respective fields, dedicated to their clients, innovative in their approach to meeting unique challenges, and known for consistently being available when needed. We pride ourselves on staffing our projects with the right consultants for the job. To that end, we have identified a team of consultants with the breadth of expertise required to support the Village with its electric rate filing throughout all stages of the project.

Michele Slater, Principal GDS Associates, with the Rates and Regulatory group. Michele has three decades of experience in the electric utility industry. Throughout her career Michele has provided consulting services to a wide range of industry stakeholders and their counsel including, electric cooperatives, municipal power systems, investor-owned utilities, RTOs, independent power producers, and other private parties, as well as state public service commissions and state attorney general offices. Ms. Slater's consulting engagements have included strategic initiatives, litigation support, expert witnessing and rate design.

Since joining GDS in the Rates & Regulatory group in 2016, Ms. Slater's work has included cost of service and revenue requirements for wholesale transmission rates, all-requirements rates, member rate filings for regulated G&T cooperatives, and numerous reactive power and other ancillary service rate filings at the Federal Energy Regulatory Commission ("FERC"). Michele has also provided expert testimony in several proceedings before FERC. Michele expertly assists her clients navigate the regulatory processes. Ms. Slater holds a Bachelor of Mechanical Engineering from the Georgia Institute of Technology and an MBA from Tulane University, where she graduated with honors.

Brent Saylor, Vice President, of GDS and currently works in the areas of wholesale and retail rate studies, COS analyses, financial forecasts and other financial and rate design consulting services. He has worked with distribution cooperative, municipal, and generation and transmission (G&T) cooperative utilities to successfully design, implement and administer retail and wholesale rates. Mr. Saylor has extensive experience with both traditional COS and ratemaking techniques as well as time-based and dynamic pricing alternatives. Brent has conducted numerous economic analyses of Demand Side

Management (“DSM”) activities for both distribution and power supply utilities. Brent also has significant experience working with utilities in the evaluation of economics as well as the in the design of renewable energy pricing alternatives including community solar, VOS, net metering, net billing and other types of special rates for utilities that receive and purchase power from customer-owned renewable energy systems.

Brent and Jake Thomas led an effort to author “*Distributed Energy Resources Compensation and Cost Recovery Guide*” in coordination with the NRECA to offer to its members. The guide includes content regarding current trends in DER compensation and cost recovery methods, regulation, stakeholder engagement, integration of multiple programs, and coordination between G&T and distribution cooperatives. Prior to joining GDS, Brent worked for Oglethorpe Power Corporation for more than 16 years, and managed the rates and pricing area, as well as providing significant support to marketing, power supply and corporate restructuring efforts.

Jacob M. Thomas, P.E., Principal of GDS, specializes in statistics, economic analysis and quantitative research, including retail and wholesale rates, cost of service, demand-side management evaluation and impact analysis, load forecasting, load research, market research, economic impact analysis and various data mining and analysis applications. Over his 20 years of experience with GDS, Mr. Thomas has worked on rate and cost of service studies for municipal and cooperative clients throughout the country. He has expertise and experience designing different rate design concepts including dynamic pricing, residential demand, special contracts, and other non-traditional rate concepts. He has worked with municipal utilities to develop financial forecasts, to establish appropriate cash and reserve levels, and in support of debt restructuring and loan applications. Along with Mr. Saylor, Jacob was a co-author of the AMP Focus Forward Member Toolkit, the AMP Rate Design Guide portion, which summarized industry methods for compensation of distributed energy resources. He was also a senior member of the project team that performed an analysis of Commercial Value of Solar (“VOS”) rate design for Austin Energy, taking the lead on a time-of-use VOS design alternative.

Jacob has been an expert witness in regulatory proceedings in Michigan, North Carolina, North Dakota, Utah, and Vermont and has co-authored reports submitted to regulators and/or legislatures in Delaware, North Carolina, Kentucky, and Vermont. Mr. Thomas has made presentations regarding retail rate and cost of service topics at national and regional conferences. He has conducted load forecasting webinars and was an instructor at the Institute of Public Utilities Forecasting Workshop in 2012. Mr. Thomas holds a BS Degree in Industrial Engineering from the Georgia Institute of Technology and an MBA from Auburn University with a concentration in Finance. He is a registered Professional Engineer in the State of Georgia and a member of the National Society of Professional Engineers, the American Statistical Association and the Institute of Industrial Engineers.

Daniel Cordell, Analyst, brings utility rates and regulatory experience and has served as an analyst on several electric, water, wastewater, and natural gas rate cases involving investor-owned utilities. Prior to joining GDS, Mr. Cordell served as a Public Utility Analyst for the Florida Public Service Commission in Tallahassee, Florida. In that capacity, he analyzed the annual fuel clause filings for every investor-owned electric utility in Florida, served as lead analyst and point of contact for net metering issues, and assisted with staff-assisted rate cases for small utilities.

At the time of this proposal all resources have the availability to support the project. Should additional consultants or skillsets be required, we will draw upon our other resources to assemble the best team for the project.

2 Scope of Services

GDS identifies up to three distinct phases in the rate case process. The first phase encompasses all pre-filing activities including performing the cost-of-service (COS) study and development of all exhibits necessary for filing with the NY DPS. The second phase is the post-filing settlement engagement with the DPS Staff, with the goal of achieving a joint proposal. In the event that a joint proposal that is satisfactory to Freeport Electric could not be achieved, a third phase, Adjudication, may be necessary. GDS is prepared to provide consulting services at each of these phases, as described in more detail below.

2.1 PHASE I – PRE-FILING: COST OF SERVICE STUDY AND DEVELOPMENT OF FILING EXHIBITS

2.1.1 Load Forecast Development

GDS will develop a load forecast for use in the cost of service study. We recommend development of a bottom-up load forecast, projecting number of consumers and energy sales by class and then aggregating that to total energy sales, energy requirements, and peak demands. The GDS load forecasters will develop projections using industry standard statistical modeling methods including Statistically Adjusted End-Use (“SAE”) and econometric approaches. We will discuss the various methods with Freeport Electric staff during a project kickoff meeting as the methods selected will depend on data availability. GDS will generate projected number of customers and energy sales by class, assist with development of projected billing units, and generate projected total system energy requirements and peak demand. GDS will also provide written testimony in support of the load forecast if necessary as part of the rate case filing.

2.1.2 Cost of Service and Retail Rate Study

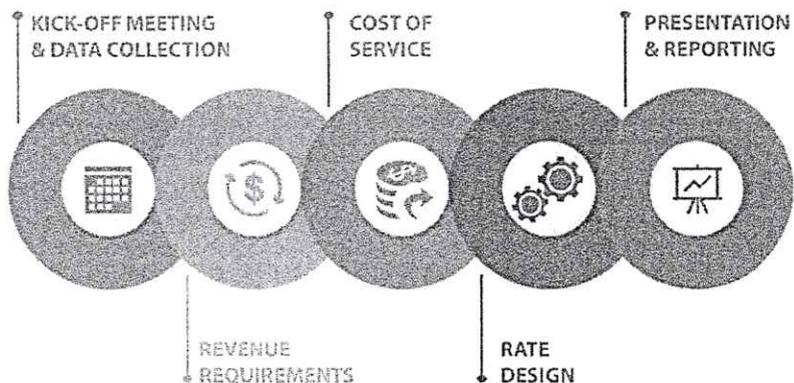
There are generally five major steps in the typical COS study and Rate Study conducted by GDS as shown in Figure 2-1. GDS has developed this scope assuming Freeport Electric has not completed a cost of service and retail rate design study. If so, GDS would be happy to adjust our scope of work and cost estimates to reflect only the work for which Freeport Electric will need assistance.

Kickoff Meeting and Data Collection

Once the project has commenced, an initial data request will be developed by GDS and provided to Freeport Electric staff prior to a project kickoff meeting.

The meeting will be conducted to ensure the objectives and scope of the project as desired by Freeport Electric are understood by GDS, confirm the schedule of milestones, discuss project approaches and methodologies, and begin discussion of key data items including any questions Freeport Electric staff may have about the

FIGURE 2-1 PROCESS FLOW OF COST-OF-SERVICE STUDY



initial data request. We understand the level of payment in lieu of taxes (“PILOT”) is an important issue with respect to the case. A robust discussion about the PILOT and how GDS might assist Freeport Electric in defending its PILOT and resultant cost of service and rates would be part of the kickoff meeting agenda.

Revenue Requirement

The next step is an overall financial review of the utility to determine Freeport Electric’s total revenue requirements and the magnitude of any required changes in the overall level of revenue.

GDS will work with Freeport Electric staff to identify cost elements where known and measurable changes should be made to test year operating results to reflect normalized ongoing operations and costs. Typically, adjustments are made to reflect the current operating budget with additional possible adjustments for wage increases, extraordinary costs in the test year, capital planning, or similar considerations. If any adjustments are necessary to reflect changes in future sales levels, GDS can work with Freeport Electric staff to develop projected demand and energy billing determinants for each rate class.

The step also includes determining the overall change in revenue required to provide for adequate funding for all capital expenditures, operating expenses, debt service requirements, PILOT payments, and to maintain sufficient cash balances and capital reserves. Key financial metrics such as cash levels, debt service coverage, times interest earned ratios, cost of capital, capital expansion planning, and impacts on equity will be evaluated as appropriate.

Cost of Service

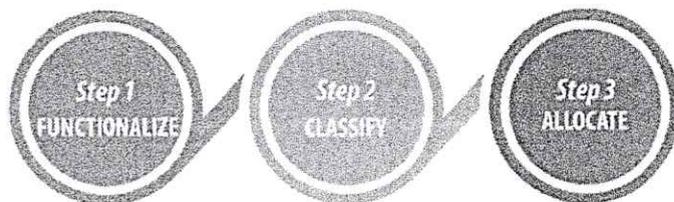
The third step in this phase of the project is an allocated COS analysis, which will be conducted using the adjusted test year revenue requirements results.

The COS analysis is conducted to determine the adequacy of the revenues produced by each of the retail rate classes (and/or rate schedules, reference to rate classes herein can be interpreted as rate class, revenue class, or rate schedule) in light of the cost of providing service to the customers served under those rate schedules. This analysis provides the basis for a more equitable, cost-based approach in determining the revenue requirements and retail rate charges for the various rate classes.

If desired by Freeport Electric, GDS will review existing rate classes and recommend whether there is a need for additional rate classes or if changes should be implemented in the applicability provisions of the existing rate classes. GDS will project revenue impacts caused by customers shifting between rates. Once the recommendations are accepted by Freeport Electric management, then GDS will proceed with cost of service and rate design based on any revisions to the make-up of the rate classes.

The techniques and procedures used by GDS to perform the cost allocation studies follow the guidelines set forth in the Cost Allocation Manual prepared by the National Association of Regulatory Utility Commissioners (“NARUC”). The NARUC cost allocation principles are widely considered as an industry standard. The manual provides a range of acceptable cost allocation methods, and GDS uses the methods that are most appropriate for each client. Use of the manual is an important step in regulated studies.

FIGURE 2-2 THREE STEPS OF A COST-OF-SERVICE STUDY



The COS will identify the margins and rate of return for each of Freeport Electric’s electric rate classes. GDS will work with Freeport Electric staff to develop recommendations for whether differences in the rates of return should be revised to achieve more equitable levels in proposed rates.

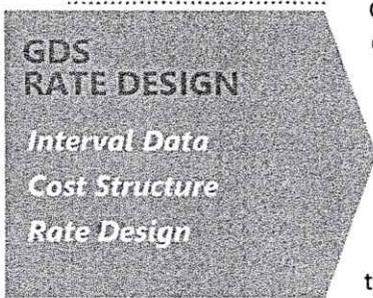
The COS analysis will allocate utility plant investment (and other rate base items) and adjusted operating expenses to the retail rate classes in order to determine the adequacy of the revenues provided by the rates applicable to those classes. We will also identify the rate of return for each rate class. GDS will provide recommendations for whether the differences in the rates of return should be revised or reduced.

The allocated COS process routinely employed by GDS develops functionalized and unbundled costs including customer, generation, transmission and distribution demand, and energy related costs. The identification of customer and demand-related costs are invaluable in understanding the fixed costs the utility incurs to provide service to customers.

The use of interval (e.g., hourly or 15-minute) load data can be an invaluable source of information in the development of a COS study and rate development. In recent years, use of interval load data has become a standard practice in the projects we conduct, and GDS has experience in working with many types of datasets and volumes of data.

Rate Design

This step of the project consists of a detailed review of the retail electric rate charges and provisions in current rate schedules. The prior two steps, revenue requirements and COS, serve as important inputs into the rate design process.



GDS has a broad base of retail rate design experience in the development of rates for residential, small commercial, agricultural and large power customers. GDS has experience with both traditional cost of service and ratemaking techniques as well as innovative rates that are now more viable with advanced metering systems.

Should Freeport Electric determine that any new rate classes are warranted, new rate structures will be developed for any such new rate classes. The recommended rate levels will be developed so that the total utility revenue requirements are achieved. The rates will also

be developed so that the revenues from each rate class fully reflect, to the extent practicable, the costs of providing service to that class including reasonable margins and giving consideration to the level of cost recovery provided by present rates for each customer class. We will begin by recommending revenue levels for each class, taking comparative cost of service results and total system revenue requirements into account. These will be reviewed and approved by Freeport Electric staff.

GDS consultants have extensive experience with customizing innovative rate designs including varying degrees of time-of-use (“TOU”) tariffs, critical peak pricing, market rates (real-time and day-ahead), residential demand and rates designed to recover regional wholesale energy market rates. Our consultants have also designed and implemented a range of demand response rate portfolios including interruptible/curtailable tariffs, load control-incentives, and real-time market-based load reductions. These alternative rate structures, in conjunction with demand response, can achieve a range of rate solutions that can be customized for Freeport Electric and its rate payers.

- TOU Pricing
- Critical Peak Pricing
- Critical Peak Rebates
- Real Time Pricing
- Direct Load Control

Review and Prepare Final Exhibits, Testimony and Affidavits, and other Pre-filing Activities

GDS will conduct conference calls with Freeport Electric project managers and staff throughout the project to provide updates and to discuss issues that require input from the utility. This is a critical aspect of risk control and quality control, ensuring the end product meets Freeport Electric's objectives.

Once the study is finalized, GDS will assist in the development of all filing materials, as necessary to support Freeport Electric's rate case at the NY DPS. Depending on the complexity of the filing and the issues at hand, GDS will sponsor or support the preparation of any affidavits or testimonies, as required of the rate filing. Draft affidavits and/or testimonies will be shared with Freeport Electric staff and legal counsel, and GDS will finalize the drafts based on the feedback received.

GDS will also engage with the DPS Staff on any preliminary interrogatories and discovery to facilitate the rate filing.

2.1.3 Cost Estimate for Phase I

GDS acknowledges that our proposal discusses several options that may or may not be required to support Freeport Electric's rate case filing, and that the proposed scope of services is subject to refinement. Our cost estimate to complete all necessary tasks, as described above, is \$60,000 to \$75,000, depending on the scope of services required. GDS will only bill on the basis of standard hourly rates of staff for work actually performed, and for reimbursable expenses incurred in connection with the services under this Project. (See Section 3)

2.2 PHASE II – POST-FILING SETTLEMENT WITH DPS STAFF

2.2.1 Description of Tasks

Subsequent to filing of the rate package with the NY DPS, GDS consultants will actively assist counsel in defending the filed rates in all settlement activities with the objective of achieving a joint proposal with Staff satisfactory to Freeport Electric.

GDS has extensive experience with regulatory rate proceedings and settlement processes. Typical activities include responding to DPS Staff discovery requests related to GDS work product as well as assisting Freeport Electric in preparing responses to any requests related to Freeport Electric's supporting data. To the extent Freeport Electric uses any report or study provided by a third-party consultant, GDS will collaborate with such consultant(s) to ensure a comprehensive defense of the filed rates. GDS shall be available to participate in all meetings with DPS Staff in person or via teleconference, as indicated.

2.2.2 Cost for Phase II

The duration of settlement activities supporting achieving a joint proposal to the DPS is subject to many variables. GDS will only bill on the basis of standard hourly rates of staff for work actually performed, and for reimbursable expenses incurred in connection with the services under this Project. (See Section 3)

2.3 PHASE III – ADJUDICATION

2.3.1 Description of Tasks

In the event that a joint proposal cannot be achieved, GDS is prepared to provide the expertise and resources necessary to adjudicate Freeport Electric's rates at the DPS.

GDS will support counsel in all adjudication proceedings, provide expert witness testimonies as deemed necessary, and prepare supporting exhibits. GDS experts will draft responses to discovery pertaining to

its witnesses’ testimonies as well as any discovery directed towards Freeport Electric, such as assistance is warranted. GDS consultants will be available either in person or via teleconference, as indicated, for working and strategy meetings and all hearing activities at which our attendance is requested.

2.3.2 Cost for Phase III

As with initial post-filing activities in Phase II, the duration of adjudication proceeding is subject to numerous variables. GDS will only bill on the basis of standard hourly rates of staff for work actually performed, and for reimbursable expenses incurred in connection with the services under this Project. (See Section 3)

3 Payment for Services and Expenses

GDS shall bill Freeport Electric on the basis of standard hourly rates of consultants for work actually performed, and for reimbursable expenses incurred in connection with the basic services under this project. The 2023 hourly rates for key personnel are provided in Table 3-1, along with the representative rate ranges for other consultant positions. Any additional resources shall be billed at their prevailing standard hourly rate.

TABLE 3-1. 2023 HOURLY RATES FOR KEY CONSULTANTS

Consultant	Title	Hourly Rate
Michele Slater	Principal	\$305
Brent Saylor	Vice President	\$315
Jacob Thomas	Principal	\$315
Daniel Cordell	Analyst	\$185
	Senior Project Manager	\$265 - \$330
	Project Manager	\$250 - \$265
	Project Consultant/Project Engineer	\$185 - \$215

GDS does not mark-up travel or miscellaneous expenses, but simply passes on those costs as incurred. Anticipated expenses include costs for airfare, car rental, hotel accommodations, meals and other miscellaneous expenses incurred to attend meetings with Freeport Electric and NY DPS Staff, and to participate in regulatory proceedings as required.

GDS bills clients on a monthly basis for hours worked and project expenses incurred for the month. GDS provides paperless billing and payment processing. GDS requests that clients receive invoices via email, and remit payments through ACH.

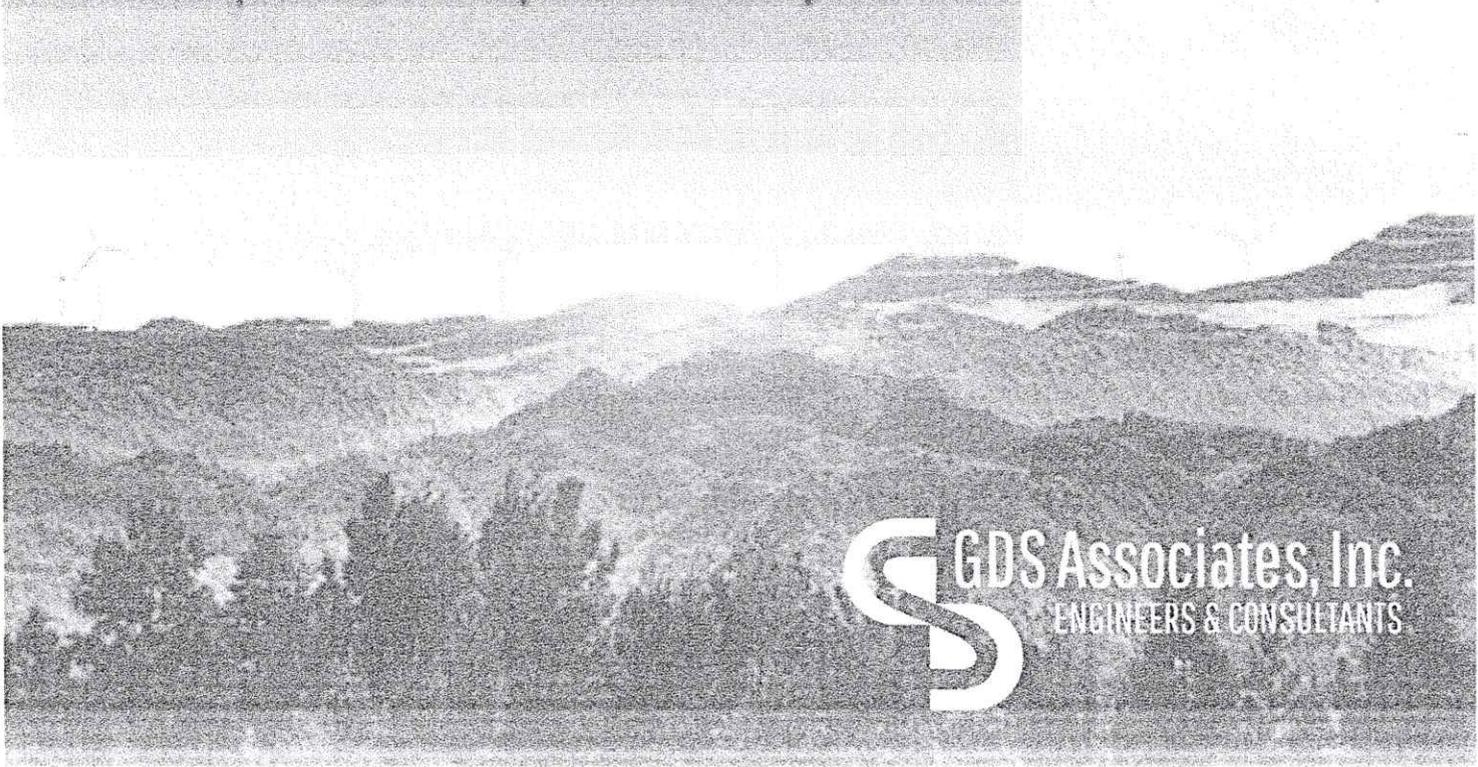
PREPARED BY GDS ASSOCIATES, INC.

Freeport Electric

Inc. Village of Freeport

Proposal for Rate Case Consultant

April 4, 2023



 **GDS Associates, Inc.**
ENGINEERS & CONSULTANTS

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 August 6, 2019
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of August 5, 2019:

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

WHEREAS, the Village of Freeport's Electric Utility has not requested an electric rate increase since 2014; and

WHEREAS, costs continue to escalate for the Electric Department due to general inflation, a 2% salary increase in the Electric Department, an addition of one person to the accounting staff, increases in fringe benefit costs, an increase in interconnection maintenance from the Long Island Power Authority ("LIPA"), depreciation, medical and dental increase of 10%; and

WHEREAS, after the historic test year concluded, PSEG-Long Island raised an issue concerning payments for Transmission Service Charges ("TSCs") for NYISO purchases beyond the Village's purchases of Niagara Project hydropower from the New York Power Authority; and

WHEREAS, cash reserves and projected net operating income have diminished substantially; and

WHEREAS, near-term rate increases are necessary to maintain a safe level of cash reserves and come closer to achieving a reasonable rate of return still below the cumulative 8% inflation since the last rate case; and

WHEREAS, the Village is seeking approval from the Public Service Commission to revise tariff leaves for P.S.C. No. 9, Electricity, that will contain provisions and rates designed to produce an estimated annual aggregate increase in revenues of \$1,259,574.00, representing an increase of 4.59 % over fiscal year 2019 and a 4.64% increase in rates and charges; and

NOW THEREFORE BE IT RESOLVED, that the Superintendent of the Electric Utility is authorized to file for an electric rate increase as soon as possible.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	In Favor
Trustee Piñeyro	Excused
Trustee Ellerbe	In Favor

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

Trustee Squeri
Mayor Kennedy

In Favor
In Favor

Copy to:

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

FREEPORT FIRE DEPT.
Raymond F. Maguire
Executive Director

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

May 9, 2023

To: Mayor Robert T. Kennedy
Board of Trustees

Re: Emergency Repair Hose 5 Roof

(R+L)
5/9/23
Condition is urgent
for use of FRP
filters
(R+L)

As you are aware, the deck roof on the west side of Hose 5 is in need of emergency repair.

We secured a quote from All Quality Construction to make the repairs. They have submitted a quote for \$13,000.00. The quote is in line with industry standards and they are available to execute the repairs immediately.

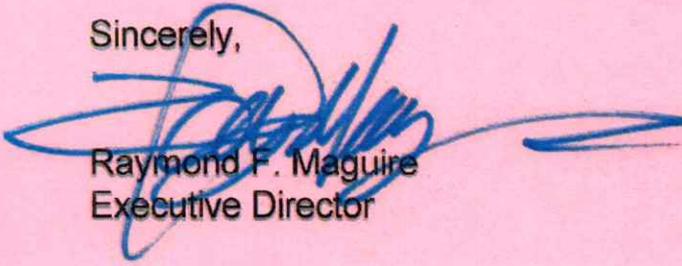
All Quality Construction 94 12th Ave, Holtsville, NY 11742 has done work for the IVF in the past at a number facilities. The experience of their workmanship and reliability has been extremely favorable.

Therefore, we ask that your permission to retroactively approve the issuance of a Purchase Order to facilitate the project.

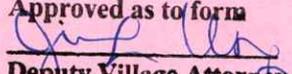
Funding will be from Account A341104 540300 Maintenance of Buildings and Grounds

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

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form


Deputy Village Attorney

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

WHEREAS, the deck roof on the west side of Hose 5 is in need of emergency repair; and

WHEREAS, if not repaired quickly, it could present a dangerous and unsafe condition for the firefighters; and

WHEREAS, All Quality Construction, 94 12th Ave, Holtsville, NY 11742, secured a quote with the Village to make the repairs; and

WHEREAS, All Quality Construction has done work for the Village in the past at a number of facilities, and the experience of their workmanship and reliability has been extremely favorable; and

WHEREAS, the quote iss for \$13,000.00, in line with industry standards, and they are available to execute the repairs immediately; and

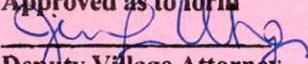
WHEREAS, funding will be from Account A341104 540300 Maintenance of Buildings and Grounds; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to retroactively approve the emergency repair with All Quality Construction, 94 12th Ave, Holtsville, NY 11742, for the cost of \$13,000.00.

The Clerk polled the Board as follows:

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

Approved as to form


Deputy Village Attorney

All Quality Construction
94 12th ave
Holtsville NY 11742
Phone: 516.205-2617 / Fax: 631-447-6267
E-mail: MCRUSH2@VERIZON.NET

(RM)
5/16/23
Approved

Date: April 19, 2023
Estimate: 12346

Submitted to: Freeport Fire Department
15 Broadway
Freeport, NY

Location: 47 Leonard Ave
Freeport, NY 11520

Attention: Raymond Maguire

We propose to furnish material and labor, complete in accordance with the specifications below in the amount of \$13,000.

Terms:
Total Due at 100% Completion ***

Signature: _____
Raymond Maguire

Note: Proposal may be withdrawn if not accepted within 30 days.

We hereby submit specifications and estimates for the above referenced location. Job scope as follows:

Exterior Work:

Roof: 40'x16' 640 SF

- Remove existing flat roof
- Remove existing 100F sheathing
- Remove rotted 100F rafters, last 2 at each end
- Add a (CCA) 2x8 to one side of existing header bolted with existing
- Install new (CCA) roof rafters, 2 at each end
- Frame structural header around chimney penetration
- Install 2x6 fascia board
- Install a (CCA) 4x4 angle brackets to existing posts and header
- Install new roof sheathing
- Install ½" carriage bolts to existing header
- Install joist hangers 2 doubles, 3 singles
- Install hurricane clips to rafters
- Install roof base sheet to entire roof
- Install GAF Timberline Architectural Roofing { Color Hickory _____ } Initial ***
- Install drip edge around entire roof perimeter, Cap side Rafters and Fascia Boards in White
- Re install roof metal flashing
- Seal chimney penetrations
- All construction related debris to be carted away

Statement of Proposal:

The above prices (\$13,000.00), specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined on page 1 of 2.

Authorized Signature:

of Acceptance:

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

To: Mayor Robert T. Kennedy

From: Conor Kirwan- Executive Director of Human Resources

Date: April 27, 2023

RE: Fire Service Award Program

Attached please find the 2022 year end results for the Fire Service Award Program. As advised by Donald Rowan, the thirty day posting is completed.

Please review same and, if it meets with your approval, authorize the Mayor's signature on the pink Sponsor Authorization Form for 2022 Service Award Program Administration.

Once completed, please return the signed form to me. Thank you for your attention to this matter.



Conor Kirwan

Approved as to form

Village Attorney

5/10/2023

INTER-DEPARTMENTAL MEMO

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

WHEREAS, the Village of Freeport offers a Fire Service Length of Service Award Program (LOSAP) to the members of its Volunteer Fire Department; and

WHEREAS, one of the administrative procedures required under General Municipal Law Article 11-A is Board approval of the list of Firefighters' accumulated points and a thirty-day posting of the approved list; and

WHEREAS, the list prepared by the Village's LOSAP coordinator for the Fire Service Award Program Year 2022 has been reviewed by the Board of Trustees; and

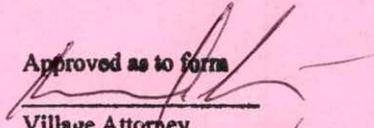
WHEREAS, said list has been posted in each firehouse for a period of thirty (30) days; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to complete the paperwork to finalize the Fire Service LOSAP Year 2022.

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

5/10/2023

2022 SPONSOR AUTHORIZATION FORM
SERVICE AWARD PROGRAM

Village of Freeport
Freeport Fire Department

This form is to be signed by the Mayor of the Village of Freeport after the 2022 Firefighter Records listing has been posted for at least 30 days, as certified by the completion of the 2022 Fire Department Posting Certification Form. Please sign and return the entire 2022 Data Request Package to:

Penflex Actuarial Services, LLC.
50 Century Hill Drive, Suite 3
Latham, NY 12110

AUTHORIZATION

I hereby authorize Penflex Actuarial Services, LLC. to use the data submitted herein about active volunteer firefighter Service Award Program 2022 records. Furthermore, I have reviewed the plan provisions detailed in the most recent LOSAP Report and confirm there have been no subsequent changes to the plan provisions. Penflex Actuarial Services, LLC. will assume there have been no referendums, resolutions, or other plan provision amendments unless notified otherwise. I understand this data will be used to determine the funding requirements of the Service Award Program, the eligibility of participants to be paid Service Award Program benefits and the amount of benefits to be paid to such persons. I understand that if any of the administrative services provided by Penflex Actuarial Services, LLC. must be redone due to errors in the data submitted herein, there may be an additional charge payable by the Program Sponsor. I further understand that Penflex Actuarial Services, LLC. will not be liable for any errors in the calculation of the amounts due or payable from the Service Award Program Trust Fund which are the direct result of an error(s) in the data submitted herein.

Signature
Mayor
Village of Freeport

Date

2022 FIRE DEPARTMENT POSTING CERTIFICATION FORM
SERVICE AWARD PROGRAM

Village of Freeport
Freeport Fire Department

NOTICE TO VOLUNTEERS

You have 30 days from the date on which the approved listing was posted (noted below) to review your points and service information. In the event that the information on the listing does not match your records, first notify the person noted below. If your appeal is not satisfactorily resolved, you must send a written appeal to the Sponsoring Board.

General Municipal Law requires the 2022 Firefighter Records listing be posted at the fire station(s) for at least 30 days, after the listing has been approved by the Village Board. Additionally, the Law states that during this 30-day posting period, a firefighter who is listed as having earned less than 50 points may file written appeal with the Village Board. Practically, this appeal should first be made to the Fire Department. If the appeal is not satisfactorily resolved, the formal appeal should be submitted to the Village Board for investigation.

This section must be completed by the person responsible for compiling the points:

<u>Donald Rowan</u> Name	<u>LOSAP CHIEF</u> Title
<u>DROWAN@FREEPORT.NY.GOV</u> E-mail address	<u>516-398-4219</u> Phone number

Date the approved listing was posted: 3/7/23

Date the approved listing was removed: 4/18/23

POSTING CERTIFICATION

When the 30-day posting period is complete, please enter the date on which the listing was removed (above) and sign (below). Please forward the entire 2022 Data Request Package to the Village Board for final approval.

I hereby certify that the approved listing was posted for no less than 30 days.

No changes were made to the listing.

Changes have been made to the listing and an explanation is attached.

Donald Rowan
Signature

4/25/23
Date

2022 FIRE DEPARTMENT SERVICE CERTIFICATION FORM
SERVICE AWARD PROGRAM

Village of Freeport
Freeport Fire Department

Article 11-A of the New York State General Municipal Law requires that a list of volunteers indicating those who earned a year of Service Credit during 2022 be certified under oath and submitted to the Program Sponsor for approval by March 31, 2023. To comply with Article 11-A, please have the person responsible for preparing the 2022 Firefighter Records listing sign this form and have a notary witness the signature. The 2022 Data Request Package should then be presented to the Village Board prior to March 31, 2023.

CERTIFICATION

As required by Article 11-A, I certify under oath the attached is a list that includes all volunteers of the Fire Department and indicates the points earned by each volunteer in accordance with the Service Award Program Point System, which will be used to determine who will earn Service Credit for the 2022 calendar year.

[Signature] LOSAP COORDINATOR 2/7/23
Signature Title Date

NOTARY CERTIFICATE

State of New York
County of Nassau

Sworn to (or affirmed) and subscribed before me this 7th day of February, 2023,
by Donald Rowan

[Signature]
Signature of Notary Public
Jennifer C Ungar
Printed Name of Notary Public, Notary Public

My Commission expires: 6/13/2023

Jennifer C Ungar
Notary Public State of New York
Qualified in Nassau County
No. 02UN6243110
Commission Expires 6/13/2023

2022 SPONSOR APPROVAL FORM

SERVICE AWARD PROGRAM

Village of Freeport
Freeport Fire Department

Article 11-A of the New York State General Municipal Law requires that a list of volunteers who earned a year of Service Credit during 2022 be certified under oath by the Fire Department and submitted to the Program Sponsor by March 31, 2023. The Program Sponsor must then review and approve the 2022 Firefighter Records listing. To comply with Article 11-A, the Village Board must sign this form once the certified 2022 Firefighter Records listing has been reviewed and approved by the Board. Once signed, the entire 2022 Data Request Package should be returned to the Fire Department so that the approved certified listing can be posted for at least 30 days as required by Article 11-A.

OPTION: You may submit a copy of the Board resolution adopted to approve the 2022 records listing for posting in lieu of having the Board members sign below.

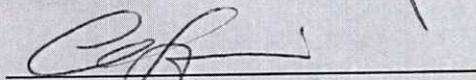
APPROVAL

The Village Board has reviewed and approved the 2022 Firefighter Records listing.



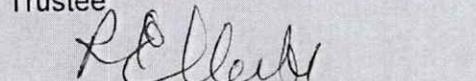
Mayor

2/27/23
Date



Trustee

2/27/23
Date



Trustee

2/27/23
Date



Trustee

2/27/23
Date



Trustee

2/27/23
Date

Freepport Fire Department

Service Awards Report

Emergency 9

Personnel Types: A, AP, B, BP, FM, FMP, LEAVE, MED,

Date Range: From 01/01/2022 to 12/31/2022

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inf.			
1850	Benitez, Eileen	21	4.25	0	0	2	25	7	9	2	1	0	46		
1819	Brown, Kevin	10	2.02	0	5	8	3	12	6	11	0	0	45		
919	Burkart, Raymond	58	11.74	25	25	19	16	12	11	6	0	0	114		
1473	Corell, Nicholas	18	3.64	0	0	1	0	0	1	1	0	0	3		
1572	Ferris, Michael	74	14.98	25	20	10	10	5	7	4	1	0	82		
1193	Fieldsa, Lester	15	3.04	0	10	11	8	1	11	15	1	0	57		
1542	Friedman, Edward	28	5.67	0	8	20	8	1	8	6	4	0	55		
1707	Hottman, Marcia	3	0.61	0	0	3	1	1	7	0	0	0	12		
1858	Idrovo, Lorena	0	0.00	0	0	0	0	0	0	0	0	0	0		
1757	Lang, Stuart	31	6.28	0	20	9	12	12	9	3	0	0	65		
1643	Manzueta, Amelifs	13	2.63	0	0	8	8	6	6	3	0	0	31		
1705	Maxime, Makendy	5	1.01	0	0	2	14	0	1	1	0	0	18		
1849	Mejia, Josue	35	7.09	0	0	4	25	7	11	2	1	0	50		
1720	Perez, Brianna Puca	0	0.00	0	0	1	12	2	2	3	1	0	21		
1509	Rivas, Jennifer	23	4.66	0	10	9	8	5	9	0	0	0	41		
1629	Saint Eloi, Ralph	24	4.86	0	5	4	8	2	9	0	0	0	28		
1790	Stanzola, Justin	3	0.61	0	10	2	4	0	0	0	0	0	16		
1399	Weekes, Mark	35	7.09	0	0	6	3	15	9	15	1	0	49		

Total Fires Truck 1: 968
 Total Fires Engine 1: 711
 Total Fires Hose 1: 588
 Total Fires Hose 2: 645
 Total Fires Truck 3: 572
 Total Fires Hose 4: 586
 Total Fires Hose 5: 650
 Total Fires Emergency 9: 494

Total Number of Incidents in Period:1,294

ID Number	Name	Fire Calls			Non-Incident Activities							Total Points Awarded	
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education		Line of Duty Inj.
1292	VanWicklen, Michael	21	3.23	0	0	11	13	1	9	15	0	0	49
		Total Fires Truck 1:		968								Total Fires Hose 3:	572
		Total Fires Engine 1:		711								Total Fires Hose 4:	586
		Total Fires Hose 1:		588								Total Fires Hose 5:	650
		Total Fires Hose 2:		645								Total Fires Emergency 9:	494
Total Number of Incidents in Period:1,294													

Freepport Fire Department

Service Awards Report

Hose 5

Personnel Types: A, AP, B, BP, FM, FMP, LEAVE, MED,
Date Range: From 01/01/2022 to 12/31/2022

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inj.			
1630	Arthur, Nathaniel	106	16.31	25	23	13	10	5	5	5	0	0	86		
1794	Bryan, Clarence	105	16.15	25	5	12	7	8	13	6	0	0	76		
1419	Charles, David	0	0.00	0	0	0	3	0	0	1	0	0	4		
1579	Clark, Terrance	1	0.15	0	0	1	3	0	0	0	0	0	4		
1806	Dawley, Justin	72	11.08	25	0	11	9	0	12	15	1	0	73		
1725	Delarosa, Fausto	41	6.31	0	0	4	10	0	5	3	0	0	22		
1756	Escobar, Elmer	315	48.46	25	5	13	14	20	18	15	1	0	111		
1833	Garcia, David	216	33.23	25	20	16	6	7	20	15	2	0	111		
1733	Gordon, Jr., Michael	338	52.00	25	20	16	11	20	20	15	0	0	127		
1343	Hardwick, Del	51	7.85	25	0	1	4	20	9	6	0	0	65		
1691	Johnson, Jamel	34	5.23	0	0	3	0	2	3	6	1	0	15		
1780	Jones, Kalif	150	23.08	25	5	15	8	15	20	15	0	0	103		
1854	Lafleur, Matthew	120	18.46	25	0	7	16	20	8	15	1	0	92		
1057	Madera, Kenneth	5	0.77	0	0	1	6	0	4	3	0	0	14		
1734	Medina, Jimmy	126	19.38	25	5	13	13	5	16	15	0	0	92		
1791	Moran, Justin	13	2.00	0	0	2	0	3	3	4	1	0	13		
1726	Nelson, Lenard	16	2.46	0	5	3	1	0	6	6	0	0	21		
1813	Otero, Christopher	185	28.46	25	10	13	13	15	20	15	2	0	113		
1841	Perdomo, Juan	112	17.23	25	0	9	11	20	17	15	1	0	98		
1603	Reeder, Anthony	0	0.00	0	0	0	0	0	0	1	0	0	1		
1564	Romero, Marlon	120	18.46	25	5	2	15	0	10	7	0	0	64		
1689	Romero, Oscar	114	17.54	25	0	9	9	2	8	15	1	0	69		
1576	Ruiz, Alfredo	56	8.62	25	0	11	10	1	6	4	0	0	57		
871	Ruiz, Alfredo Jr.	61	9.38	25	20	8	5	0	7	5	0	0	70		
1824	Ruiz, Jonathan	82	12.62	25	0	10	11	20	13	15	0	0	94		
1640	Urena, Dennis	8	1.23	0	0	2	6	1	3	0	0	0	12		

Date: 02/04/2023

Report Code: SERVREP

ID Number	Name	Fire Calls			Non-Incident Activities								Total Points Awarded	
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inf.		
		Maximum ->												
1560	Terry, Franklin	95	16.21	25	0	14	5	1	10	15	0	0	70	
1697	Viedma, Joaquin	35	5.97	0	0	1	0	0	2	2	1	0	6	
1605	Villalobos, William	317	54.10	25	0	16	21	9	19	15	2	0	107	
1837	Vogt, Kalvin	82	13.99	25	0	11	16	2	16	15	1	0	86	
		Total Fires Truck 1:		968									572	
		Total Fires Engine 1:		711									586	
		Total Fires Hose 1:		588									650	
		Total Fires Hose 2:		645									494	
		Total Fires Hose 3:											572	
		Total Fires Hose 4:											586	
		Total Fires Hose 5:											650	
		Total Fires Emergency 9:											494	
Total Number of Incidents in Period:1,294														

Freepport Fire Department

Service Awards Report

Hose 4

Personnel Types: A, AP, B, BP, FM, FMP, LEAVE, MED,
Date Range: From 01/01/2022 to 12/31/2022

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inj.			
1763	Aguirre, Randy	55	9.39	25	20	18	23	0	20	15	0	0	121		
1811	Aquino, Genny	61	10.41	25	0	7	9	1	8	14	1	0	65		
1336	Barry, Daniel	161	27.47	25	10	18	6	1	16	15	0	0	91		
1326	Barry, David	89	15.19	25	0	11	7	2	11	15	0	0	71		
1424	Combs, Brian	19	3.24	0	5	12	3	1	2	9	0	0	32		
1327	Donnelly, Scott	486	82.94	25	25	20	25	2	12	15	0	0	124		
1787	Duhaney, Clifton	21	3.58	0	0	4	0	0	6	10	0	0	20		
1817	Erskin, John	69	11.77	25	0	5	7	3	8	12	0	0	60		
1695	Freudenberg, Mark	53	9.04	25	0	9	7	1	10	15	0	0	67		
1657	Herrero, Joseph	81	13.82	25	0	10	8	1	9	15	0	0	68		
1335	Laffin, Thomas	114	19.45	25	23	20	13	1	20	15	0	0	117		
1517	Llanes, Scott	5	0.85	0	5	6	6	20	2	11	0	0	50		
1519	Madigan, Brian	35	5.97	0	0	17	8	1	16	15	3	0	60		
1700	Madigan, Kevin	247	42.15	25	20	20	17	3	19	15	2	0	121		
1390	Matthews, Charles	20	3.41	0	20	11	7	2	4	11	0	0	55		
1468	McLaughlin, Robert	84	14.33	25	8	20	17	1	14	15	0	0	100		
1762	Neiderman, Russell	83	14.16	25	0	5	0	1	8	10	0	0	49		
1081	Nicolino, Albert	30	5.12	0	0	20	13	0	15	15	0	0	63		
1253	Noll, Kevin	47	8.02	25	5	20	6	0	16	15	0	0	87		
1265	Notheis, Robert	66	11.26	25	0	18	13	0	17	15	0	0	88		
1809	Pinzon, Daniel	215	36.69	25	0	17	19	9	20	15	2	0	107		
1784	Pinzon, Diego	218	37.20	25	0	16	9	10	20	15	0	0	95		
1241	Raynor, Thomas	65	11.09	25	5	20	14	0	15	15	0	0	94		
1069	Schmittzen, George	67	11.43	25	5	20	6	0	20	15	0	0	91		
1840	Stokes, Keenan	143	19.28	25	0	10	12	1	14	14	1	0	77		
1721	Taylor, Devon	49	8.36	25	0	14	18	3	12	15	0	0	87		

Date: 02/04/2023

Report Code: SERVREP

ID Number	Name	Fire Calls			Non-Incident Activities						Total Points Awarded		
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc		Public Education	Line of Duty Inj.
		Maximum ->											
		Total Fires Truck 1:	968		25	20	25	20	20	15	5	50	572
		Total Fires Engine 1:	711										586
		Total Fires Hose 1:	588										650
		Total Fires Hose 2:	645										494
		Total Fires Hose 3:											572
		Total Fires Hose 4:											586
		Total Fires Hose 5:											650
		Total Fires Emergency 9:											494
		Total Number of Incidents in Period:1,294											

Freeport Fire Department

Service Awards Report

Hose 3

Personnel Types: A, AP, B, BP, FM, FMP, LEAVE, MED,

Date Range: From 01/01/2022 to 12/31/2022

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inj.			
454	Braun, Scott	69	12.06	25	0	10	2	1	12	15	1	0	66		
1667	Butler, Thomas	153	26.75	25	20	20	13	4	20	15	0	0	117		
198	Carry, Frank	79	13.81	25	5	8	3	1	17	15	0	0	74		
1382	Cassonetto, Angelo	57	9.97	25	0	16	6	0	18	15	0	0	80		
1458	Collica, Kevin	246	43.01	25	0	16	11	1	13	15	0	0	81		
10	Cooke, Corey	6	1.05	0	0	1	6	0	3	3	0	0	13		
204	Cooke, Steven	136	23.78	25	10	16	11	2	19	15	0	0	98		
1628	Devlin, Gerard	117	20.45	25	0	7	14	0	15	15	3	0	79		
1676	Frame, Michael	17	2.97	0	5	11	4	1	7	15	0	0	43		
1631	Gianaca, Christopher	21	3.67	0	0	8	1	1	6	8	1	0	25		
1480	Hubschmitt, Wade	101	17.66	25	0	11	13	1	20	15	1	0	86		
1314	Jeune, Randy	144	25.17	25	20	15	16	7	20	15	1	0	119		
1558	Johnson, Thomas	148	25.87	25	25	20	16	1	9	15	0	0	111		
1724	Korn, Matthew	47	8.22	25	20	6	8	4	3	2	0	0	68		
1750	Martinez, Jorge	143	25.00	25	5	13	21	4	20	15	1	0	104		
1804	Mazzola, William	14	2.45	0	0	4	13	2	8	6	0	0	33		
1745	Neptune, Herve	209	36.54	25	0	12	14	4	20	15	2	0	92		
1687	Robinson, Eric	67	11.71	25	0	11	9	6	10	14	1	0	76		
1844	Rodriguez, Ivan	114	19.93	25	0	11	18	4	15	15	1	0	89		
1749	Singh, Steven	115	20.10	25	0	10	13	4	12	15	1	0	80		
1728	Smith, Jonathan	88	15.38	25	5	9	8	4	20	15	0	0	86		
1087	Stallone, Joseph	56	9.79	25	10	20	6	0	12	15	0	0	88		
1822	Stecker, John	52	9.09	25	0	5	9	4	9	5	0	0	57		
1499	Stuparich, Mark	184	32.17	25	10	7	6	1	10	15	1	0	75		
1258	Tucholski, Leon	192	33.57	25	8	20	10	2	19	15	1	0	100		
1771	Williams, James	22	3.85	0	0	7	4	3	10	9	0	0	33		

Date: 02/04/2023

Report Code: SERVREP

ID Number	Name	Fire Calls			Non-Incident Activities							Total Points Awarded	
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education		Line of Duty Inj.
1753	Rodriguez, Randy	52	8.06	25	0	1	4	1	8	5	0	0	44
1681	Roman, Juan	47	7.29	0	0	7	10	7	7	8	0	0	39
1333	Severino, Dionel	59	9.15	25	0	12	11	10	13	15	1	0	87
1531	Sime, Thomas	44	6.82	0	0	8	11	4	12	13	1	0	49
1810	Sparaco, Anthony	15	2.33	0	0	19	8	2	8	11	1	0	99
1240	Stewartson, Kemar	239	37.05	25	0	12	24	2	20	15	1	0	99
1672	Velasquez, Arturo	65	10.08	25	20	4	17	11	11	6	0	0	94
1082	Walsh, William E (H2)	131	20.31	25	8	20	6	1	10	15	1	0	86
		Total Fires Truck 1:		968	Total Fires Hose 3:		572						
		Total Fires Engine 1:		711	Total Fires Hose 4:		586						
		Total Fires Hose 1:		588	Total Fires Hose 5:		650						
		Total Fires Hose 2:		645	Total Fires Emergency 9:		494						
Total Number of Incidents in Period: 1,294													

Freeport Fire Department

Service Awards Report

Hose 2

Personnel Types: A, AP, B, BP, FM, FMP, LEAVE, MED,
Date Range: From 01/01/2022 to 12/31/2022

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inf.			
1116	Basile, Anthony	15	2.33	0	5	20	6	2	10	8	1	0	52		
1444	Brodsky, Ian	3	0.47	0	10	14	11	0	7	15	1	0	58		
1688	Cabrera, Harris	17	2.64	0	0	5	13	3	5	8	0	0	34		
1855	Chrisphonte, Juvensky	74	11.47	25	0	7	6	6	9	15	1	0	69		
1602	Dela Cruz, Christian	31	4.81	0	10	15	16	4	10	15	1	0	71		
1525	Delacruz, Omar	63	9.77	25	5	7	7	2	6	14	1	0	67		
1693	Delacruz, Reggie	84	13.02	25	0	8	9	4	5	15	0	0	66		
1410	Efreich, Daniel	18	2.79	0	0	19	6	1	5	14	1	0	46		
1815	Flores, Jimmy	94	14.57	25	0	7	11	8	4	13	0	0	68		
1792	Germosen, Ivan	4	0.62	0	0	3	3	0	1	2	0	0	9		
1283	Giordano, Anthony	17	2.64	0	18	20	6	1	6	15	0	0	66		
1722	Gonzalez, Albeiro	378	58.60	25	25	20	25	0	17	15	0	0	127		
1152	Gonzalez, Brian	94	14.57	25	0	10	15	6	12	7	0	0	75		
1635	Halton, Christopher	39	6.05	0	0	15	13	0	7	6	0	0	41		
1852	Hernandez Casaballo, Junior	89	13.80	25	0	11	16	15	18	11	0	0	96		
1736	Hughes, Ernesto	125	19.38	25	0	12	20	0	11	15	1	0	84		
1778	Marte, Jonathan	1	0.16	0	0	0	7	0	0	2	0	0	9		
1781	Marte, Yoemmi	53	8.22	25	20	12	14	1	18	15	0	0	105		
909	Martin, Edward Jr	30	4.65	0	5	20	13	1	13	15	2	0	69		
1704	McKnight, Kareem	37	5.74	0	0	5	8	18	5	1	1	0	38		
1836	Mileo, Andrew	0	0.00	0	0	5	9	0	1	1	0	0	16		
1555	Miller, Carlyle	18	2.79	0	0	12	13	0	17	14	0	0	56		
1501	Nicholson, Brian	15	2.33	0	0	16	6	1	10	15	1	0	49		
1604	Peralta, Kelvin	8	1.24	0	20	5	9	7	4	5	0	0	50		
1847	Rivera, Milovan	117	18.14	25	0	12	13	20	20	15	1	0	106		
1727	Rodriguez, Julio	161	24.96	25	5	13	23	3	20	15	1	0	105		

Date: 02/04/2023

Report Code: SFRVREP

ID Number	Name	Fire Calls			Non-Incident Activities							Total Points Awarded	
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education		Line of Duty Inj.
1199	Russer, Paul	21	3.57	0	0	16	12	11	12	15	0	0	66
1587	Seaman, Christopher	65	11.05	25	5	10	6	3	20	14	0	0	83
1503	Seaman, Robert	70	11.90	25	5	9	8	0	7	9	0	0	63
1463	Seaman, Thomas D.	7	1.19	0	0	10	6	0	6	8	0	0	30
1266	Seaman, Timothy J.	124	21.09	25	5	19	8	0	11	15	0	0	83
1548	Seaman, Timothy R.	47	7.99	25	0	10	6	0	13	15	0	0	69
1755	Seminatore, Antonio	147	25.00	25	0	17	18	1	16	15	0	0	92
1462	Smith, Michael	85	14.46	25	5	8	6	1	6	15	0	0	66
1537	Soto, Anthony	20	3.40	0	5	11	3	2	12	15	1	0	49
1559	Stone, Joshua	155	26.36	25	0	14	11	2	20	15	0	0	87
1522	Tyler, Edward	66	11.22	25	0	6	6	1	13	15	0	0	66
1601	VanCott, Kenneth	62	10.54	25	5	19	8	0	13	13	0	0	83
752	Volpe, Robert	44	7.48	0	5	12	10	1	19	15	0	0	62

Total Fires Truck 1: 968 **Total Fires Hose 3: 572**
Total Fires Engine 1: 711 **Total Fires Hose 4: 586**
Total Fires Hose 1: 588 **Total Fires Hose 5: 650**
Total Fires Hose 2: 645 **Total Fires Emergency 9: 494**

Total Number of Incidents in Period:1,294

Freeport Fire Department

Service Awards Report

Hose 1

Personnel Types: A, AP, B, BP, FM, FMP, LEAVE, MED,

Date Range: From 01/01/2022 to 12/31/2022

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inj.			
1411	Albanese, Dominick	360	61.22	25	0	11	20	6	15	15	2	0	94		
1316	Bermudez, Miguel	15	2.55	0	0	9	7	0	8	11	0	0	35		
1198	Bonora, Brian	172	29.25	25	5	13	5	3	13	15	1	0	80		
1730	Bonora Jr., Brian	112	19.05	25	20	10	11	1	6	15	0	0	88		
1698	Burkart, Christopher	162	27.55	25	20	14	16	1	9	15	0	0	100		
1017	Capozzoli, John	51	8.67	25	8	20	6	0	20	15	1	0	95		
1378	Cardoso Jr., Gerardo	188	31.97	25	8	20	6	3	12	15	1	0	90		
1747	Cassonetto, Salvatore	44	7.48	0	0	7	6	1	5	9	2	0	30		
283	Combs III, John	8	1.36	0	0	12	4	0	20	15	0	0	51		
1607	DiGiacomo, Joseph	114	19.39	25	0	7	1	1	8	15	0	0	57		
1578	Eberhart, Darren	85	14.46	25	0	13	10	3	8	10	1	0	70		
1229	Ellison, Julius	63	10.71	25	8	20	11	2	6	15	1	0	88		
1405	Flood, Ronald	245	41.67	25	0	7	15	4	20	15	2	0	88		
1694	Gleason, Michael	80	13.61	25	0	14	11	0	11	15	1	0	77		
1242	Hasbrouck Jr., William	20	3.40	0	5	6	15	1	11	13	0	0	51		
1632	Kistela, Steven	57	9.69	25	5	5	1	2	9	7	1	0	55		
1696	Koestner, Kevin	17	2.89	0	0	4	3	0	8	3	1	0	19		
858	Krut, Robert	73	12.41	25	0	10	7	0	15	13	0	0	70		
1760	Leipfert, John	80	13.61	25	0	13	10	1	20	15	0	0	84		
1709	Liotti, Jesse	8	1.36	0	0	2	0	5	4	2	0	0	13		
903	McBride, Thomas	27	4.59	0	0	7	6	0	5	3	0	0	21		
1596	McEneaney, Charles	48	8.16	25	0	20	6	1	8	15	1	0	76		
1642	McMahon, Michael	249	42.35	25	0	11	15	4	20	15	1	0	91		
1737	Rizzo, Michael	150	25.51	25	20	14	10	2	19	15	0	0	105		
1486	Rowan, Raymond	10	1.70	0	0	3	1	0	6	4	0	0	14		
1723	Rowan, Steven	91	15.48	25	0	9	10	3	12	15	0	0	74		

Date: 02/04/2023

Report Code: SERVREP

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inf.			
1851	Neumann, Kyle	118	16.60	25	0	6	10	1	10	10	0	0	0	62	
1583	Pav, Robert	89	12.52	25	5	7	13	20	6	9	4	0	89		
1684	Peralta, Andy	51	7.17	0	0	6	6	4	7	9	1	0	33		
842	Primavera, Joseph	24	3.38	0	0	16	6	20	4	11	1	0	58		
1821	Reinke, James	94	13.22	25	0	11	7	4	17	15	1	0	80		
868	Santorelli, Joseph	15	2.11	0	0	8	5	4	6	8	0	0	31		
744	Schuck, Brian	40	5.63	0	0	2	1	1	7	5	0	0	16		
1783	Sharkey, Christopher	64	9.00	25	0	2	9	1	7	5	0	0	49		
1731	Shea, Kevin	83	11.67	25	0	2	11	1	7	6	0	0	52		
1489	Smith, Robert	2	0.28	0	0	8	4	1	5	3	0	0	21		
1311	Sotira, Anthony	435	61.18	25	13	15	13	3	14	15	0	0	98		
1309	Sotira, Joseph	328	46.13	25	25	17	11	9	14	15	1	0	117		
1310	Sotira, Micheal	487	68.50	25	5	13	8	4	16	15	2	0	88		
1636	Stein, Nicholas	194	27.29	25	20	14	8	6	15	11	0	0	99		
1617	Stevens, Thomas	160	22.50	25	20	13	15	0	8	14	0	0	95		
1441	Walsh, Michael	70	9.85	25	5	15	8	1	4	5	0	0	63		
1328	Weltner, Charles	85	11.95	25	0	9	9	1	5	15	1	0	65		
1692	Wicks, Trevor	82	11.53	25	0	8	6	1	8	3	0	0	51		
1732	Wisnowski, Steve	76	10.69	25	0	5	3	1	8	8	0	0	50		
1264	York, Thomas	66	9.28	25	0	2	4	4	4	6	2	0	47		

Total Fires Truck 1: 968
 Total Fires Engine 1: 711
 Total Fires Hose 1: 588
 Total Fires Hose 2: 645
 Total Fires Truck 3: 572
 Total Fires Hose 4: 586
 Total Fires Hose 5: 650
 Total Fires Emergency 9: 494
 Total Number of Incidents in Period: 1,294

Freeport Fire Department

Service Awards Report

Engine 1

Personnel Types: A, AP, B, BP, FM, FMP, LEAVE, MED,

Date Range: From 01/01/2022 to 12/31/2022

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inj.			
1149	Baer, David	251	35.30	25	8	20	8	2	7	15	1	0	86		
1402	Branch, Evan	116	16.32	25	0	11	9	18	11	10	0	0	84		
1814	Cappola, Matthew	83	11.67	25	0	6	11	4	9	9	0	0	64		
1354	Carney, James	30	4.22	0	5	4	11	1	6	13	0	0	40		
1625	Colgan, Matthew	196	27.57	25	8	15	20	4	14	15	0	0	101		
1204	Collins, John	103	14.49	25	0	11	8	8	15	15	1	0	83		
1830	Curcio, Joseph	98	13.78	25	0	1	9	15	9	5	0	0	64		
1352	Cusumano, Anthony	243	34.18	25	0	12	13	1	13	15	1	0	80		
1803	Dantuono, Joseph	58	8.16	25	20	11	11	2	5	7	0	0	81		
1600	Furnari, Thomas	40	5.63	0	0	8	6	1	5	3	0	0	23		
1828	Giorlando, Dane	171	24.05	25	0	6	1	2	8	8	0	0	50		
1799	Gregory, Mark	162	22.78	25	0	4	10	2	13	12	1	0	67		
1591	Griebel, Peter	48	6.75	0	0	11	6	1	4	9	0	0	31		
627	Jackson, Kevin	40	5.63	0	5	1	9	1	2	6	0	0	24		
1856	Kelleher, Ryan	0	0.00	0	0	0	15	1	0	0	0	0	16		
1857	Kelleher, Thomas	0	0.00	0	0	0	0	0	0	0	0	0	0		
1261	Laborne, Nicholas	197	27.71	25	10	17	10	5	7	15	0	0	89		
1571	Lamb, Michael	0	0.00	0	0	1	3	0	0	2	0	0	6		
1829	Lopez, Kelvin	110	15.47	25	0	5	13	11	13	6	0	0	73		
1452	Malone, Joseph	31	4.36	0	5	8	4	1	4	3	0	0	25		
1539	Martinez, Mauricio	0	0.00	0	0	5	3	0	0	0	0	0	8		
1570	McLean, Lincoln	29	4.08	0	0	3	8	1	4	5	1	0	22		
1443	Merecka, Matthew	67	9.42	25	5	7	8	1	10	12	0	0	68		
1742	Mills, Christopher	46	6.47	0	0	1	1	19	4	1	2	0	28		
1556	Molina, Christian	44	6.19	0	0	13	8	1	8	8	1	0	39		
607	Montano, Michael	108	15.19	25	0	4	9	6	5	6	1	0	56		

Date: 02/04/2023

Report Code: SERVREP

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inj.			
1708	Moscato, Matthew	158	16.32	25	0	11	10	20	20	15	2	0	103		
1180	Mulholland, George	284	29.34	25	0	19	17	7	20	15	2	0	105		
1536	Muñoz, Rafael	0	0.00	0	0	0	0	0	0	0	0	0	0		
1823	Olivier, Daniel	44	4.55	0	0	2	4	12	1	5	0	0	24		
1754	Peters, Robert	190	19.63	25	0	2	19	3	8	13	0	0	70		
1421	Riboul, Francky	57	5.89	0	0	3	6	14	9	15	1	0	48		
845	Rowan, Donald Jr.	79	8.16	25	0	3	8	4	5	7	0	0	52		
1656	Scrivano, Steven	104	10.74	25	0	4	15	1	8	9	1	0	63		
1530	Stebner, Christopher	76	7.85	25	5	8	7	3	7	15	0	0	70		
1761	Swanson, Kyle	219	22.62	25	0	7	4	20	14	15	0	0	85		
1772	Tomasicchio, Peter	37	3.82	0	8	9	5	5	3	10	1	0	41		
1621	Tomasicchio Jr, Peter M	36	3.72	0	0	1	3	7	4	6	0	0	21		
1777	Tymony, Jordan	20	2.07	0	0	2	8	2	5	7	0	0	24		
1843	Varrichio, James	269	27.79	25	0	14	14	20	20	15	1	0	109		
1511	Walsh, William D	0	0.00	0	0	0	6	0	0	0	0	0	6		
403	Wenk, Stephen	42	4.34	0	0	2	8	0	3	13	0	0	26		

Total Fires Truck 1: 968
Total Fires Engine 1: 711
Total Fires Hose 1: 588
Total Fires Hose 2: 645
Total Fires Hose 3: 572
Total Fires Hose 4: 586
Total Fires Hose 5: 650
Total Fires Emergency 9: 494
Total Number of Incidents in Period:1,294

Freeport Fire Department

Service Awards Report

Truck 1

Personal Types: A, AP, B, BP, FM, FMP, LEAVE, MED,
Date Range: From 01/01/2022 to 12/31/2022

ID Number	Name	Fire Calls			Non-Incident Activities										Total Points Awarded
		Total Attended	Percent Attended	Fire Points	Offices	Meeting	Training Total	Standbys	Drills	Misc	Public Education	Line of Duty Inj.			
1838	Accius, Renand	93	9.61	25	0	6	5	20	20	20	15	15	1	0	92
1145	Arroyo, Anthony	31	3.20	0	5	7	7	16	9	14	0	0	0	58	
1682	Ballard III, Gatha	58	5.99	0	0	4	15	2	11	9	1	0	0	42	
1741	Cadet, Rhika Jean	16	1.65	0	0	1	7	4	5	10	0	0	0	27	
1613	Cangialosi, Daniel	34	3.51	0	10	9	8	5	10	12	1	0	0	55	
1620	Chimeri, William	130	13.43	25	0	15	7	13	16	15	0	0	0	91	
1738	Collado, Franklin	106	10.95	25	0	4	13	1	11	15	3	0	0	72	
1711	Cruz, Jeffrey	63	6.51	0	0	8	14	20	19	15	2	0	0	78	
1671	Etter, Kevin	0	0.00	0	0	0	3	0	0	0	0	0	0	3	
1059	Falco, Joseph	167	17.25	25	5	8	10	10	20	15	0	0	0	93	
1663	Fee, James	29	3.00	0	0	4	5	3	7	9	0	0	0	28	
1782	Fee, Ryan	198	20.45	25	20	6	16	2	20	15	2	0	0	106	
1212	Fee, Thomas	86	8.88	25	0	1	7	4	6	15	0	0	0	58	
1279	Fee Jr., Francis	88	9.09	25	10	11	4	3	13	15	1	0	0	82	
1718	Ferreira, Damarcio	348	35.95	25	0	11	21	5	20	15	2	0	0	99	
1793	Gardenhire, John	391	40.39	25	5	12	18	11	20	15	1	0	0	107	
1474	Giordano, Vincent	8	0.83	0	13	18	3	2	20	15	1	0	0	72	
1312	Hashagen, Paul	0	0.00	0	0	0	0	0	0	0	0	0	0	0	
1614	Levine, Michael	71	7.33	0	0	3	5	9	12	6	0	0	0	35	
1303	Maguire, Raymond	141	14.57	25	0	20	17	1	17	15	0	0	0	95	
802	Martin III, Edward	29	3.00	0	10	7	5	7	10	12	0	0	0	51	
1622	Matthews, Djaun	158	16.32	25	0	6	16	20	20	15	3	0	0	105	
525	Mauersberger, Donald R	279	28.82	25	5	9	9	2	20	15	1	0	0	104	
545	Mauersberger, John	68	7.02	0	0	11	13	2	20	15	0	0	0	61	
1679	Mestheneas, Petros	803	82.95	25	0	12	25	20	20	15	1	0	0	118	
1581	Mikes, Stephen	392	40.50	25	20	15	17	9	20	15	1	0	0	122	

Date: 02/04/2023

Report Code: SFRVREP

INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT

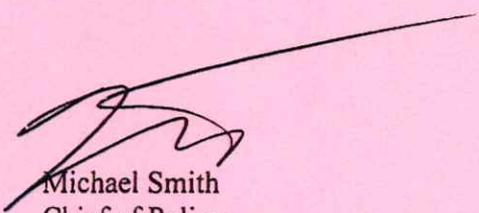
TO: Robert T Kennedy, Mayor
FROM: Michael Smith, Chief of Police
DATE: 04/27/2023
RE: Microsoft 365 Licenses and Protection

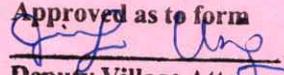
This is to request approval of a price adjustment for the purchase of Microsoft 365 from Dell Technologies. Microsoft 365 will provide the department with updates versions of each tool in the Microsoft suite, the most important being Outlook. Outlook is critical to internal and external communications. The current version of Outlook being utilized by the department is obsolete and will soon be no longer supported by Microsoft. The original request was sent for approval in January 2023. The contract will be in effect from 05/01/2023 to 02/29/24.

The total cost for this agreement was originally \$9,348.60. There was a slight price increase of \$179.22 to bring the price to \$9,527.82. This is budgeted in account A312004 542800 – Service Contracts. Current open PO#20235718.

LA Dell Marketing LP One Dell Way Round Rock TX 78680. The contact person is Jerry Greer, J_Greer@Dell.com.

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


Michael Smith
Chief of Police

Approved as to form

Deputy Village Attorney

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

WHEREAS, on January 23, 2023, the Board approved approve a contract with LA Dell Marketing LP, One Dell Way, Round Rock, TX 78680 for Microsoft 365 licenses and Barracuda e-mail protection for a cost of \$9,348.60 for a term beginning March 1, 2023 and ending February 29, 2024; and

WHEREAS, the Chief of Police is requesting Board approval of a price adjustment for the purchase of Microsoft 365 from Dell Technologies; and

WHEREAS, Microsoft 365 will provide the department with updated versions of each tool in the Microsoft suite; however, the current version of Outlook being utilized by the department is obsolete and will soon be no longer supported by Microsoft

WHEREAS, there was a slight price increase of \$179.22, for a total of \$9,527.82; and

WHEREAS, the contract will be in effect retroactive to May 1, 2023 through February 29, 2024; and

WHEREAS, this service will be budgeted in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve a contract amendment with LA Dell Marketing LP, One Dell Way, Round Rock, TX 78680, for Microsoft 365 licenses and Barracuda e-mail protection for a cost of \$9,527.82 for a term in effect retroactive to May 1, 2023 through 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



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000149853440.1	Sales Rep	Sabrina Ruocco
Total	\$6,326.22	Phone	(800) 456-3355, 80000
Customer #	530029454916	Email	Sabrina_Ruocco@Dell.com
Quoted On	Apr. 07, 2023	Billing To	ANDREW BERG
Expires by	May. 07, 2023		FREEPORT POLICE
Contract Name	OGS Microsoft Agreement - NY		40 N OCEAN AVE
Contract Code	C000000457014		FREEPORT, NY 11520
Customer Agreement #	PS68202		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Sabrina Ruocco

Shipping Group

Shipping To	Shipping Method
ANDREW BERG FREEPORT POLICE 40 N OCEAN AVE FREEPORT, NY 11520 (516) 377-2482	Standard Delivery

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	\$0.00	25	\$0.00
VLA ENTERPRISE EXCHANGE ONLINE PLAN1G SHRDSVR PER USER MONTHLY SUBLIC ALL LANGS	\$35.30	90	\$3,177.00
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	\$90.30	19	\$1,715.70
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$238.92	6	\$1,433.52

Subtotal:	\$6,326.22
Shipping:	\$0.00
Non-Taxable Amount:	\$6,326.22
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$6,326.22

Shipping Group Details

Shipping To

ANDREW BERG
 FREEPORT POLICE
 40 N OCEAN AVE
 FREEPORT, NY 11520
 (516) 377-2482

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	\$0.00	25	\$0.00

Estimated delivery if purchased today:
 Apr. 18, 2023
 Contract # C000000457014
 Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	AC535199	-	25	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE PLAN1G SHRDSVR PER USER MONTHLY SUBLIC ALL LANGS	\$35.30	90	\$3,177.00

Estimated delivery if purchased today:
 Apr. 18, 2023
 Contract # C000000457014
 Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE PLAN1G SHRDSVR PER USER MONTHLY SUBLIC ALL LANGS	AC535198	-	90	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	\$90.30	19	\$1,715.70

Estimated delivery if purchased today:
 Apr. 17, 2023
 Contract # C000000457014
 Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	AC535196	-	19	-

	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	\$238.92	6	\$1,433.52

Estimated delivery if purchased today:
 Apr. 17, 2023
 Contract # C000000457014
 Customer Agreement # PS68202

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 SHRDSVR SUBLIC PER USER ALL LANG	AC535197	-	6	-

Subtotal:	\$6,326.22
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total: \$6,326.22

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

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

DIRECTIVE

TO: Michael J. Smith, Chief of Police 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 Deputy Mayor Ellerbe, seconded by Trustee Squeri that the following resolution be adopted:

WHEREAS, the Freeport Police Department currently uses a version of Outlook for email, which is now obsolete and soon will no longer be supported by Microsoft; and

WHEREAS, the Department's e-mail system is critical to internal and external communications so it is necessary to upgrade to the new version of Outlook, contained in Microsoft 365; and

WHEREAS, the Department will also be purchasing Barracuda E-mail protection as an additional level of security for the system; and

WHEREAS, the Department has obtained three quotes, the lowest of which was from LA Dell Marketing LP, One Dell Way, Round Rock, TX 78680, for a total annual cost of \$9,348,60 (\$6,147.00 for the Microsoft 365 licenses and \$3,201.60 for the Barracuda e-mail protection); and

WHEREAS, this contract will run for a term beginning March 1, 2023 and ending February 29, 2024; and

WHEREAS, this service will be budgeted in account A312004 542800 – Service Contracts; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Chief of Police, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve a contract with LA Dell Marketing LP, One Dell Way, Round Rock, TX 78680 for Microsoft 365 licenses and Barracuda e-mail protection for a cost of \$9,348.60 for a term beginning March 1, 2023 and ending February 29, 2024.

The Clerk polled the Board as follows:

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

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

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

Board & Comm.

X Claims Examiner

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

OTHER

Smith, Chief Michael J.

From: Berg, Sgt Andrew
Sent: Thursday, April 27, 2023 10:34 AM
To: Smith, Chief Michael J.
Subject: FW: (External E-mail)RE: (External E-mail)RE: (External E-mail)RE: Freeport Police Outlook365 Tenant
Attachments: IDC - Microsoft 365 Licenses and Protection - Price Increase.docx

From: Berg, Sgt Andrew
Sent: Monday, April 10, 2023 12:53 PM
To: Smith, Chief Michael J. <m.smith@freeportpolice.org>
Cc: Giovanniello, PO Nicholas <giovanniellon@freeportpolice.org>
Subject: FW: (External E-mail)RE: (External E-mail)RE: (External E-mail)RE: Freeport Police Outlook365 Tenant

Chief Smith,

There was a miscommunication with Dell and the price for the first year of Microsoft 365 has gone up by \$179.22. We will need board approval to amend the PO. Attached is an IDC requesting the price adjustment.



Sgt Berg #21
Freeport Police Department
(516)377-2482

From: Greer, Jerry [<mailto:Jerry.Greer@dell.com>]
Sent: Friday, April 7, 2023 3:35 PM
To: Giovanniello, PO Nicholas <giovanniellon@freeportpolice.org>; Frank Prisciandaro <fprisciandaro@freeportny.gov>
Cc: Berg, Sgt Andrew <a.berg@freeportpolice.org>
Subject: RE: (External E-mail)RE: (External E-mail)RE: (External E-mail)RE: Freeport Police Outlook365 Tenant

Hi All,

Attached is the Dell final quote for you Net new Microsoft 0365 Agreement. Microsoft did raise the price from November please see attached quote. Also attached is all the paperwork for your agreement all I will need back is the signed Signfrom signed on page one of one and the whole document sent back to me with an update Po . Please let me know if you have any questions.

Thank you,

Jerry Greer

**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: May 8, 2023

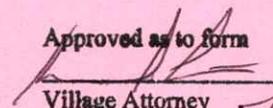
RE: EXTERIOR REPAIRS TO RESIDENTIAL HOUSES

Plans and Specifications for the above-referenced project are completed . It is now necessary to advertise for bids. The project calls for the repairs to the following residences that are in a state of disrepair and are now considered nuisance buildings:

60 Meister Blvd, Freeport, N.Y.
68 Ann Drive South, Freeport, N.Y.
82 President Street, Freeport, N.Y.
115 North Bergen Place, Freeport, N.Y.
213 Maxon Avenue, Freeport, N.Y.
216 Sportsman Avenue, Freeport, N.Y.
332 South Brookside Avenue, Freeport, N.Y.

The estimated cost for this project is \$175,000.00. Funding for this project will come from the Village General Fund with the account number to be determined at a later date. The Village will bill the property owner for all work performed along with associated Village costs, not to exceed ten percent of the cost of the work performed.

Therefore, it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on May 18, 2023. Bid documents will be available from May 22, 2023 through June 2, 2023. Bids will have a returnable date of June 6, 2023 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.

Approved as to form

Village Attorney 5/10/2023



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

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

WHEREAS, the Superintendent of Public Works is requesting Board approval to authorize the Village Clerk to publish a Notice to Bidders for the Exterior Repairs to Residential Houses; and

WHEREAS, plans and Specifications for the above-referenced project are completed; and

WHEREAS, the project calls for the repairs to the following residences that are in a state of disrepair and are now considered nuisance buildings:

- 60 Meister Blvd, Freeport, NY
- 68 Ann Drive South, Freeport, NY
- 82 President Street, Freeport, NY
- 115 North Bergen Place, Freeport, NY
- 213 Maxson Avenue, Freeport, NY
- 216 Sportsman Avenue, Freeport, NY
- 332 South Brookside Avenue, Freeport, NY

WHEREAS, the estimated cost for this project is \$175,000.00; and

WHEREAS, funding for this project will come from the Village General Fund with the account number to be determined at a later date; the Village will bill the property owner for all work performed along with associated Village costs, not to exceed ten percent of the cost of the work performed; and

NOW THEREFORE BE IT RESOLVED, that base upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "Exterior Repairs to Residential Houses", in the Freeport Herald and other relevant publications on May 18, 2023, with the specifications available from May 22, 2023 through June 2, 2023, with a return date of June 6, 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
Village Attorney
5/16/2023

NOTICE TO BIDDERS

EXTERIOR REPAIRS TO RESIDENTIAL HOUSES

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 "**EXTERIOR REPAIRS TO RESIDENTIAL HOUSES**" until 11:00 A.M. on **Tuesday, June 6, 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 obtained by visiting the Village website at www.freeportny.gov or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, May 22, 2023 until 4:30 P.M. Friday, June 2, 2023**. There is no fee for a set of bid documents.

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

The project calls for exterior repairs to residential houses within the Village of Freeport.

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

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

Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date –**May 18, 2023**

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: May 5, 2023

RE: COW MEADOW PARK FENCE REPLACEMENT REBID

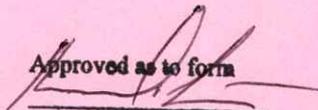
The above mentioned project calls for the installation of approximately 520 linear feet of new six foot high ornamental fence along with two motorized gates and two manual gates at Cow Meadow Park along South Main Street.

The Village received bids on September 13, 2022 for the referenced project. The lowest bid was submitted by **GTX Construction Associates Corp., 80 Henry Street, Freeport, NY 10520 in the amount of \$152,000.00**. The Village awarded the contract to GTX Construction Associates Corp. at the Board meeting on October 3, 2022. GTX Construction Associates Corp. has been unresponsive in performing the work. The Village contacted their bonding company however the bonding company informed us that the submitted bond was falsified by GTX Construction Associates Corp.

Accordingly, due to this breach of contract, it is recommended that the Board terminate the contract with **GTX Construction Associates Corp.** for the, **COW MEADOW PARK FENCE REPLACEMENT REBID**.



Robert R. Fisenne, P.E.

Approved as to form

Village Attorney
5/10/2023

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

WHEREAS, on October 3, 2022, the Board awarded the Cow Meadow Park Fence Replacement Rebid to GTX Construction Associates Corp., 80 Henry Street, Freeport, NY 11520, in the amount of \$152,000.00; and

WHEREAS, GTX Construction Associates Corporation has been unresponsive in performing the work; and

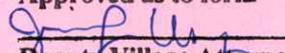
WHEREAS, the Village contacted their bonding company; however, the bonding company informed the Village that the submitted bond was falsified by GTX Construction Associates Corp.; and

WHEREAS, due to the breach of contract, the Superintendent of Public Works is requesting the Board to terminate the contract for the Cow Meadow Park Fence Replacement Rebid with GTX Construction Associates Corp., 80 Henry Street, Freeport, NY 11520; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the contract for the Cow Meadow Park Fence Replacement Rebid with GTX Construction Associates Corp., 80 Henry Street, Freeport, NY 11520, be terminated.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works October 4, 2022

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 3, 2022:

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

WHEREAS, the Village of Freeport has solicited bids for the Cow Meadow Park Fence Replacement Rebid; and

WHEREAS, twenty-one (21) bids were picked up and seven (7) bids were received on September 13 for the referenced project; and

WHEREAS, the bids ranged from a high of \$356,500.00 to the low bid of \$152,000.00; and

WHEREAS, the lowest responsible bid was submitted by GTX Construction Associates Corp., 80 Henry Street, Freeport, NY 10520 in the amount of \$152,000.00; and the Village has checked their references and all appear to be in good order; and

WHEREAS, funding for this project will come from a bond resolution that was authorized by the Village Board of Trustees on February 28, 2022 in the amount of \$2,500,000.00, (H719702-523001); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the Cow Meadow Park Fence Replacement Rebid to GTX Construction Associates Corp., 80 Henry Street, Freeport, NY 10520 in the amount of \$152,000.00.

The Clerk polled the Board as follows:

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

**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: May 5, 2023

RE: COW MEADOW PARK FENCE REPLACEMENT REBID 2

Plans and Specifications for the above-referenced project are completed . It is now necessary to advertise for bids. The project calls for the installation of approximately 520 linear feet of new six foot high ornamental fence along with two motorized gates and two manual gates at Cow Meadow Park along South Main Street.

The estimated cost for this project is \$175,000.00. Funding for this project will come from a bond resolution that was authorized by the Village Board of Trustees on February 28, 2022 in the amount of \$2,500,000.00.

Therefore, it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on May 18, 2023. Bid documents will be available from May 22, 2023 through June 2, 2023. Bids will have a returnable date of June 6, 2023 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.



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

Approved as to form
Village Attorney
5/10/2023

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

WHEREAS, the Superintendent of Public Works is requesting Board approval to authorize the Village Clerk to publish a Notice to Bidders for the Cow Meadow Park Fence Replacement Rebid 2; and

WHEREAS, plans and Specifications for the above-referenced project are completed; and

WHEREAS, the project calls for the installation of approximately 520 linear feet of new six foot high ornamental fence along with two motorized gates and two manual gates at Cow Meadow Park along South Main Street; and

WHEREAS, the estimated cost for this project is \$175,000.00; and

WHEREAS, funding for this project will come from a bond resolution that was authorized by the Village Board of Trustees on February 28, 2022 in the amount of \$2,500,000.00; and

NOW THEREFORE BE IT RESOLVED, that base upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "Cow Meadow Park Fence Replacement Rebid 2", in the Freeport Herald and other relevant publications on May 18, 2023, with the specifications available from May 22, 2023 through June 2, 2023, with a return date of June 6, 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

Village Attorney

5/10/2023

NOTICE TO BIDDERS

COW MEADOW PARK FENCE REPLACEMENT REBID 2

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 "COW MEADOW PARK FENCE REPLACEMENT REBID 2 " until 11:00 A.M. on **Tuesday, June 6, 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 obtained by visiting the Village website at www.freeportny.gov or obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Monday, May 22, 2023 until 4:30 P.M. Friday, June 2, 2023**. There is no fee for a set of bid documents.

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

The project calls for the installation of approximately 520 linear feet of new six foot high ornamental fence along with two motorized gates and two manual gates at Cow Meadow Park.

The successful bidder will be required to furnish a Performance Bond, and Labor and Material Bond in the statutory form.

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

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

Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date –**May 18, 2023**

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: April 26, 2023

RE: REHABILITATION OF THE FREEPORT ARMORY BUILDING- PHASE 2

Forty-five (45) bids were picked up and five (5) bids were received on April 11, 2023 for the referenced project. The project calls for the interior rehabilitation of the east wing of the building, new lighting, new HVAC units, restroom modifications and all new interior finishes.

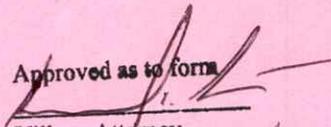
The bids ranged from a high of \$782,000.00 to the low bid of \$509,300.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this project will come from an anticipated bond resolution by the Village Board for \$700,000.00. We anticipate partial reimbursement of the project cost through grant funding.

The low bid was submitted by Talty Construction Inc., 180 Powell Avenue, Rockville Centre, N.Y. 11570 in the amount of \$509,300.00. We have checked their references and all appear to be in good order.

Accordingly, it is recommended that the contract, "**REHABILITATION OF THE FREEPORT ARMORY BUILDING- PHASE 2**" be awarded to the lowest responsible bidder Talty Construction Inc., 180 Powell Avenue, Rockville Centre, N.Y. 11570, in the amount of \$509,300.00 total bid.



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

Approved as to form

Village Attorney

5/10/2023

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

WHEREAS, on March 13, 2023, the Board authorized the Village Clerk to the Village Clerk to publish a Notice to Bidders for the Rehabilitation of the Freeport Armory Building- Phase 2; and

WHEREAS, forty-five (45) bids were picked up and five (5) bids were received on April 11, 2023 for the referenced project; and

WHEREAS, the bids ranged from a high of \$782,000.00 to a low bid of \$509,300.00 and the Department of Public Works has reviewed and checked all bids and found them in good order; and

WHEREAS, the lowest and responsible bidder was submitted by Talty Construction Inc., 180 Powell Avenue, Rockville Centre, N.Y. 11570, in the amount of \$509,300.00; and

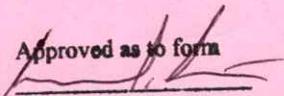
WHEREAS, funding for this project will come from a bond resolution approved by the Village Board of Trustees on July 29, 2020 for \$700,000.00; the Village anticipates full reimbursement of the project cost through grant funding; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the Rehabilitation of the Freeport Armory Building- Phase 2 to Talty Construction Inc., 180 Powell Avenue, Rockville Centre, N.Y. 11570, in the amount of \$509,300.00.

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

5/10/2023

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: Robert R. Fisenne, Superintendent of Public Works March 16, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 13, 2023:

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

WHEREAS, the Superintendent of Public Works is requesting the Board to authorize the Village Clerk to publish a Notice to Bidders for the Rehabilitation of the Freeport Armory Building- Phase 2; and

WHEREAS, plans and specifications for the above-referenced project will be completed shortly; and

WHEREAS, the project calls for the interior rehabilitation of the upstairs east wing of the building, including asbestos abatement, new lighting, new HVAC units, restroom modifications and all new interior finishes; and

WHEREAS, the estimated cost for this project is \$250,000.00; and

WHEREAS, funding for this project will come from a bond resolution approved by the Village Board of Trustees on July 29, 2020 for \$700,000.00; the Village anticipates full reimbursement of the project cost through grant funding; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “Rehabilitation of the Freeport Armory Building- Phase 2” in the Freeport Herald and other relevant publications on March 23, 2023, with the specifications available from March 27, 2023 through April 7, 2023, with a return date of April 11, 2023.

The Clerk polled the Board as follows:

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

cc:

X Auditor
X Assessor

X Electric Utilities
X Fire Dept.

X Registrar
X Rec. Center

INCORPORATED VILLAGE OF FREEPORT ENGINEERING DIVISION		PROJECT: REHABILITATION OF THE FREEPORT ARMORY BUILDING - PHASE II		BID DATE: APRIL 11, 2023	
		TALTY CONSTRUCTION	PREFERRED CONSTRUCTION	JMF CONTRACTING INC	
		108 POWELL AVENUE ROCKVILLE CENTRE, NY 11570	47 WERMAN COURT PLAINVIEW, NY 11803	80 REMINGTON BOULEVARD RONKONKOMA, NY 11779	
		TOTAL COST	TOTAL COST	TOTAL COST	
ITEM NO.	DESCRIPTION				
1A	GENERAL CONDITIONS	\$ 27,660.00	\$ 18,000.00	\$	60,000.00
1B	BONDS AND INSURANCES	\$ 15,000.00	\$ 33,000.00	\$	32,000.00
1C	PROJECT SUPERVISION	\$ 25,040.00	\$ 37,000.00	\$	40,000.00
2	DEMOLITION	\$ 22,200.00	\$ 18,000.00	\$	35,000.00
3	PLUMBING AND FIXTURES	\$ 85,100.00	\$ 80,000.00	\$	75,000.00
4	CARPENTRY	\$ 42,000.00	\$ 20,000.00	\$	30,000.00
5	DOORS	\$ 30,000.00	\$ 36,000.00	\$	25,000.00
6	FINISHES	\$ 115,300.00	\$ 160,000.00	\$	159,000.00
7	ELECTRICAL WORK	\$ 40,000.00	\$ 72,000.00	\$	90,000.00
8	MECHANICALS	\$ 82,000.00	\$ 88,000.00	\$	115,000.00
9	ALLOWANCES FOR WORK NOT COVERED IN THE PLANS AND SPECIFICATIONS	\$ 25,000.00	\$ 25,000.00	\$	25,000.00
TOTAL		\$ 509,300.00	\$ 587,000.00	\$	686,000.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: REHABILITATION OF THE FREEPORT ARMORY BUILDING - PHASE II

BID DATE: APRIL 11, 2023

G&D RESTORATION CORP

215 ANDREWS ROAD
MINEOLA, NY 11501

STALCO CONSTRUCTION, INC

1316 MOTOR PARKWAY
ISLANDIA, NY 11749

ITEM NO.	DESCRIPTION	TOTAL COST	TOTAL COST	TOTAL COST
1A	GENERAL CONDITIONS	\$ 113,000.00	\$	\$ 45,000.00
1B	BONDS AND INSURANCES	\$ 22,515.00	\$	\$ 30,000.00
1C	PROJECT SUPERVISION	\$ 22,715.00	\$	\$ 50,000.00
2	DEMOLITION	\$ 21,600.00	\$	\$ 88,000.00
3	PLUMBING AND FIXTURES	\$ 106,000.00	\$	\$ 75,000.00
4	CARPENTRY	\$ 72,540.00	\$	\$ 123,000.00
5	DOORS	\$ 46,856.00	\$	\$ 25,000.00
6	FINISHES	\$ 192,888.00	\$	\$ 178,000.00
7	ELECTRICAL WORK	\$ 50,400.00	\$	\$ 53,000.00
8	MECHANICALS	\$ 83,400.00	\$	\$ 90,000.00
9	ALLOWANCES FOR WORK NOT COVERED IN THE PLANS AND SPECIFICATIONS	\$ 25,000.00	\$	\$ 25,000.00
TOTAL		\$ 757,014.00	\$	\$ 782,000.00

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

To: Mayor Robert T. Kennedy
From: Victoria Dinielli, Manager - Recreation Center
Date: April 25, 2023

Re: Freeport Nautical Festival - Rides

The Annual Freeport Nautical Festival on Woodcleft Avenue is scheduled for Saturday, June 3, 2023

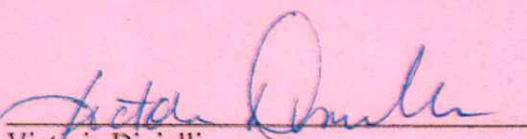
At this time, we are requesting that the Village enter into an agreement with All Star Midway, located at 2 Charm City Drive, Port Jefferson Station, NY 11776. The owner is Joe Fragapane. Telephone # is 631-476-5731. All Star will provide the eight children's amusement rides for the Nautical Festival in the parking lot adjacent to the museum on Woodcleft Avenue.

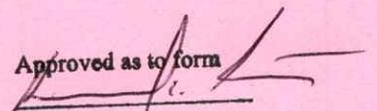
All Star agrees to pay Freeport the sum of twenty-five percent (25%) of the gross ride receipts. The (unsigned) agreement is attached with this memo. Upon approval, this agreement will be signed. All Star Midway's will provide a current Certificate of Insurance. The policy will be for \$2,000,000 and will list the VOF as additionally insured.

All Star Midway will begin the break down process at 9:00pm on Saturday, June 3, 2023, and all rides/equipment will be removed by Monday, June 5, 2023.

If the above information meets with your authorization, I request that this item is presented at the next Village Board Meeting for final approval.

Thanking you in advance for your attention to this matter.


Victoria Dinielli
Manager, Recreation Center

Approved as to form

Village Attorney
5/10/2023

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

WHEREAS, the Annual Nautical Festival on Woodcleft Avenue is scheduled for Saturday, June 3, 2023; and

WHEREAS, the Village wishes to provide children's amusement park rides for the Nautical Festival in the parking lot adjacent to the museum on Woodcleft Avenue; and

WHEREAS, All Star Midway, 2 Charm City Drive, Port Jefferson Station, New York, 11776, is a company that is qualified to provide amusement rides for the Nautical Mile Festival; and

WHEREAS, All Star Midway will pay the Village the sum of twenty-five percent (25%) of the gross ride receipts revenue; and

WHEREAS, All Star Midway will provide a current Certificate of Insurance, and the policy will be for \$2,000,000; and will list the Village as additionally insured; and

WHEREAS, the rides will be in operation on Saturday, June 3, 2023 from 10 am until 8 pm; and

WHEREAS, All Star Midway will begin the breakdown process with all rides and events at 9 pm, on Saturday, June 3, 2023; and all rides/equipment will be removed by Monday, June 5, 2023; and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be permitted to execute any documentation to enter into an agreement between the Village of Freeport and All Star Midway, 2 Charm City Drive, Port Jefferson Station, New York, 11776, for the 2023 Nautical Mile Festival from June 3, 2023 until June 5, 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
Village Attorney

5/10/2023

Amusement Company
AGREEMENT

THIS AGREEMENT, is entered into on the ___ day of May, 2023, by and between ALL STAR MIDWAY, located at 2 Charm City Drive, Port Jefferson Station New York 11776, hereinafter known as **ASM** and the Incorporated Village of Freeport, a municipal corporation having offices at 46 N. Ocean Avenue, Freeport, New York, 11520, hereinafter known as "IVF."

WITNESSETH:

WHEREAS, ASM, has the expertise and experience to be the amusement ride and game vendor at the Freeport Nautical Festival, and Lifetime is willing and able to provide said services to the Incorporated Village of Freeport as follows:

1. ASM agrees to present its amusement assembly consisting of quality entertainment shows, riding devices, music, games, carnival food concessions, in the Village of Freeport, State of New York, for a period of 1 day, Saturday, June 3, 2023.
2. ASM, as its cost, shall furnish tickets, ticket boxes, and full cooperation with IVF in making the event a success.
3. IVF, at its cost, hereby agrees to furnish and obtain all necessary state and local permits and all licenses and to pay taxes as required by law, water, police protection, posters and newspaper advertising, as well as a suitable location of grounds, known as Municipal Parking Lot, Museum, Woodcleft Avenue.
4. ASM shall have the exclusive privilege of providing all riding devices and as room allows will provide 6 - 8 kiddie ride attractions, carnival games and carnival food.
5. Definition of words which apply to this contract:

Professional: Any person or group of people that derive personal monetary profit from their operation, services or work;

Non-professional: Any individual or group of individuals that receive no monetary reward from their services or work;

Game: Any device, paraphernalia or personal involvement that uses premiums or money as a reward;

Ride or riding devices: Any device or group of devices that people ride on, in or about; be it animal or material;

Show: Midway type, Professional Shows. Any type of exhibit be it freak, exhibitory or so-called educational that either charges or receives monetary remuneration by ticket or donation. (Excluding grandstand shows);

Concession: Selling food and/or non alcoholic drinks.

6. As consideration of the above mentioned, ASM agrees to pay IVF the sum of Thirty (25%) percent of the gross receipts from the operation of all rides. Payments shall be made on account of daily receipts from rides and shows by the following A.M.
7. In the event of sickness or death of any performer, then ASM shall have a reasonable time to replace such act or performer, and if unable to do so, will be relieved of providing same. In the event of railroad or truck accident, delay, strikes, labor shortages, fire, flood, cyclone, epidemic, other acts of God or public enemy, or should any other unforeseen occurrence over which ASM has no control preventing ASM from performing this agreement, the said agreement shall be deemed null and void with no liability of either party to the other.

8. HOLD HARMLESS AGREEMENT

Notwithstanding the obligation of ASM to provide and maintain insurance in the amount of a \$2,000,000 liability insurance, to the fullest extent permitted by law shall also save, hold harmless and indemnify the Incorporated Village of Freeport, its trustees, agents, servants and employees, from and against any and all actions, suits, claims, losses, costs and damages of any kind or nature (including but not limited to all fees and charges of attorneys and other professionals and all Court or arbitration or other dispute resolution costs) caused by or arising out of or in any way resulting from the performance of the services rendered by ASM.

9. Hours for all events: Saturday, June 3, 2023; 10am to 8pm All ticket sales are to cease ½ hour prior to the day's event closing.
10. This agreement shall not be binding on party of the first part until accepted in writing by its president.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of May, 2023.

By: ALL STAR MIDWAY

Owner

Approved as to Form:

Howard E. Colton, Village Attorney

INCORPORATED VILLAGE OF FREEPORT

By: _____
ROBERT T. KENNEDY, MAYOR

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

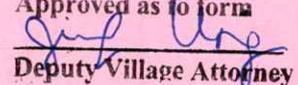
To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: May 10, 2023
Re: Rental agreement Freeport Kayak

Enclosed please find a proposed lease between the Village of Freeport and Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals, 33 Waterview Place, Lynbrook, New York 11563, for the use of Waterfront Park for launching of kayak rentals. The lease takes place during the summer months (June, July & August) for the year 2023. The village will receive rental payments of \$700 per month. As per the terms of the lease, the lease rights to use Waterfront Park is restricted to Friday, Saturday and Sunday. Freeport Kayak will pay a per-diem rate of \$87.50 per day for the last weekend in May and the first weekend in September. This request is for approval of this lease.

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



Howard E. Colton
Village Attorney
By: Robert McLaughlin
Deputy Village Attorney

Approved as to form

Deputy Village Attorney

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

WHEREAS, Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals, 33 Waterview Place, Lynbrook, New York 11563 has need for use of Waterfront Park, within the Village of Freeport, in order to launch their kayaks for guided tours of the adjacent waterways; and

WHEREAS, the lease between the Village of Freeport, Landlord, and Freeport Kayak, Tenant, will be from May 27, 2023 through September 3, 2023; and

WHEREAS, the lease rights to the use of Waterfront Park is restricted to Friday, Saturday, and Sunday for a rent of \$700 per month; and

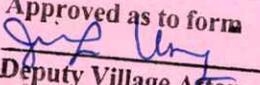
WHEREAS, the rent will be prorated at \$87.50 per day for May 27, 28, and 29; and September 2, 3, and 4 of 2022 (a total of 6 days), and any additional paddling days will be prorated and paid after September 3, 2023; and

WHEREAS, a security deposit of \$1,100 to secure the faithful performance by Tenant during all terms of the lease and to be returned to Tenant as specified in the lease; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board approve and the Mayor be and is hereby authorized to enter into an agreement with Freeport Kayak Rentals, 33 Waterview Place, Lynbrook, New York 11563 for a term from May 27, 2023 through September 3, 2023 for use of Waterfront Park for a cost of \$700 per month, a security deposit of \$1,100, and will be prorated at \$87.50 per day for May 27, 28, and 29; and September 2, 3, and 4 of 2023 (a total of 6 days), and any additional paddling days will be prorated and paid after September 3, 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

LEASE

Between

Incorporated Village of Freeport, Landlord,

And

Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals

This lease is made and entered into by and between Incorporated Village of Freeport, a municipal corporation organized in the County of Nassau, State of New York, referred to in this contract as Landlord, whose principal place of business is 46 North Ocean Avenue, Freeport, N.Y. 11520, and Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals a domestic business corporation organized in the County of Nassau State of New York, referred to in this contract as Tenant, whose principle place of business is 33 Waterview Pl. Lynbrook 11563.

SECTION ONE. DEFINITIONS

A.

Specific Definitions. As used throughout this lease, the following terms have the following meanings:

(1)

Landlord: Incorporated Village of Freeport, also known as Village.

(2)

Tenant: Arya Roopnarine Inc.

(3)

Premises: Waterfront Park located at 957 South Long Beach Avenue, Freeport, NY 11520

(4)

Purpose: Kayak Rentals

(5)

Tenant's Notice Address: 33 Waterview Pl. Lynbrook NY 11563.

(6)

Term: May 27, 2023 through September 3, 2023 for use on from sun up to sun down.

(7)

Base Rental: \$700 Per Month and prorated at \$87.50 per day for May 27, 28, & 29. September 2, 3 & 4 2023, total of 6 days. Any additional paddling days will be prorated and paid after September 3, 2023.

(8)

Security Deposit: \$ 1,100 to secure the faithful performance by Tenant of all of the terms, covenants, and conditions of this lease to be kept and performed by Tenant during the term, and to be returned to Tenant as specified in this lease.

B.

General Definitions. As used throughout this lease, the following words have the meanings set out after such words, unless the context in which they appear clearly indicates otherwise.

(1)

Alteration. Any addition or change to, or modification of, the premises made by Tenant after any initial fixturing period, including, without limitation, the installation of fixtures, Tenant's trade fixtures, and Tenant's improvements as defined in this lease.

(2)

Authorized representative. Any officer, agent, employee, or independent contractor retained or employed by either party, acting within the authority given him or her by that party.

(3)

Damage. Death, injury, deterioration, or loss to a person or injury, deterioration, or loss to property caused by another person's acts or omissions.

(4)

Damages. Monetary compensation or indemnity that can be recovered in the courts by any person who has suffered damage to the person, property, or rights of such person through another's act or omission.

(5)

Destruction. Any damage, as defined in this lease, to or disfigurement of the premises.

(6)

Encumbrance. Any deed of trust, mortgage, or other written security device or agreement affecting the premises, and the note or other obligation secured by it.

(7)

Expiration. The coming to an end of the time specified in the lease as its duration, including any extension of the term, if applicable.

(8)

Good condition. The good physical condition of the premises and each portion of the premises, including, without limitation, signs, windows, appurtenances, and Tenant's personal property as defined in this lease. "In good condition" means first class, neat, and broom clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

(9)

Hold harmless. To defend and indemnify from all liability, losses, penalties, damages as defined in this lease, costs, expenses, including, without limitation, attorneys' fees, causes of action, claims, or judgments arising out of or related to any damage, as defined in this lease, to any person or property.

(10)

Law. Any judicial decision, constitution, statute, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body, such as board of fire examiners or public utilities.

(11)

Lender. Beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined in this lease.

(12)

Lien. Charge imposed on the premises by someone other than Landlord by which the premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics liens.

(13)

Maintenance. Repairs, replacement, repainting and cleaning.

(14)

Person. One or more human beings or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

(15)

Provision. Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

(16)

Rent. Base rental, additional rental, prepaid rent, security deposit, and other similar charges payable by Tenant to Landlord.

(17)

Restoration. Reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the premises and other property to substantially the same physical condition as they were in immediately before the destruction.

(18)

Successor. Any assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.

(19)

Tenant's improvements. Any addition to or modification of the premises made by Tenant before, at, or after commencement of the term, including, without limitation, fixtures, but not including Tenant's trade fixtures, as defined in this lease.

(20)

Tenant's personal property. Tenant's equipment, furniture, merchandise, and movable property placed in the premises by Tenant, including Tenant's trade fixtures, as defined in this lease.

(21)

Tenant's trade fixtures. Any property installed in or on the premises by Tenant for purposes of trade, manufacture, ornament, or related use.

(22)

Termination. The ending of the term for any reason before expiration, as defined in this lease.

SECTION TWO. DELAY IN DELIVERY OF POSSESSION

If Landlord is unable to deliver possession of the premises by the date specified for the commencement of the term as a result of causes beyond Landlord's reasonable control, Landlord shall not be liable for any damage caused for failing to deliver possession, and this lease may be terminated by the Tenant, and Tenant shall not be liable for rent until Landlord delivers possession of the premises to Tenant, but the term shall not be extended by the delay.

SECTION THREE. LEASING AND PAYMENT OF BASE RENTAL

Landlord leases to Tenant and Tenant rents from Landlord the premises for the term and for the rent as defined in Section One. Tenant agrees to pay to Landlord each installment of base rental, in advance on the first day of each month of the term with the rent for the first month and the prorated amount for the month of May to be paid upon the execution of this lease.

The rent shall be paid by Tenant to Landlord, without deduction or offset, in lawful money of the United States of America, at the building office or to such other person or at such other place as Landlord may from time to time designate in writing.

No security or guaranty which may now or subsequently be furnished Landlord for the payment of the rent or for performance by Tenant of the other covenants or conditions of this lease shall in any way be a bar or defense to any action in unlawful detainer, or for the recovery of the premises, or to any action which Landlord may at any time commence for a breach of any of the covenants or conditions of this lease.

SECTION FOUR. SECURITY

Tenant shall pay to Landlord upon the execution of the lease the security deposit required in Section One, Paragraph A, Subparagraph (12). Landlord shall not be required to segregate the security deposit from its other funds and no interest shall accrue or be payable with respect to it. The security deposit shall be returned to Tenant on or before October 1, 2019 by check mailed to Tenant following the Village's submission of a claim form to the Village treasurer and the approval of the check by the Village Board and/or the Mayor.

SECTION FIVE. ADDITIONAL RENTAL

Any charge to the Tenant by the Landlord resulting from a breach by the Tenant shall be considered additional rent.

SECTION SIX. USE OF PREMISES

The premises are leased to the Tenant for the Purpose set forth in Section One, Paragraph A, Subparagraph (4), and for no other purposes.

SECTION SEVEN. ALTERATIONS, MECHANICS' LIENS

Tenant shall not make, directly or indirectly, any alterations without first obtaining the written consent of Landlord. Any alteration shall become at once a part of the realty and belong to Landlord subject, however, to Landlord's right to require removal and restoration as provided in Section Sixteen of this lease. Tenant shall keep the premises free from any liens arising out

of any work performed, material furnished, or obligations incurred by Tenant. Tenant agrees that if Tenant shall make any alterations of the premises, Tenant will not take such action until 5 days after receipt by Tenant of the written consent of Landlord required by this Section Seven, in order that Landlord may post appropriate notices to avoid any possible liability with respect to mechanics' liens or other such claims. Tenant shall at all times permit such notices to be posted and to remain posted until the completion and acceptance of such work. Consent for such alterations shall not be unreasonably withheld by Landlord.

SECTION EIGHT. WORK TO BE PERFORMED BY LANDLORD

Landlord shall not be required to perform any work upon the premises of any type or nature unless a special agreement to that effect is expressed in a rider attached to and forming a part of this lease and then only to the extent such work is set forth in the rider. Such rider to be effective shall be signed by both Landlord and Tenant, and shall clearly identify its applicability to this lease.

SECTION NINE. RESTRICTIONS ON USE

No use shall be made or permitted to be made of the premises, nor acts done that will increase the existing rate of insurance upon the building, or cause a cancellation of any insurance policy covering such building, or any part of it. Tenant shall not sell, or permit to be kept, used, or sold, in or about the premises any article that may be prohibited by the standard form of fire insurance policies. Tenant shall, at Tenant's sole cost and expense, comply with any and all requirements, pertaining to the premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering such building and appurtenances.

Tenant shall not do or permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of other Tenants or use or allow the premises to be used for any immoral, unlawful, or objectionable purposes. No loudspeakers or other similar device, system, or apparatus which can be heard outside the premises shall, without the prior written approval of Landlord, be used in or at the premises. Tenant shall not commit any blockage of entry to the premises or otherwise interfere with the usage by the Village .

SECTION TEN. COMPLIANCE WITH LAW

Tenant shall, at its sole cost and expense, comply with all laws pertaining to Tenant's use of the premises, and shall faithfully observe all laws in the use of the premises. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party to it or not, that Tenant has violated any law in the use of the premises shall be conclusive of that fact as between Landlord and Tenant. Without limiting the generality of the foregoing, the duties of Tenant under this provision shall include the making of all such alterations of the premises as may be required by law by reason

of the particular manner or mode of use of the premises by Tenant, or occasioned by reason of the failure of Tenant to maintain or repair the premises as required under this lease.

SECTION ELEVEN. INDEMNITY AND EXCULPATIONS; INSURANCE

A.

Exculpation and Indemnity of Landlord. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property, and Tenant waives all claims against Landlord for damage to person or property from any cause. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the premises and the building. A party's obligation under this Section Eleven to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

B.

Public Liability and Property Damage Insurance. Tenant at its cost shall maintain public liability and property damage insurance with liability limits of not less than \$1 million and \$1 million per occurrence, and property limits of not less than \$1 million per occurrence insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section Eleven, Subparagraph A. Both parties shall be named as additional insureds; the policy shall contain cross-liability endorsements, and shall be primary insurance as far as Landlord is concerned.

C.

Increase in Amount of Public Liability and Property Damage Insurance. Not more frequently than every three years, if, in the opinion of Landlord's lender or of the insurance broker retained by Landlord, the amount of public liability and property damage insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as reasonably required by either Landlord's lender or Landlord's insurance broker.

D.

Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to any person, or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any fire and extended coverage insurance policies carried by the parties and in force at the time of any such damage. Tenant shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against Landlord in connection with any damage covered by

any policy.

E.

Other Insurance Matters. All the insurance required under this lease shall:

1.

Be issued by insurance companies authorized to do business in the State of New York, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.

2.

Be issued as a primary policy.

3.

Contain an endorsement requiring 30 days written notice from the insurance company to both parties and Landlord's lender before cancellation or change in the coverage, scope, or amount of any policy.

4.

Be renewed not less than 20 days before expiration of the term of the policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with Landlord at the commencement of the term and on each renewal of the policy.

SECTION TWELVE. RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations printed on or attached to this lease and all reasonable modifications of and additions to it from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other Tenant or occupant of the building of any of such rules and regulations.

SECTION THIRTEEN. UTILITIES

Landlord shall not be required to furnish any utilities to Tenant.

SECTION FOURTEEN. REPAIR

By taking possession of the premises leased under this lease, Tenant accepts the premises as being in good sanitary order, condition, and repair. Tenant, at Tenant's sole cost and expense, shall keep the premises and every part of it in good condition and repair, damage to it by fire, earthquake, act of God or the elements excepted. Tenant waives all rights to make repairs at the expense of Landlord as provided in any law, statute, or ordinance now or subsequently in

effect. Upon the expiration or earlier termination of the term, Tenant shall surrender the premises to Landlord in the same condition as when received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements excepted. No representations respecting the conditions of the premises or have been made by Landlord to Tenant except as specifically stated in this lease.

SECTION FIFTEEN. RESTORATION OF PREMISES

Tenant agrees that prior to the expiration of the term of the lease, or upon the earlier termination of the lease, or upon Tenant's unlawful abandonment of the premises, whichever occurs first, Tenant will leave the premises in the same condition as when received, reasonable wear and tear, loss by fire or other casualty, and acts of God excepted, and if Tenant made any alteration or improvement of the premises, with or without Landlord's consent as required by the terms of this lease, Tenant will in all cases restore the premises substantially to their original condition as of the inception of the term of the lease, wear and tear, loss by fire or other casualty, and acts of God excepted, unless Landlord has expressly set forth in writing that a particular alteration or improvement shall not be removed.

SECTION SIXTEEN. ENTRY

- A. By Owner: Tenant shall permit Landlord and its authorized representatives to enter the premises at all reasonable times for purposes of inspection, maintenance, or making repairs or additions to, or alterations of, any other portion of the Premises, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of nonliability for alterations or repairs.
- B. By Tenant: Tenant shall use the North gate at South Long Beach Avenue for entry to the Premises.

SECTION SEVENTEEN. ABANDONMENT OF PREMISES

Tenant shall not vacate or abandon the premises at any time during the term. If Tenant abandons, vacates, or surrenders the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the premises shall be deemed to be abandoned, and, at the option of Landlord, such property may either be removed and stored in any public warehouse or elsewhere at the cost of and for the account of Tenant.

SECTION EIGHTEEN. REMOVAL OF TRADE FIXTURES OF TENANT AT END OF TERM

If Tenant shall fully and faithfully perform all of Tenant's obligations under this lease, then Tenant may, and upon the request of Landlord shall, remove all trade fixtures installed in the premises by Tenant at the expiration or termination of the term of this lease, or any renewal of

this lease, provided that such removal may be effected without damage to the premises.

SECTION NINETEEN. SURRENDER OF LEASE

The voluntary or other surrender of this lease by Tenant, accepted by Landlord, or the mutual cancellation of this lease, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subleases or sub tenancies or operate as an assignment to Landlord of any or all of such subleases or sub tenancies.

SECTION TWENTY. HOLDING OVER

Any holding over after the expiration of the term of this lease without the consent of Landlord shall be construed to be a tenancy from month to month at a rent equal to twice the rent payable if this lease were still in force and effect.

SECTION TWENTY ONE. GRACE PERIOD

A.

No default or breach of any of the covenants and conditions shall exist on the part of Landlord or Tenant until the party claiming default or breach shall serve upon the other a written notice, as provided in this lease, specifying with particularity wherein such default or breach is alleged to exist, and the other party shall fail to perform or observe such covenant or condition, as the case may be, within 10 days after the serving of such notice on it. No notice shall be construed to extend the lease term or convert the lease term to any tenancy other than a month to month tenancy.

B.

In the event, however, that any penalty be incurred or created, or interest be charged by reason of lapse of time due to the failure or omission of such party to have performed or observed such covenant or condition, then such party shall bear and pay such penalty or discharge such interest as additional rental under this lease.

C.

The foregoing period of grace shall not apply to rent payments or other payments required of Tenant under this lease, the time of such payments being of the essence of this lease.

D.

If either party shall be delayed or prevented from the performance of any act required by this lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive laws, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be extended for a period equivalent to the period of such delay, provided, however, that nothing in this section shall excuse Tenant from the prompt payment of any rent or other charge required of Tenant except

as may be expressly provided elsewhere in this lease.

SECTION TWENTY TWO. LANDLORD'S REMEDIES UPON DEFAULT

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive but are in addition to any remedies now or later allowed by law.

A.

Landlord shall have the right either to terminate Tenant's right to possession of the premises and thereby terminate this lease or to have this lease continue in full force and effect with Tenant at all times having the right to possession of the premises. Should Landlord elect to terminate Tenant's right to possession of the premises and terminate this lease, then Landlord shall have the immediate right of entry and may remove all persons and property from the premises. Such property so removed may be stored in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such termination, Landlord, shall be entitled to recover from Tenant the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Tenant professes could be reasonably avoided. The worth at the time of award of the amount referred to in this section shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of New York at the time of the award plus one percent. Tenant agrees that any calculation of remedy shall not be reduced by any requirement or obligation to of the Landlord to mitigate damages.

B.

As used in this lease, the term "time of award" shall mean either the date upon which Tenant pays to Landlord the amount recoverable by Landlord as set forth in this lease or the date of entry of any determination, order, or judgment of any court or other legally constituted body, or of any arbitrators, determining the amount recoverable, whichever occurs first.

C.

Should Landlord, following any breach or default of this lease by Tenant, elect to keep this lease in full force and effect, for so long as Landlord does not terminate Tenant's right to possession of the premises, notwithstanding the fact that Tenant may have abandoned the premises, then Landlord, in addition to all other rights and remedies which Landlord may have at law or in equity, shall have the right to enforce all of Landlord's rights and remedies under this lease. Notwithstanding any such election to have this lease remain in full force and effect, Landlord may at any time thereafter elect to terminate Tenant's right to possession of the premises and thereby terminate this lease for any previous breach or default which remains uncured, or for any subsequent breach or default. For the purposes of Landlord's right to continue this lease in effect upon Tenant's breach or default, act of maintenance or preservation, or efforts of Landlord to relent the property, or the appointment of a receiver on initiative of Landlord to protect its interest under this lease, do not constitute a termination of Tenant's right to possession.

D.

In the event Landlord elects, upon breach or default of this lease by Tenant, to keep this lease in full force and effect, Landlord may, as attorney-in-fact of Tenant, from time to time sublet the premises or any part of it for such term and at such rent and upon such other terms as Landlord at Landlord's sole discretion may deem advisable, with the right to make alterations, restoration, and maintenance to the premises. Upon each such subletting, (1) the Tenant shall be immediately liable to pay to Landlord, in addition to indebtedness other than rent due under this lease, the cost of such subletting and of such alterations and repairs incurred by Landlord, and the amount by which the rent under this lease for the period of such subletting, to the extent such period does not exceed the term of this lease, exceeds the amount agreed to be paid as rent for the premises for such period of such subletting, or (2) at the option of Landlord, rents received from such subletting shall be applied: first, to payment of indebtedness other than rent due under this lease from Tenant to Landlord; second, to the payment of costs of such subletting and of such alterations and repairs; third, to payment of rent due and unpaid under this lease; and the residue, if any, shall be held by Landlord and applied in payment of future rents as they become due under this lease. If Tenant has been credited with any rent to be received by such subletting under option (1) and such rent shall not be promptly paid to Landlord by the subtenant, or if such rent received from such subletting under option (2) during any month be less than that to be paid during that month by Tenant under this lease, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No taking possession of the premises by Landlord, as attorney-in-fact for Tenant, shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Tenant. Notwithstanding any such subletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. At Landlord's option and application, a receiver for Tenant shall be appointed to take possession of the premises and to exercise Landlord's right to sublet the premises as attorney-in-fact for Tenant and to apply any rent collected from the premises as provided in this lease.

E.

Nothing in this section affects the right of the Landlord to indemnification for liability arising prior to the termination of the lease for personal injuries or property damage where the lease provides for such indemnification.

F.

If Tenant shall be in default in the performance of any covenant to be performed by it under this lease, then, after notice and without waiving or releasing Tenant from the performance of such covenant, Landlord may, but shall not be obligated to, perform any such covenant, and in exercising any such right pay necessary and incidental costs and expenses in connection with it. All sums so paid by Landlord, together with interest on it at the maximum rate of interest per year allowed by law, shall be deemed additional rental and shall be payable to Landlord on the next rent-paying day.

G.

Rent not paid when due shall bear interest at the maximum rate of interest per year allowed by

law from the date due until paid.

SECTION TWENTY THREE. ATTORNEYS' FEES ON DEFAULT

If either Landlord or Tenant shall obtain legal counsel or bring an action against the other by reason of the breach of any covenant, warranty, or condition of this lease, or otherwise arising out of this lease, the unsuccessful party shall pay to the prevailing party reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The term "prevailing party" shall include, without limitations, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement or judgment.

SECTION TWENTY FOUR. INSOLVENCY

The occurrence of any of the following events shall constitute a breach of this lease by Tenant and a default under this agreement: (1) The appointment of a receiver to take possession of all or substantially all of the assets of Tenant; or (2) a general assignment by Tenant for the benefit of creditors; or (3) any action taken or suffered by Tenant under any insolvency or bankruptcy act.

SECTION TWENTY FIVE. ASSIGNMENT OR SUBLETTING

A.

Tenant shall not assign this lease or any interest in it, and shall not sublet the premises or any part of it or any right or privilege appurtenant to this agreement or permit any other person, the agents and servants of Tenant excepted, to occupy or use the premises or any portion of it without first receiving the written consent of Landlord. This lease and any interest in it shall not be assignable as to the interest of Tenant by operation of law without the written consent of Landlord.

B.

Any transfer of shares by Tenant by reason of which the present shareholders own less than fifty-one percent of the outstanding stock of Tenant or a surviving corporation shall constitute an assignment of this lease subject to the provisions limiting assignment.

C.

Except as otherwise expressly provided in this lease, Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants, and conditions of this lease unless Landlord consents.

D.

Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations

under this lease, all rent from any subletting of all or a part of the premises as permitted by this lease, and Landlord, as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this lease, except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

E.

In no event shall Tenant assign this lease or sublet the premises, or any portion of it, to any then-existing or prospective Tenant.

SECTION TWENTY SIX. DAMAGE TO OR DESTRUCTION OF PREMISES, and Landlord's Future Repairs to Premises

In the event of a partial destruction of the premises from any cause covered by Landlord's standard fire and extended coverage insurance, Landlord shall immediately repair such destruction, provided the cost of repair does not exceed the insurance proceeds and such repairs can be made within 60 days, Tenant shall not be required to pay rent while such repairs are being made, and Tenant shall be entitled to a return of any rent paid for the period during which repairs are being made and Tenant shall be entitled to return of the security deposit. If such partial destruction was caused by any risk not covered by Landlord's insurance, or if the cost of repair exceeds the insurance proceeds payable, Landlord may, at its option, make such repairs, provided the repairs can be made within 60 days, and the Tenant shall not be required to pay rent while such repairs are being made, and Tenant shall be entitled to a return of any rent paid for the period during which repairs are being made and Tenant shall be entitled to return of the security deposit. If the Landlord does not elect to make repairs it is not obligated to make, or if such repairs cannot be made within 60 days, or if such repairs cannot be made under law, this lease may be terminated at the option of either party and Tenant shall be entitled to return of the security deposit. In the event the building is destroyed to the extent of not less than thirty-three and one-third percent of the replacement cost of it, Landlord may elect to terminate this lease, whether the premises are injured or not and without liability to Tenant. A total destruction of the premises, or of the building, shall terminate this lease. In the event of any dispute between Landlord and Tenant relative to the provisions of this Section, they shall submit their dispute to arbitration in accordance with the rules of the American Arbitration Association, and the arbitration shall be final and binding upon both Landlord and Tenant, and the cost of such arbitration shall be borne equally between them.

If Landlord elects to repair the existing bulkhead on the Premises during the Term of this Lease, and denies access to the park and/or the Premises, Tenant may terminate this lease and has no further obligation to pay rent, and shall be entitled to a return of the security deposit. Additionally, Landlord agrees to provide Tenant with a suitable replacement premises (Sea Breeze Park) for the remainder of the Term of this Lease.

SECTION TWENTY-SEVEN. EFFECT OF EXERCISE OF OR FAILURE TO EXERCISE RIGHTS BY LANDLORD

Neither the exercise of nor failure to exercise any right, option, or privilege under this lease by Landlord shall exclude Landlord from exercising any and all other rights, options, or privileges under this lease, nor shall such exercise or non exercise relieve Tenant from Tenant's obligation to perform each and every covenant and condition to be performed by Tenant under this lease, or from damages or other remedy for failure to perform or meet the obligations of this lease.

SECTION TWENTY EIGHT. WAIVER

The waiver by Landlord of any breach of any term, covenant, or condition contained in this lease shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of such term, covenant, or condition, or of any other term, covenant, or condition in this lease. The acceptance of rent under this lease by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this lease other than Tenant's breach in failing to pay the particular rent so accepted regardless of Landlord's knowledge of such additional preceding breach at the time of the acceptance of such rent.

SECTION TWENTY-NINE. NOTICES

All notices to be given to Tenant may be given in writing personally or by depositing such notices in the United States mail, postage prepaid, and addressed: if to Tenant, at Tenant's Notice Address as set forth in Section One, Paragraph A, Subparagraph (7) or at such other place or places as Tenant may from time to time designate in writing; if to Landlord, in the same manner at the building office, or at such other place or places as Landlord may from time to time designate in writing.

SECTION THIRTY. REPRESENTATIONS

This lease represents the entire agreement of the parties with respect to the parties' rights and duties under this lease. Tenant acknowledges that neither Landlord nor any agent, servant, or representative of Landlord, or any person purporting to act on Landlord's behalf, has made any representation, warranty, or statement with respect to the amount of taxes that may or will be assessed against the premises or about the cost of any insurance required to be secured by Tenant under this lease or any other matter relating to this lease that is not expressly covered in this lease. With respect to such matters, Tenant is relying upon Tenant's own independent investigation and sources of information, and Tenant expressly waives any right Tenant might otherwise have under the law to rescind this lease or to claim damages by reason of the fact that such taxes or assessments or costs of insurance may be in excess of any sum deemed reasonable by Tenant, or in excess of any amount Tenant anticipated paying under this lease.

SECTION THIRTY-ONE EXECUTION

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

SECTION THIRTY-TWO. NAME

Tenant shall not use the name of the Village for any purpose including as the address of the business conducted by Tenant in the premises without the written consent of Landlord.

SECTION THIRTY-THREE. ENTIRE AGREEMENT; AMENDMENT

This lease contains all the agreements of the parties with respect to the subject matter and cannot be amended or modified except by a written agreement.

SECTION THIRTY-FOUR. NEGATION OF PARTNERSHIP

Landlord shall not become or be deemed a partner or a joint venture with Tenant by reason of the provisions of this lease.

SECTION THIRTY-FIVE. PROVISIONS ARE COVENANTS AND CONDITIONS

All provisions, whether stated as covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

SECTION THIRTY-SIX. USE OF DEFINITIONS

The definitions contained at the beginning of and in the text of this lease shall be used to interpret this lease.

SECTION THIRTY-SEVEN. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this lease shall not render the other provisions invalid, illegal, or unenforceable.

SECTION THIRTY-EIGHT CAPTIONS

The table of contents and headings of the sections of this lease are descriptive and for convenience only, are not a part of this lease, and shall have no effect on the construction or interpretation of this lease.

SECTION THIRTY-NINE SUCCESSORS

The provisions of this lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, administrators, and executors, of the parties.

SECTION FORTY APPLICABLE LAW

This lease shall be construed and interpreted in accordance with the laws of the State of New York.

CERTIFICATION BY TENANT

Tenant certifies that Tenant has carefully read and understood every word in this lease and by signing this lease agrees to faithfully comply with its provisions.

/Lakshmidatt Roopnarine/

Laksh Roopnarine

Arya Roopnarine Inc. d/b/a Freeport Kayak Rentals

CERTIFICATION BY LANDLORD

Tenant certifies that Landlord has carefully read and understood every word in this lease and by signing this lease agrees to faithfully comply with its provisions.

Mayor Robert T. Kennedy

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

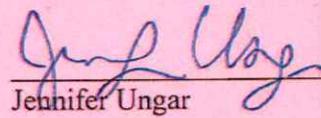
TO: Robert T. Kennedy, Mayor
FROM: Jennifer Ungar, Deputy Village Attorney
DATE: May 9, 2023
RE: **H&B Marine Service Contract**

The Village Attorney's Office is requesting retroactive Board approval to enter into a contract with H&B Marine Service, 71 East Second Street, Freeport, NY 11520 for the purpose of performing maintenance inspections and repairs, removals of abandoned boats, removal of underwater debris, repairs to boats, and other associated duties at the Village's properties and marinas.

The contract will be for a term retroactive to February 18, 2023 running until February 29, 2024 for a not to exceed amount of \$50,000.

This expense will be charged to various accounts or capital projects, depending on where the work is being done.

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



Jennifer Ungar
Deputy Village Attorney

Approved as to form

Village Attorney

5/10/2023

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

WHEREAS, the Village Attorney's Office is requesting retroactive Board approval to enter into a contract with H&B Marine Service, 71 E 2nd Street, Freeport, New York 11520, for the purpose of performing maintenance inspections and repairs, removals of abandoned boats, removal of underwater debris, repairs to boats, and other associated duties at the Village's properties and marinas; and

WHEREAS, the Personal Services Agreement with H&B Marine Service, 71 East Second Street, Freeport, New York 11520, is for a term retroactive to February 18, 2023 through February 29, 2024 for a not to exceed amount of \$50,000; 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, this expense will be charged to various accounts or capital projects, depending on where the work is being done; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a Personal Services Agreement with H&B Marine Service, 71 East Second Street, Freeport, New York 11520, for a term retroactive to February 18, 2023 through February 29, 2024 for a not to exceed amount of \$50,000.

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

Village Attorney
5/10/2023

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

H&B Marine Service

February 18, 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 H&B Marine Service, located on 71 E 2nd Street, Freeport, New York 11520 (hereinafter referred to as "H&B"):

WITNESSETH:

WHEREAS, H&B has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its properties and marinas from time to time, for the purpose of performing maintenance inspections and repairs, removals of abandoned boats, removal of underwater debris, repairs to boats, and other associated duties; and,

WHEREAS, H&B 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 H&B as an independent contractor, and H&B 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 February 18, 2023 and shall terminate on February 29, 2024. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to H&B.

3. Compensation.

For all services rendered by H&B under this Agreement, the IVF shall pay H&B a fee not to exceed an annual cap of \$50,000.00. 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 H&B and submitted to the Freeport Recreation Center for processing.

4. Duties

H&B shall provide the following services to IVF:

H&B shall perform maintenance inspections and repairs, removals of abandoned boats, removal of underwater debris, repairs to boats, and other associated duties and Village properties and marinas.

5. Extent of Services.

H&B shall devote such time, attention and energies to the IVF as is required. H&B 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.

H&B acknowledges and agrees that this contract shall not give or extend to H&B 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.

7. Death or Disability.

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

8. Assignment.

This Agreement may not be assigned by H&B without the prior written consent of the IVF.

9. Notices.

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

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

H&B Marine Service
71 E 2nd Street
Freeport, New York 11520

10. Entire Agreement and Waiver.

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

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

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

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

H&B MARINE SERVICE

APPROVED AS TO FORM:

By: _____
HOWARD E. COLTON
Village Attorney

**VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy

From: Pamela Walsh Boening, Village Clerk

Date: April 20, 2023

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Armond Cement Construction, Co. Inc. Total \$13,146.23

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 60-2022

Owner: Eugene & Mildred Reese
100 Lena Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 55-475-24

Location: 100 Lena Avenue

Contractor: Armond Cement Construction Co., Inc.

Charges: \$860.00

Sidewalk Survey: #MSW 216-2022

Owner: Wenda Bertrand
122 Randall Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 55-271-9

Location: 122 Randall Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$2,017.60

Sidewalk Survey: #MSW 218-2022

Owner: I. Monaco LLC
29 W Main Street
Oyster Bay, NY 11771
Sec, Blk, Lot(s): 54-068-14

Location: 145 Randall Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$9,067.55

Sidewalk Survey: #MSW 218-2021

Owner: M. Yisrael and D. Rose
105 Shonnard Avenue
Freeport, NY 11520
Sec, Blk, Lot(s): 55-223-191

Location: 105 Shonnard Avenue

Contractor: Armond Cement Construction Co, Inc.

Charges: \$522.68

Sidewalk Survey: #MSW 194-2021

Owner: Roosevelt- Freeport Church
PO Box 515
Roosevelt, NY 11575
Sec, Blk, Lot(s): 55-468-26

Location: 6 W. Woodbine Drive

Contractor: Armond Cement Construction Co, Inc.

Charges: \$678.40

Pamela Walsh Boening

Pamela Walsh Boening, Village Clerk

RECEIVED
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

2023 APR 13 P 1:44
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

INVOICE

March 20, 2023

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 100 Lena Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 100 SF = \$860.00

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 =

Sawcutting @ \$1.00/LF =

TOTAL = \$860.00

RECEIVED
Inc Village of Freeport
APR 13 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: April 12, 2023

RE: Hazardous Sidewalk – 100 Lena Avenue

Please inspect the above location to determine if the hazardous condition has been corrected.

100 Lena Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

Comments: _____

Signature:  _____

Date: 4/15/23 _____

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

RECEIVED
2023 APR 18 P 2:12
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

SIDEWALK INSPECTION FORM

DATE: 5/18/22

ADDRESS: 100 Lena AVE

DATE INSPECTION REQUESTED: 4/14/22

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: 108 SF ^{4" SW} ~~6" SW~~

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 16' x 4' / 11' x 4' 6" SAWCUTTING

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melomish DATE 5/18/22

REVIEWED BY: RIF DATE 5/23/22

REMOVE AND REPLACE	UNITS	UNIT PRICE	TOTAL PRICE
4" CONCRETE (MORE THAN 80 S.F.)	S.F.	\$8.60	\$ 928.80
4" CONCRETE (LESS THAN 80 S.F.)	S.F.	\$10.60	—
6" CONCRETE (MORE THAN 30 S.F.)	S.F.	\$10.10	—
6" CONCRETE (LESS THAN 30 S.F.)	S.F.	\$9.60	—
CONCRETE CURB	L.F.	\$26.00	—
SAWCUTTING	L.F.	\$1.00	—

Total = \$ 928.80

Account #:

200-5871.700

Quick Search:

Account #

Tax Year:

2022

TAX

No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

REESE EUGENE & MILDRED Account 200-5871.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License 000000000000			Account Summaries Site Information - Assessments Refuse Fees \$518.00 Misc Charges - Personal Property \$0.00 Personal Property List \$0.00 Real Property \$6,010.00 Real Property List \$6,010.00 Land \$1,960.00 Building \$4,050.00 Total \$6,010.00 Less Exemptions - TOTAL VALUE \$6,010.00				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>\$4,261.99</td> <td></td> <td></td> </tr> <tr> <td>2021</td> <td>\$4,261.99</td> <td></td> <td></td> </tr> <tr> <td>2020</td> <td>\$4,429.74</td> <td></td> <td>\$5.00</td> </tr> <tr> <td>2019</td> <td>\$4,233.99</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>\$4,233.99</td> <td></td> <td></td> </tr> <tr> <td>2017</td> <td>\$4,208.99</td> <td></td> <td></td> </tr> <tr> <td>2016</td> <td>\$4,208.99</td> <td></td> <td></td> </tr> <tr> <td>2015</td> <td>\$4,208.99</td> <td></td> <td></td> </tr> <tr> <td>2014</td> <td>\$4,208.99</td> <td></td> <td></td> </tr> <tr> <td>2013</td> <td>\$4,208.99</td> <td></td> <td></td> </tr> <tr> <td>2012</td> <td>\$4,036.14</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$86,371.79</td> <td></td> <td>\$5.00</td> </tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$4,261.99			2021	\$4,261.99			2020	\$4,429.74		\$5.00	2019	\$4,233.99			2018	\$4,233.99			2017	\$4,208.99			2016	\$4,208.99			2015	\$4,208.99			2014	\$4,208.99			2013	\$4,208.99			2012	\$4,036.14			Total	\$86,371.79		\$5.00
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RECEIVED

Armond Cement Contracting Co., Inc.

2023 APR 13 P 1:44

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

1808 Alice Street
Merrick, NY 11566

(516) 546-3351

(516) 242-0244 cell

FAX (516) 546-3901

esposito@armondcement.com

www.armondcement.com

INVOICE

March 20, 2023

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 122 Randall Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 184 SF = \$1,582.40

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) =

6 in. sidewalk @ \$10.10/SF = 32 SF = \$323.20

6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =

Curbing @ \$26.00/LF = 4 LF = \$104.00

Sawcutting @ \$1.00/LF = 8 LF = \$8.00

TOTAL = \$2,017.60

RECEIVED
Inc Village of Freeport

APR 13 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: April 12, 2023

RE: **Hazardous Sidewalk – 122 Randall Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

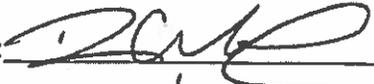
122 Randall Avenue

Work Completed Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature:  _____.

Date: 4/15/23 _____.

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

RECEIVED

2023 APR 18 P 2:2

CLERK'S OFFICE
VILLAGE OF FREEPORT

SIDEWALK INSPECTION FORM

DATE: 01/04/23

ADDRESS: 122 Randall Ave.

DATE INSPECTION REQUESTED: 12/12/22

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" 184 s.f. 6" 32 s.f.

CURB TO BE REPLACED: 4 l.f.

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: —

DEBRIS IN STREET: —

OTHER: —

AREAS MARKED OUT FOR REPLACEMENT:

4" 42x4, 4x4 6" 8x4 SAWCUTTING 4', 4'
8 l.f. total

INSPECTION PERFORMED BY: Ann Lim DATE: 01/04/23

REVIEWED BY: _____ DATE: _____

Account #:

200-4413.700

Quick Search:

Street # and Name

Tax Year:

2022

TAX

No Account Alerts

Summary

Balance & Status

Billing

Payments

Premise & Devices

Usage

Workflow

BERTRAND WENDA Account 200-4413.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License Fast Facts Credit Score - A Service Address 122 RANDALL AVE FREEPORT, NY 11520-2742 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>			Description	Status	Model/Size	TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		Account Summaries Site Information - Assessments <table border="1"> <tbody> <tr><td>Refuse Fees</td><td>\$518.00</td></tr> <tr><td>Misc Charges</td><td>\$5.00</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>\$5,175.00</td></tr> <tr><td>Real Property List</td><td>\$5,175.00</td></tr> <tr><td>Land</td><td>\$1,728.00</td></tr> <tr><td>Building</td><td>\$3,447.00</td></tr> <tr><td>Total</td><td>\$5,175.00</td></tr> <tr><td>Less Exemptions</td><td>-</td></tr> <tr><td>TOTAL VALUE</td><td>\$5,175.00</td></tr> </tbody> </table>			Refuse Fees	\$518.00	Misc Charges	\$5.00	Personal Property	\$0.00	Personal Property List	\$0.00	Real Property	\$5,175.00	Real Property List	\$5,175.00	Land	\$1,728.00	Building	\$3,447.00	Total	\$5,175.00	Less Exemptions	-	TOTAL VALUE	\$5,175.00	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>\$3,741.82</td><td>\$1,870.91</td><td>\$5.00</td></tr> <tr><td>2021</td><td>\$3,741.82</td><td></td><td></td></tr> <tr><td>2020</td><td>\$3,882.37</td><td></td><td></td></tr> <tr><td>2019</td><td>\$3,713.82</td><td></td><td></td></tr> <tr><td>2018</td><td>\$3,713.82</td><td></td><td></td></tr> <tr><td>2017</td><td>\$3,688.82</td><td></td><td></td></tr> <tr><td>2016</td><td>\$3,996.43</td><td></td><td></td></tr> <tr><td>2015</td><td>\$3,688.82</td><td></td><td></td></tr> <tr><td>2014</td><td>\$3,688.82</td><td></td><td></td></tr> <tr><td>2013</td><td>\$3,688.82</td><td></td><td></td></tr> <tr><td>2012</td><td>\$3,539.99</td><td></td><td></td></tr> <tr><td>Total</td><td>\$79,533.49</td><td>\$1,870.91</td><td>\$5.00</td></tr> </tbody> </table>			Year	Total Tax	Delinq. Tax	Misc. Chgs.	2022	\$3,741.82	\$1,870.91	\$5.00	2021	\$3,741.82			2020	\$3,882.37			2019	\$3,713.82			2018	\$3,713.82			2017	\$3,688.82			2016	\$3,996.43			2015	\$3,688.82			2014	\$3,688.82			2013	\$3,688.82			2012	\$3,539.99			Total	\$79,533.49	\$1,870.91	\$5.00
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esposito@armondcement.com

www.armondcement.com

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2023 APR 13 P 1:43

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

INVOICE

March 20, 2023

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 145 Randall Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF = 618 SF

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) =

6 in. sidewalk @ \$10.10/SF = 277.5 SF

6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =

Curbing @ \$26.00/LF = 55 LF - 20 LF = 35 LF = \$910.00

Sawcutting @ \$1.00/LF = 40 LF = \$40.00

TOTAL = \$9,067.55

RECEIVED
Inc Village of Freeport

APR 13 2023

AUDITING DEPARTMENT

= \$5,314.80

*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: April 12, 2023

RE: **Hazardous Sidewalk – 145 Randall Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

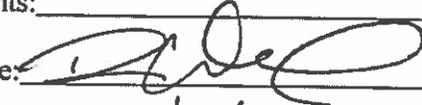
145 Randall Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

Comments: _____

Signature:  _____

Date: 4/15/23 _____

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

RECEIVED
2023 APR 18 P 2:12
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

SIDEWALK INSPECTION FORM

DATE: 01/04/23

ADDRESS: 145 Randall Ave.

DATE INSPECTION REQUESTED: 12/12/22

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" 618 sf. 6" 277.5 sf.

CURB TO BE REPLACED: 21, 16 (TREE), 18 .55 L.f. Total

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: One tree may
interfere with cables in future.

DEBRIS IN STREET: —

OTHER: Some sidewalk sections are damaged due to tree
roots, denoted by (T)

AREAS MARKED OUT FOR REPLACEMENT:

4" 8x4, ^(T) 8x4, ^(T) 16x4, 8x4, 6" 21x3.5, 17x4, 8x4, SAWCUTTING 8, 8, 8, 4, 4, 4, 4
4x4, 5x4, 26x4, 4x4, 12x4, 14x4 .40 L.f. total
25x4, 4x4, 23x4, 8x4,
8x4, ~~12~~ 7.5x4

INSPECTION PERFORMED BY: Alm Lim DATE: 01/04/23

REVIEWED BY: _____ DATE: _____

Account #: **200-0691.700** Quick Search: Street # and Name Tax Year: **2022**

TAX No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

<p>MONACO I, LLC</p> <p>Account 200-0691.700</p> <p>Active Code ACTIVE</p> <p>Status Code NORMAL</p> <p>Social Security *****0000</p> <p>Driver's License</p> <hr/> <p>Fast Facts</p> <p>Credit Score - A</p> <hr/> <p>Service Address</p> <p>145 RANDALL AVE FREEPORT, NY 11520-2649</p> <hr/> <p>Services</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <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> <hr/> <p>Cycle 1 - CYCLE 1</p> <p>Route 200 - ROUTE 200</p> <p>Service Area 1 - DEFAULT</p> <p>Tax District 1 - VILLAGE OF FREEPORT</p> <hr/> <p>Mailing Address</p> <p>29 W MAIN ST OYSTER BAY, NY 11771-2261 (516) 922-1722 MONACO I, LLC</p> <hr/> <p>Account Calendar</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>On Date:</td> <td>10/05/1998</td> </tr> <tr> <td>Last Paid:</td> <td>10/03/2022</td> </tr> <tr> <td>Last Bill:</td> <td>03/01/2022</td> </tr> <tr> <td>Due Date:</td> <td>09/01/2022</td> </tr> <tr> <td>ACH Date:</td> <td>Not on ACH</td> </tr> </table>	Description	Status	Model/Size	TAX	ACTIVE		TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		On Date:	10/05/1998	Last Paid:	10/03/2022	Last Bill:	03/01/2022	Due Date:	09/01/2022	ACH Date:	Not on ACH	<p>Account Summaries</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Site Information - Assessments</th> </tr> </thead> <tbody> <tr><td>Refuse Fees</td><td>-</td></tr> <tr><td>Misc Charges</td><td>-</td></tr> <tr><td>Personal Property</td><td>\$.00</td></tr> <tr><td>Personal Property List</td><td>\$.00</td></tr> <tr><td>Real Property</td><td>\$41,630.00</td></tr> <tr><td>Real Property List</td><td>\$41,630.00</td></tr> <tr><td>Land</td><td>\$25,571.00</td></tr> <tr><td>Building</td><td>\$16,059.00</td></tr> <tr><td>Total</td><td>\$41,630.00</td></tr> <tr><td>Less Exemptions</td><td>-</td></tr> <tr><td>TOTAL VALUE</td><td>\$41,630.00</td></tr> </tbody> </table> <hr/> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Balance and Status: Tax</th> </tr> <tr> <th>Year</th> <th>Total Tax</th> <th>Delinq. Tax</th> <th>Misc. Chgs.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <hr/> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Payment Summary</th> </tr> <tr> <th>Payment Date</th> <th>Type</th> <th>Posting Date</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>10/03/2022</td> <td>TAX 2ND 2022</td> <td>10/03/2022</td> <td>\$12,966.91</td> </tr> <tr> <td>03/31/2022</td> <td>TAX 1ST 2022</td> <td>03/31/2022</td> <td>\$12,966.91</td> </tr> </tbody> </table> <hr/> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Tax Account Information</th> </tr> </thead> <tbody> <tr><td>Map ID</td><td>54-068--14</td></tr> <tr><td>Elderly Lien</td><td>-</td></tr> <tr><td>Property Class</td><td>411 - APARTMENTS</td></tr> <tr><td>Ward</td><td>1 - TAXABLE</td></tr> <tr><td>Lot Size</td><td>DIMEN 275.00 X 277.00</td></tr> <tr><td colspan="2">COUNTY CLS: 411.12</td></tr> </tbody> </table>	Site Information - Assessments		Refuse Fees	-	Misc Charges	-	Personal Property	\$.00	Personal Property List	\$.00	Real Property	\$41,630.00	Real Property List	\$41,630.00	Land	\$25,571.00	Building	\$16,059.00	Total	\$41,630.00	Less Exemptions	-	TOTAL VALUE	\$41,630.00	Balance and Status: Tax				Year	Total Tax	Delinq. Tax	Misc. Chgs.													Payment Summary				Payment Date	Type	Posting Date	Payment	10/03/2022	TAX 2ND 2022	10/03/2022	\$12,966.91	03/31/2022	TAX 1ST 2022	03/31/2022	\$12,966.91	Tax Account Information		Map ID	54-068--14	Elderly Lien	-	Property Class	411 - APARTMENTS	Ward	1 - TAXABLE	Lot Size	DIMEN 275.00 X 277.00	COUNTY CLS: 411.12	
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10/03/2022	TAX 2ND 2022	10/03/2022	\$12,966.91																																																																																														
03/31/2022	TAX 1ST 2022	03/31/2022	\$12,966.91																																																																																														
Tax Account Information																																																																																																	
Map ID	54-068--14																																																																																																
Elderly Lien	-																																																																																																
Property Class	411 - APARTMENTS																																																																																																
Ward	1 - TAXABLE																																																																																																
Lot Size	DIMEN 275.00 X 277.00																																																																																																
COUNTY CLS: 411.12																																																																																																	

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

RECEIVED

2023 APR 13 P 1:45

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

INVOICE

April 6, 2023

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 105 Shonnard Avenue

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) =

6 in. sidewalk @ \$10.10/SF = 51.75 SF = \$522.68

6 in. sidewalk @ \$9.60/SF
(less than 30 SF) =

Curbing @ \$26.00/LF =

Sawcutting @ \$1.00/LF =

TOTAL = \$522.68

RECEIVED
Inc Village of Freeport

APR 13 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: April 12, 2023

RE: Hazardous Sidewalk – 105 Shonnard Avenue

Please inspect the above location to determine if the hazardous condition has been corrected.

105 Shonnard Avenue

Work Completed Work Not Completed _____ Un satisfactory _____

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory _____.

Comments: _____

Signature:  _____

Date: 4/16/23 _____

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

RECEIVED

2023 APR 18 P 2:12

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

SIDEWALK INSPECTION FORM

DATE: 5/02/22

ADDRESS: 105 SHONNARD AVE.

DATE INSPECTION REQUESTED: 4/21/21

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: 51.75 SF

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" _____ 6" 11.5' x 4.5' SAWCUTTING _____

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melomich DATE _____

REVIEWED BY: LP4 DATE 5/11/22

REMOVE AND REPLACE	UNITS	UNIT PRICE	TOTAL PRICE
4" CONCRETE (MORE THAN 80 S.F.)	S.F.	\$8.60	—
4" CONCRETE (LESS THAN 80 S.F.)	S.F.	\$10.60	—
6" CONCRETE (MORE THAN 30 S.F.)	S.F.	\$10.10	\$ 522.68
6" CONCRETE (LESS THAN 30 S.F.)	S.F.	\$9.60	—
CONCRETE CURB	L.F.	\$26.00	—
SAWCUTTING	L.F.	\$1.00	—

Total = \$ 522.68

Account #: 200-3423.700

Quick Search: Account #

Tax Year: 2021

TAX

No Account Alerts

Summary Balance & Status Billing Payments Premise & Devices Usage Workflow

YISRAEL M AND ROSE D Account 200-3423.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License Fast Facts Credit Score - A 3rd Party/Multiple Service Address 105 SHONNARD AVE FREEPORT, NY 11520-241B 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 105 SHONNARD AVE FREEPORT, NY 11520 No Phone Number Available YISRAEL M AND ROSE D 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	ACTIVE		TAX BILLING	ACTIVE		GARBAGE COLL BILLING	ACTIVE		Account Summaries Site Information - Assessments <table border="1"> <tbody> <tr><td>Refuse Fees</td><td>\$518.00</td></tr> <tr><td>Misc Charges</td><td>\$240.60</td></tr> <tr><td>Personal Property</td><td>\$.00</td></tr> <tr><td>Personal Property List</td><td>\$.00</td></tr> <tr><td>Real Property</td><td>\$6,020.00</td></tr> <tr><td>Real Property List</td><td>\$6,020.00</td></tr> <tr><td>Land</td><td>\$2,107.00</td></tr> <tr><td>Building</td><td>\$3,913.00</td></tr> <tr><td>Total</td><td>\$6,020.00</td></tr> <tr><td>Less Exemptions</td><td>-</td></tr> <tr><td>TOTAL VALUE</td><td>\$6,020.00</td></tr> </tbody> </table> 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>2021</td><td>\$4,508.82</td><td></td><td></td></tr> <tr><td>2020</td><td>\$4,436.29</td><td></td><td></td></tr> <tr><td>2019</td><td>\$3,053.52</td><td></td><td>\$5.00</td></tr> <tr><td>2018</td><td>\$2,995.50</td><td></td><td></td></tr> <tr><td>2017</td><td>\$2,954.90</td><td></td><td></td></tr> <tr><td>2016</td><td>\$3,005.21</td><td></td><td>\$5.00</td></tr> <tr><td>2015</td><td>\$3,032.65</td><td></td><td>\$5.00</td></tr> <tr><td>2014</td><td>\$2,840.98</td><td></td><td></td></tr> <tr><td>2013</td><td>\$2,862.78</td><td></td><td></td></tr> <tr><td>2012</td><td>\$2,764.82</td><td></td><td></td></tr> <tr><td>2011</td><td>\$2,699.93</td><td></td><td></td></tr> <tr><td>Total</td><td>\$58,622.80</td><td></td><td>\$65.00</td></tr> </tbody> </table> 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>\$2,254.41</td></tr> <tr><td>03/31/2021</td><td>TAX 1ST 2021</td><td>03/31/2021</td><td>\$2,254.41</td></tr> <tr><td>09/28/2020</td><td>TAX 2ND 2020</td><td>09/28/2020</td><td>\$2,218.15</td></tr> </tbody> </table> Tax Account Information Map ID 55-223-191 Elderly Lien - Property Class 210 - ONE FAMILY RESIDENCE Ward 1 - TAXABLE Lot Size DIMEN 37.00 X 100.00 COUNTY CLS: 210.01				Refuse Fees	\$518.00	Misc Charges	\$240.60	Personal Property	\$.00	Personal Property List	\$.00	Real Property	\$6,020.00	Real Property List	\$6,020.00	Land	\$2,107.00	Building	\$3,913.00	Total	\$6,020.00	Less Exemptions	-	TOTAL VALUE	\$6,020.00	Year	Total Tax	Delinq. Tax	Misc. Chgs.	2021	\$4,508.82			2020	\$4,436.29			2019	\$3,053.52		\$5.00	2018	\$2,995.50			2017	\$2,954.90			2016	\$3,005.21		\$5.00	2015	\$3,032.65		\$5.00	2014	\$2,840.98			2013	\$2,862.78			2012	\$2,764.82			2011	\$2,699.93			Total	\$58,622.80		\$65.00	Payment Date	Type	Posting Date	Payment	09/29/2021	TAX 2ND 2021	09/29/2021	\$2,254.41	03/31/2021	TAX 1ST 2021	03/31/2021	\$2,254.41	09/28/2020	TAX 2ND 2020	09/28/2020	\$2,218.15
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RECEIVED **Armond Cement Contracting Co., Inc.**

2023 APR 13 P 1:43

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

1808 Alice Street
Merrick, NY 11566
(516) 546-3351
(516) 242-0244 cell
FAX (516) 546-3901
esposito@armondcement.com
www.armondcement.com

INVOICE

March 20, 2023

Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520

2020 ANNUAL CURB AND SIDEWALK CONTRACT

JOB LOCATION: 6 W Woodbine Drive

REMOVED AND REPLACED:

4 in. sidewalk @ \$8.60/SF =

4 in. sidewalk @ \$10.60/SF
(less than 80 SF) = 64 SF = \$678.40

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 = \$678.40

RECEIVED
Inc Village of Freeport
APR 13 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: April 12, 2023

RE: **Hazardous Sidewalk – 6 W. Woodbine Drive**

Please inspect the above location to determine if the hazardous condition has been corrected.

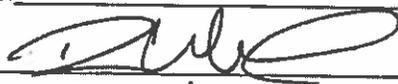
6 W Woodbine Drive

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed .

Was inspected and found to be unsatisfactory .

Comments: _____

Signature:  _____

Date: 4/15/23 _____

Cc: Robert Fisenne, Pamela Walsh Boening, Alan Luna

RECEIVED

2023 APR 18 P 2:12

CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

SIDEWALK INSPECTION FORM

DATE: 5/16/22

ADDRESS: 6 West Woodbine Ave.

DATE INSPECTION REQUESTED: 9/14/21

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: 64 S.F. ^{(4" SW) ~~8" SW~~}

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" (2) 4'x4' 6" _____ SAWCUTTING _____
8'x4'

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert Melomick DATE 5/16/22

REVIEWED BY: RLK DATE 5/19/22

REMOVE AND REPLACE	UNITS	UNIT PRICE	TOTAL PRICE
4" CONCRETE (MORE THAN 80 S.F.)	S.F.	\$8.60	—
4" CONCRETE (LESS THAN 80 S.F.)	S.F.	\$10.60	# 678.40
6" CONCRETE (MORE THAN 30 S.F.)	S.F.	\$10.10	—
6" CONCRETE (LESS THAN 30 S.F.)	S.F.	\$9.60	—
CONCRETE CURB	L.F.	\$26.00	—
SAWCUTTING	L.F.	\$1.00	—

Total = # 678.40.

Account #: 200-5854.700

Quick Search: Account #

Tax Year: 2021

TAX

No Account Alerts

Summary Balance & Status BILLING Payments Premise & Devices Usage Workflow

ROOSEVELT-FREEPORT CHURCH Account 200-5854.700 Active Code ACTIVE Status Code NORMAL Social Security *****0000 Driver's License Fast Facts Credit Score - A Service Address 6 W WOODBINE DR FREEPORT, NY 11520-2124 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 PO BOX 515 ROOSEVELT, NY 11575-1515 No Phone Number Available ROOSEVELT-FREEPORT CHURCH Account Calendar On Date: 10/05/1998 Last Paid: 03/12/2021 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 Site Information - Assessments <table border="1"> <thead> <tr> <th>Item</th> <th>Amount</th> </tr> </thead> <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>\$.00</td> </tr> <tr> <td>Personal Property List</td> <td>\$.00</td> </tr> <tr> <td>Real Property</td> <td>\$7,735.00</td> </tr> <tr> <td>Real Property List</td> <td>\$7,735.00</td> </tr> <tr> <td>Land</td> <td>\$2,950.00</td> </tr> <tr> <td>Building</td> <td>\$4,785.00</td> </tr> <tr> <td>Total</td> <td>\$7,735.00</td> </tr> <tr> <td>Less Exemptions</td> <td>-</td> </tr> <tr> <td>TOTAL VALUE</td> <td>\$7,735.00</td> </tr> </tbody> </table>				Item	Amount	Refuse Fees	\$518.00	Misc Charges	-	Personal Property	\$.00	Personal Property List	\$.00	Real Property	\$7,735.00	Real Property List	\$7,735.00	Land	\$2,950.00	Building	\$4,785.00	Total	\$7,735.00	Less Exemptions	-	TOTAL VALUE	\$7,735.00	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>2021</td> <td>\$5,336.60</td> <td>\$2,668.30</td> <td></td> </tr> <tr> <td>2020</td> <td>\$5,560.52</td> <td></td> <td></td> </tr> <tr> <td>2019</td> <td>\$5,308.60</td> <td></td> <td></td> </tr> <tr> <td>2018</td> <td>\$5,308.60</td> <td></td> <td></td> </tr> <tr> <td>2017</td> <td>\$5,283.60</td> <td></td> <td></td> </tr> <tr> <td>2016</td> <td>\$5,283.60</td> <td></td> <td></td> </tr> <tr> <td>2015</td> <td>\$5,283.60</td> <td></td> <td></td> </tr> <tr> <td>2014</td> <td>\$5,283.60</td> <td></td> <td></td> </tr> <tr> <td>2013</td> <td>\$5,190.15</td> <td></td> <td></td> </tr> <tr> <td>2012</td> <td>\$4,972.01</td> <td></td> <td></td> </tr> <tr> <td>2011</td> <td>\$4,822.58</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>\$101,025.23</td> <td>\$2,668.30</td> <td></td> </tr> </tbody> </table>				Year	Total Tax	Delinq. Tax	Misc. Chgs.	2021	\$5,336.60	\$2,668.30		2020	\$5,560.52			2019	\$5,308.60			2018	\$5,308.60			2017	\$5,283.60			2016	\$5,283.60			2015	\$5,283.60			2014	\$5,283.60			2013	\$5,190.15			2012	\$4,972.01			2011	\$4,822.58			Total	\$101,025.23	\$2,668.30	
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INCORPORATED VILLAGE OF FREEPORT
Treasurer's Office
INTER-DEPARTMENT CORRESPONDENCE

DATE: 05/10/2023

TO: Mayor Robert T. Kennedy

FROM: Ismaela M. Hernandez, Village Treasurer

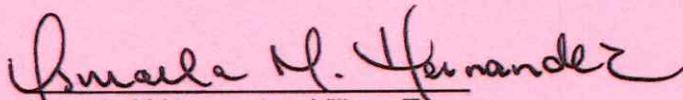
Telephone: 516 377-2257

RE: Exclusion of Indebtedness FYE 2023 - Electric Utility

Request authorization from the Mayor and Board of Trustees to submit an application to the New York State Comptroller's Office for the Electric Utility debt exclusion. We are requesting to exclude \$29,344,841 of indebtedness for the Electric Utility from the Constitutional Debt Limit for the FYE 2023.

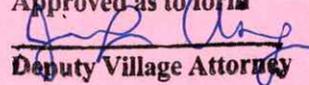
Section 123(h) of the Local Finance Law states that a publication must be made within fifteen days after filing of the exclusion application with the State Comptroller. The enclosed Debt Exclusion Application will be filed with the State on or before May 31, 2023

Sincerely,


Ismaela M Hernandez, Village Treasurer

Cc: Al Livingston, Superintendent of Electric
Anthony N. Dalessio, Village Comptroller
Howard Colton, Village Attorney
Pam Walsh Boening, Village Clerk

Approved as to form


Deputy Village Attorney

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

WHEREAS, the Village of Freeport will file an application with the New York State Comptroller seeking the exclusion of \$29,344,841 of outstanding indebtedness as of Fiscal Year Ended February 28, 2023 for the electric utility; and

WHEREAS, Section 123(h) of the Local Finance Law requires that notice of the application be published in the local newspaper within fifteen days after filing of the exclusion application with the State Comptroller; and

WHEREAS, the exclusion application has to be filed with the State no later than May 31, 2023; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of Village Treasurer, approval be granted to file an application with the New York State Comptroller seeking an exclusion of electric utility indebtedness; and

BE IT FURTHER RESOLVED, that the Treasurer and/or Village Clerk be authorized to publish the required notice of the above-referenced debt exclusion application in The Freeport Herald.

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

SECTION 123.00 REGULAR EXCLUSION APPLICATION

STATE OF NEW YORK

DEPARTMENT OF AUDIT AND CONTROL

In the Matter of

The application of Ismaela M. Hernandez as Chief Fiscal Officer of the Village of Freeport, for a Certificate of the State Comptroller authorizing the Exclusion of certain outstanding Indebtedness, pursuant to section 123.00 of the Local Finance Law.

1. This Application is made pursuant to the provisions of section 123.00 of the Local Finance Law and is made by Ismaela Hernandez, Village Treasurer and Chief Financial Officer of the Village of Freeport on the direction of the Board of Trustees of the Village of Freeport

2. The current fiscal year of the Municipality commenced on March 1, 2023 and will end on February 29, 2024. The next preceding fiscal year of the Municipality commenced on March 1, 2022 and ended on February 28, 2023 and is hereafter referred to as the preceding fiscal year.

3. Description of the public improvement (or part thereof) or service. See Schedule C, hereto annexed and made a part hereof

4. Most recent previous Exclusion(s) granted pursuant to Section 123.00 of the Local Finance Law. See Schedule C, hereto annexed and made a part hereof

5. The Indebtedness sought to be excluded in this proceeding in the total amount of \$29,344,841 is described in the verified itemized statement (Schedule A) hereto annexed and made a part hereof.

6. The debt service required for the Indebtedness incurred for the public improvement (or part thereof) or service during the preceding fiscal year in the total amount of \$4,590,708 is described in the verified itemized statement (Schedule A) hereto annexed and made a part hereof.

7. a. The gross revenue of the public improvement (or part thereof) or service actually

received during the preceding fiscal year, exclusive of taxes, assessments or subsidies of the municipality was \$ 43,131,591.

- b. The amount incurred for costs of operation, maintenance and repairs by the public improvement (or part thereof) or service during the preceding fiscal year, exclusive of depreciation was \$ 36,066,581. The improvement or service was maintained in good condition during the preceding fiscal year and no item of normal operation, maintenance and repair was deferred to a subsequent year.
- c. The net revenue of the public improvement (or part thereof) or service during the preceding fiscal year was \$ 7,065,010. (Subtract b. from a.)

THE AMOUNTS IN a., b., AND c., ARE DESCRIBED IN THE VERIFIED STATEMENT OF NET REVENUE (Schedule B) HERETO ANNEXED AND MADE A PART HEREOF.

8. The amount of a. real property liabilities and/or contract liabilities incurred for the public improvement (or part thereof) or service and b. judgments, claims awards and/or determinations attributable to or chargeable against the public improvement (or part thereof) or service outstanding at the close of the preceding fiscal year was \$0.

9. A copy of the most recently adopted budget and a copy of the previously adopted budget of the Village of Freeport have been filed with the Office of the State comptroller prior to the date of this Application.

10. This Application is supported by the financial statements, computations and information which are set forth in Schedules B-1.A, B-1.B, B-1.C and PSC Preliminary Year Ended 02/28/2023 Financial Statements of the Village.

WHEREFORE, the following chief fiscal officer hereby request the State Comptroller to issue a certificate setting forth his determination excluding the proper proportionate amount of such outstanding indebtedness of such municipality, described in Schedule A aforesaid, from the limitations imposed by Section 4 Article VIII of the Constitution and Section 104.00 of the Local Finance Law in relation to the power of the Municipality to contract indebtedness, during the remainder of the current fiscal year of such Municipality which will terminate on February 29, 2024 and until the first day of the fourth month following the close of the current fiscal year.

Dated 5/ 10 /2023



Chief Fiscal Officer of the
Village of Freeport

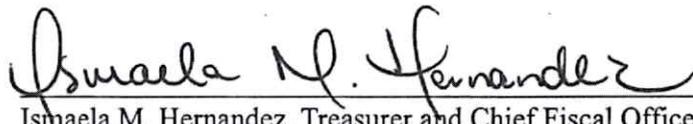
VERIFICATION

STATE OF NEW YORK

COUNTY OF NASSAU ss,

Ismaela M. Hernandez being duly sworn deposes and says:

That she is the duly appointed, qualified, and acting Chief Fiscal Officer of the Village of Freeport in the County of Nassau, New York; that she prepared and has read the forging application and attached schedules and knows the contents thereof; that same is true to her own knowledge except as to matters therein stated to be alleged upon information and belief, and that as to those matters she believes it to be true.



Ismaela M. Hernandez, Treasurer and Chief Fiscal Officer
Village of Freeport
46 North Ocean Ave.
Freeport, NY 11520

Subscribed and sworn to before me this 10TH day of May 2023



Notary Public

INDIA SHEARD
Notary Public, State of New York
No. 01SH6160075
Qualified in Nassau County
Commission Expires June 13, 2023

SCHEDULE B – STATEMENT OF NET REVENUE

THIS SCHEDULE CONTAINS A STATEMENT OF GROSS REVENUE, COSTS OF OPERATION MAINTENANCE AND REPAIRS, AND NET REVENUE OF THE PUBLIC IMPROVEMENT (OR PART THEREOF) OR SERVICE DESCRIBED IN THE APPLICATION DURING THE PRECEDING FISCAL YEAR:

GROSS REVENUE actually received during the *PRECEDING FISCAL YEAR* by the Municipality from the public improvement (or part thereof) or service described in the Application:
(Revenue should be detailed as to source)

\$ 43,131,591

*PLEASE NOTE: TAXES, ASSESSMENTS AND SUBSIDIES BY THE MUNICIPALITY
CANNOT BE INCLUDED IN COMPUTING GROSS REVENUES.*

COSTS OF OPERATION, MAINTENANCE AND REPAIRS

Total amount actually paid out during the *PRECEDING FISCAL YEAR*
For Costs of Operations, Maintenance and Repairs:

\$ 35,310,181

*NOTE: Include as a "cost" any contribution to a Repair Reserve
Fund during the PRECEDING FISCAL YEAR. Expenditures from such
Fund shall NOT be deemed "cost" in the year of expenditure.*

PLUS: Total amount of current bills, accounts, claims and demands which were unpaid at the close of the *PRECEDING FISCAL YEAR*:

\$ 6,853,814

LESS: Total amount of current bills, accounts, claims and demands which were unpaid at the close of the *FISCAL YEAR NEXT PRECEDING THE PRECEDING FISCAL YEAR* and subsequently paid during the *PRECEDING FISCAL YEAR* from gross revenues:

\$ 6,097,414

TOTAL COSTS OF OPERATION, MAINTENANCE AND REPAIRS

\$ 36,066,581

NET REVENUE: to be received during the *PRECEDING FISCAL YEAR* by the Municipality from the public improvement (or part thereof) or service described in the Application:
(i.e. Gross Revenues LESS Estimated Costs of Operation, Maintenance and Repairs)

\$ 7,065,010

SCHEDULE C:

STATE OF NEW YORK DEPARTMENT OF AUDIT AND CONTROL

*In the Matter
of
The application of Ismaela M. Hernandez
As Chief Fiscal Officer of the Village of Freeport
For a certificate of the State Comptroller authorizing the exclusion
Of certain outstanding indebtedness
Pursuant to section 123.00 of the Local Finance Law*

3. Brief description of the Public Improvement:

The Freeport Electric Utility

The Freeport Electric Utility, New York ("Freeport Electric") was established by public referendum in 1897 and commenced operation in April 1898. Freeport Electric is owned by the Village and is operated in accordance with Chapter 106 of the Code of the Village of Freeport, as amended, and with other general laws of the State of New York. Today, Freeport Electric serves a community of over 45,000 people with a customer base of approximately 15,000. Freeport Electric operates two generating stations with a total installed capacity of 75,000 kilowatts and has a system peak of 65 megawatts. In 1996, a new interconnection substation was placed on-line and took the place of an older and less efficient substation that was decommissioned the following year. The new system allows Freeport Electric to meet its energy requirements on a daily basis and allows it to purchase energy only when it can be purchased and transported for less money per kilowatt than generation.

Freeport Electric's energy costs are among the lowest on Long Island, with rates approximately thirty-five percent lower than those in surrounding communities. Freeport Electric is also a member of a forty-seven member municipal and cooperative organization called the Municipal Electric Utilities Association ("MEUA").

Freeport Electric, the largest of the three municipal electric utilities on Long Island, operates and maintains seven generating units, reads 15,000 meters per month, processes 15,000 payments per month, maintains five substations and over 200 miles of electric wires and fifteen miles of 144 strand self-supporting fiber optic cable. Generally, all engineering and design work associated with maintaining the electric system is performed by members of Freeport's Electric Department.

On June 24, 2002, the Village of Freeport (the "Village") adopted a bond resolution in the amount of \$51,000,000 authorizing improvements to the Electric power project, to fund the modernization of Power Plant No. 2 in the Village, and adding generation capacity at that site. This project included the construction of a 47-megawatt generator. This new unit replaced two 35-year-old diesel powered generators located at Power Plant #2. The new unit, which is primarily gas-fired, is environmentally friendly.

4. Most recent previous Exclusion(s) granted pursuant to Section 123.00 of the Local Finance Law:

The Village had submitted an application to the New York State Comptroller's Office seeking to exclude certain debt from the Village's debt limit that was issued to fund the construction of improvements to the Village's electric power plant and distribution systems on the basis that such debt will be self-supporting.

On July 27, 2022, the Village's prior year application to exclude such debt was granted by the Controller's Office. \$33,249,725 in outstanding bonds for electric purposes was excluded. This Exclusion expires on June 1, 2023, the first day of the fourth month after the close of the fiscal year in which the application was made.

During the year in which this exclusion was in effect and during the three months following such year, the gross revenues of the public improvements (or part thereof) or service were (and will be) applied to and actually used for the payment of all costs of operation, maintenance and repairs for such period, and for the payment of the amounts required in such period for interest on and amortization of or redemption of the outstanding indebtedness which was so excluded, or such revenues were deposited in a special fund which was (and will be) used solely for such payments.

VILLAGE OF FREEPORT
Schedule A

Itemized Statement of Outstanding Obligations Sought to be Excluded

(NOTE: Numbers are rounded down)

	Type of Obligation/Name	Orig. Issue Amt. Total Bond	Orig. Issue Amt. Elec. Only	Principal Outstanding as of 2/28/22	Principal Outstanding as of 5/31/23	Principal Outstanding as of 5/31/24	Date of Issue	Date of Final Maturity	Interest Rate	Principal Payment Dates	Interest Payment Dates	FY 2023 Debt Service (rounded down) Principal	FY 2023 Debt Service (rounded down) Interest	Total FY 23	Previous Exclusion
6	SB 2011 Ref B Public Improvement Refunding (Serial) Bonds - 2011 Series B (SEE NOTE 7)	8,330,000	1,248,614	-	-	-	9/16/2011	6/1/2024	2.83%	One odd Dec. 1 pmt then annually on June 1	June 1 and Dec. 1	-	-	-	-
7	SB 2012 Ref A Public Improvement Refunding (Serial) Bonds - 2012 Series A (SEE NOTE 7)	48,680,000	47,230,000	-	-	-	5/21/2012	11/9/2032	3.31%	Jan. 15	Jan 15 and July 15	-	-	-	-
8	SB 2015 Ref A Public Improvement Refunding (Serial) Bonds - 2015 Series A (SEE NOTE 2)	8,390,000	242,006	101,605	78,716	78,216	9/30/2015	7/15/2025	2.22%	One odd Jan. 15 pmt then annually on July	Jan 15 and July 15	24,888	2,591	27,479	101,605
9	SB 2016 Ref B Public Improvement Refunding (Serial) Bonds - 2016 Series B (Federally Taxable) (SEE NOTE 3)	1,350,000	1,350,000	525,000	265,000	-	8/3/2016	5/1/2023	2.12%	One odd Nov. 1 pmt then annually on May 1	May 1 and Nov. 1	260,000	8,725	268,725	265,000
10	SB 2016 Ref A Public Improvement Refunding (Serial) Bonds - 2016 Series A (SEE NOTE 4)	13,790,000	3,350,010	2,120,771	1,685,435	1,229,161	8/3/2016	5/1/2028	1.62%	One odd Nov. 1 pmt then annually on May 1	May 1 and Nov. 1	435,236	76,650	511,886	1,685,435
11	SB 2017 Series A Public Improvement (Serial) Bonds - 2017 Series A (SEE NOTE 5)	11,530,500	1,075,000	818,568	746,780	674,660	5/2/2017	5/1/2031	2.49%	May 1	May 1 and Nov. 1	71,787	19,170	90,957	746,780
12	SB 2019 Series A Public Improvement Serial Bonds - 2019 Series A	5,880,000	150,000	138,392	131,505	124,489	4/30/2019	4/15/2037	2.73%	May 1	April 15 and October 15	6,887	3,639	10,526	131,505
13	UAN 2020 Series C Bond Anticipation Notes - 2020 Series C (SEE NOTE 8) (SEE NOTE 8)	3,469,690	744,690	-	-	-	4/29/2020	4/29/2021	2.10%	April 29, 2021	April 29, 2021	-	-	-	-
14	UAN 2020 Series E Bond Anticipation Notes - 2020 Series E (SEE NOTE 9) (SEE NOTE 9)	4,481,810	851,810	-	-	-	4/29/2020	4/29/2021	2.05%	April 29, 2021	April 29, 2021	-	-	-	-
15	SB 2020 Ref Refunding Serial Bonds - 2020 (Federally Taxable) (SEE NOTE 7)	33,465,660	31,658,000	30,938,100	27,968,400	24,949,200	10/7/2020	5/1/2031	1.46%	One odd Nov. 1 pmt then annually on May 1	May 1 and Nov. 1	2,989,700	359,231	3,348,931	27,968,400
16	SB 2021 Series A Public Improvement Serial Bonds - 2021 Series A (SEE NOTE 8)	7,512,350	695,000	695,000	655,000	615,000	4/28/2021	4/15/2037	1.85%	April 15	April 15 and October 15	40,000	19,948	59,948	655,000
17	UAN 2021 Series B Bond Anticipation Notes - 2021 Series B (SEE NOTE 10) (SEE NOTE 10)	3,730,200	670,000	670,000	-	-	4/28/2021	4/28/2022	0.32%	April 28, 2022	April 28, 2022	250,000	10,049	260,049	0
18	UAN 2021 Series D Bond Anticipation Notes - 2021 Series D (SEE NOTE 11) (SEE NOTE 11)	5,140,075	674,000	674,000	-	-	11/16/2021	11/16/2022	0.38%	November 16, 2022	November 16, 2022	-	10,107	10,107	674,000
19	SB 2022 Series A Public Improvement Serial Bonds - 2022 Series A (SEE NOTE 10)	2,791,500	420,000	-	420,000	400,215	04/27/2022	04/15/2036	3.50%	April 15	April 15 and October 15	-	-	-	420,000
20	UAN 2022 Series C Bond Anticipation Notes - 2022 Series C (SEE NOTE 12) (SEE NOTE 12)	8,399,250	600,000	-	600,000	0	04/27/2022	04/27/2023	2.23%	April 27, 2023	April 27, 2023	-	-	-	600,000
21	UAN 2022 Series E Bond Anticipation Notes - 2022 Series E (SEE NOTE 11) (SEE NOTE 11)	5,907,825	674,000	-	674,000	674,000	11/15/2022	11/15/2023	3.97%	November 15, 2023	November 15, 2023	-	-	-	674,000
22	UAN 2023 Series C Bond Anticipation Notes - 2023 Series C (SEE NOTE 12) (SEE NOTE 12)	9,455,000	600,000	-	600,000	600,000	04/26/2023	04/26/2024	3.57%	April 26, 2024	April 26, 2024	-	-	-	600,000
TOTALS							\$36,203,436	\$33,224,826	\$29,344,841			\$4,078,498	\$512,110	\$4,590,708	\$33,249,734

The Village issued its Public Improvement Refunding (Serial) Bonds - 2015 Series A on September 30, 2015, refunding its Various Purpose Serial Bonds - 2005 Series A. On July 15, 2015 the Village of Freeport made its final payment on the un-refunded portion of the 2005 Series A in the amount of \$24,745.18 (P = \$19,335 and I = \$5,410.18).

Subsequent to the Village's filing of its FY 2016 Debt Exclusion Application, the principal amount of the Village's Public Improvement Refunding (Serial) Bonds - 2015 Series A is \$11,144,532.30 (P = \$5,493,310 and I = \$5,649,222). The Village expects to make its final payment on the un-refunded portion of its 2008 Series C bonds on Oct. 15, 2018 in the amount of \$14,646 (P = \$6,310 and I = \$8,336).

The Village issued its Public Improvement Refunding (Serial) Bonds - 2016 Series B (Federally Taxable) on August 3, 2016, refunding its Electric System Serial Bonds - 2008 Series C (P = \$3,900,000 and I = \$5,760).

The Village issued its Public Improvement Refunding (Serial) Bonds - 2016 Series A on August 3, 2016, refunding its Various Purpose Serial Bonds - 2008 Series A and Various Purpose Serial Bonds - 2008 Series C. The Village expects to make its final payment on the un-refunded portion of the 2008 Series A bonds on May 1, 2018 in the amount of \$11,144,532.30 (P = \$5,493,310 and I = \$5,649,222). The Village expects to make its final payment on the un-refunded portion of its 2008 Series C bonds on Oct. 15, 2018 in the amount of \$14,646 (P = \$6,310 and I = \$8,336).

The Village refinanced its 2016 Series C BAN with the issuance of its Public Improvement (Serial) Bonds - 2017 Series A on May 2, 2017 in the principal amount of \$1,875,000 (ELIC. ONLY) having retired \$40,000 in principal towards the purchase of two bucket trucks, upon the maturity of its 2016 Series C BANs.

The Village issued its 2019 Series E BAN in July 2019, a portion of which in the principal amount of \$1,596,500 was issued for electric purposes. In April 2020 the Village refinanced its 2019 Series E BAN with the issuance of its 2020 Series C BANS (\$744,699 - ELEC ONLY) and 2020 Series E BANS (\$851,801 - ELEC ONLY). No principal pay-down was required at the time of the April 2020 refinancing.

In October 2020 the Village issued its 2020 REFUNDING SERIAL BONDS (FEDERALLY TAXABLE) in the principal amount of \$33,465,000 refunding \$376,633 of its Public Improvement Refunding (Serial) Bonds - 2011 Series B, (electric portion only) and \$39,455,000 of its Public Improvement Refunding (Serial) Bonds - 2012 Series A.

The Village refinanced its 2020 Series C BANS with the issuance of its Public Improvement Serial Bonds - 2021 Series A on April 28, 2021, in the principal amount of \$695,000 (ELEC ONLY) having retired \$49,690 in principal, upon the maturity of its 2020 Series C BANS.

The Village refinanced its 2020 Series E BANS with the issuance of its Bond Anticipation Notes - 2021 Series B on April 28, 2021, in the principal amount of \$570,000 (ELEC ONLY) having retired \$181,810 in principal, upon the maturity of its 2020 Series E BANS.

The Village refinanced its 2021 Series B BANS with the issuance of its Public Improvement Serial Bonds - 2022 Series A on April 27, 2022, in the principal amount of \$420,000 (ELEC ONLY) having retired \$250,000 in principal, upon the maturity of the 2021 Series B BANS.

On November 15, 2022 the Village refinanced its 2021 Series D BANS with the issuance of its 2022 Series E BANS, in the principal amount of \$674,000 (ELEC ONLY). No principal was retired in connection with this refinancing.

On April 26, 2023 the Village refinanced its 2022 Series C BANS with the issuance of its 2023 Series C BANS, in the principal amount of \$600,000 (ELEC ONLY). No principal was retired in connection with this refinancing.

Village of Freeport

2/28/2023

Schedule B-1.A

Current Bills, Accounts, Claims and Demands Unpaid

OBJ	ACCOUNT NAME	
E165	AR CONSUMER BILLING	\$ 6,247,106.23
E165	AR MISC BILLING	\$ 36,470.98
E165	AR DAMAGES	\$ 189,564.98
E165	AR LIPA CONTRACT	\$ 207,869.79
E165	AR TENANT GENERATION	\$ 11,096.24
E165	ACCOUNTS RECEIVABLE OTHER	\$ 161,705.99
E165	AR DUE FROM CUSTOMER 18A	\$ -
E165	ELEC DUE FR OTHER GOV (FEMA)	\$ -
	FYE 2023	\$ 6,853,814.21

OBJ	ACCOUNT NAME	
E165	AR CONSUMER BILLING	\$ 5,272,845.00
E165	AR MISC BILLING	\$ 37,773.98
E165	AR DAMAGES	\$ 75,559.98
E165	AR LIPA CONTRACT	\$ 334,460.28
E165	AR TENANT GENERATION	\$ 24,151.83
E165	ACCOUNTS RECEIVABLE OTHER	\$ 352,623.06
E165	AR DUE FROM CUSTOMER 18A	\$ -
E165	ELEC DUE FR OTHER GOV (FEMA)	\$ -
	FYE 2022	\$ 6,097,414.13

Account Detail - 785 - Other General Expenses

		<u>FY2022</u>	<u>FY2023</u>
E7850000	578100 EDUCATION AND TRAINING	107,665.00	104,361.30
E7851700	578100 MEDICARE REIMBURSEMENTS	106,177.00	118,174.70
E7851710	578100 MEDICAL INSURANCE	2,780,285.92	2,911,880.27
E7851720	578100 DENTAL INSURANCE	120,610.51	129,012.92
E7851730	578100 DISABILITY INSURANCE	3,163.29	2,131.91
E7851740	578100 UNEMPLOYMENT INSURANCE		
E7851750	578100 WORKERS COMPENSATION EXPENSE	201,592.83	266,088.24
E7851760	578100 FICA EXPENSE	383,537.30	397,727.49
E7851770	578100 RETIREMENT EXPENSE	1,218,672.74	1,221,040.38
E7851780	578100 LABOR TRANSFERS RETIREMENT		
E7851790	578100 LEAVE BENEFITS EXPENSE	1,468,520.53	1,347,266.07
E7851800	578100 LEAVE BENEFITS ACCRUAL		
E7851810	578100 MEDICARE CONTRIBUTIONS	96,751.00	100,536.30
E7851820	578100 LABOR TRANSFERS EMP BENEFITS		
E7851920	578100 SAFETY SUPPLIES AND EQUIPMENT	35,027.00	50,279.81
E7851970	578100 SAFETY LABOR	7,427.00	797.06
E7852000	578100 MISC GENERAL EXPENSE	23,631.00	24,213.14
E7852050	578100 BANK FEES OPERATING CASH	52,162.00	853.34
E7852060	578100 MCTMT TAX	25,968.78	48,557.42
E7852140	578100 MISC GENERAL EXPENSE NYAPP	26,792.53	26,792.53
E7853300	578100 SECURITY LIGHTING PROGRAM		1,920.33
E7854000	578100 MISC ENERGY EFFICIENCY PROGRAM		178.60
E7855000	578100 CONSUMER EDUCATION		
E7856000	578100 ELECTRIC WEBSITE	2,598.00	5,637.54
E7857000	578100 ENERGY EFFICIENCY FUND EXPENSE		
		<u>6,633,789.90</u>	<u>6,757,449.35</u>

Net Revenue Tabulations

	ac. Code	Per PSC Prelim Report for FYE 2/28/22 depr / amort	Per Acct's Rec'd - Sched. B-1.A	Per LFL 123 Application
REVENUE				
Gross Rev		\$43,131,591		\$43,131,591
EXPENSES				
Exp incl depr / amort		\$38,337,387		
depr	717	\$1,390,661		
depr	733	\$398,974		
depr	738	\$158,224		
depr	743	\$710,461		
depr	753	\$139,606		
depr	757	\$33,534		
depr	788	\$97,814		
amort	790	\$97,932		
Total depr / amort		\$3,027,206		
OM&R		\$35,310,181		\$35,310,181
ACCOUNT RECEIVABLES				
Current bills, accounts, Etc.	FY 2023		\$6,853,814	\$6,853,814
Current bills, accounts, Etc.	FY 2022		\$6,097,414	(\$6,097,414)
Total Cost of Op, Main't & Repairs				\$36,066,581
NET REVENUE				\$7,065,010

COMPARATIVE INCOME AND SURPLUS ACCOUNT

Line No.	Acct No.	Item (a)	Page Ref. (b)	Current Year (c)	Last Year (d)	Increase (Decrease) (e)
1		ELECTRIC OPERATIONS				
2	401	Operating Revenues - Electric	300	\$35,929,101	\$34,593,311	\$1,335,790
3		Operating Expenses - Electric	307	38,337,387	37,690,934	646,453
4	403	Taxes - Electric		2,847,000	2,847,000	0
5	404	Uncollectible Revenues - Electric		936,609	123,070	813,539
6		Net Operating Revenue - Electric		(6,191,895)	(6,067,693)	(124,202)
7		OTHER OPERATIONS				
8	421	Operating Revenues - Other		7,202,490	4,791,689	2,410,801
9	422	Operating Expenses - Other				0
10	423	Taxes - Other				0
11	424	Uncollectible Revenues - Other				0
12		Net Operating Revenue - Other		7,202,490	4,791,689	2,410,801
13		Total Net Operating Revenue		1,010,595	(1,276,005)	2,286,600
14		LEASED PROPERTY				
15	431	Rent from Lease of Electric Plant - Credit		2,438,650	2,437,349	1,302
16	432	Deductions from Rent Revenues - Electric				0
17	433	Rent for Lease of Electric Plant - Debit				0
18		Net Return or Expense - Leased Property - Electric		2,438,650	2,437,349	1,302
19	434	Rent from Lease of Other Plant - Credit				0
20	435	Deductions from Rent Revenues - Other				0
21	436	Rent for Lease of Other Plant - Debit				0
22		Net Return or Expense - Leased Property - Other		0	0	0
23		Operating Income		3,449,245	1,161,344	2,287,901
24		NON-OPERATING INCOME				
25	441	Revenues from Non-Operating Property				0
26	442	Interest Revenues		138,072	1,608	136,464
27	443	Dividend Revenues				0
28	444	Miscellaneous Non-Operating Revenues				0
29	449	Non-Operating Revenue Deductions				0
30		Total Non-Operating Income		138,072	1,608	136,464
31		Gross Income		3,587,317	1,162,952	2,424,365
32		INTEREST DEDUCTIONS				
33	451	Interest on Long Term Debt		502,007	626,419	(124,412)
34	452	Miscellaneous Interest Deductions	309	2	190	(188)
35	453	Amortization of Debt Discount and Expense			114,173	(114,173)
36	454	Release of Premium on Debt - Credit			0	0
37	455	Interest Charged to Property - Credit	309			0
38	456	Miscellaneous Amortization	309			0
39	459	Contractual Appropriations of Income	309			0
40	460	Miscellaneous Deductions from Income			0	0
41		Total Interest Deductions		502,009	740,781	(238,773)
42		Net Income		\$3,085,309	\$422,171	\$2,663,138
SURPLUS (ACCOUNT 281)						
43		Balance at the Beginning of the Year		(\$36,639,293)	(\$40,697,328)	\$4,058,035
44	501	Balance Transferred from Income		(\$3,085,309)	(\$422,171)	(\$2,663,138)
45	502	Miscellaneous Credits to Surplus (Detail Below)		(5,375)	\$5,375	(\$10,749)
46		Fiscal Year-End adjusting JE's				0
47						0
48	512	Appropriations to Reserves	309	(4,567,017)	(4,474,831)	(92,186)
49	514	Miscellaneous Debits to Surplus (Detail Below)		0	0	0
50		Fiscal Year-End adjusting JE's				0
51						0
52		Balance at the End of the Year		(\$35,162,959)	(\$36,639,293)	\$1,476,334

OPERATING PROPERTY

1. Show below the required information regarding electric operating property accounts for the year.

2. Transfers in column (e) should be restricted to entries made during the year to reflect changes in use of plant under circumstances which do not call for retirement accounting. This includes the transfer of plant from one class of utility to another, or between plant accounts within the electric department. Include in this column and clearly indicate as such transfers from subdivisions of accounts temporarily carried for plant in process of reclassification.

Line No.	Account (a)	Balance at Beginning of Year (b)	Additions (c)	Retirements (d)
1	(301) Organization	150		
2	(302) Franchises and Consents	0		
3	(303) Miscellaneous Intangible Plant	3,917,267		
4	(311) Land and Land Rights	71,253		
5	(312) Structures and Improvements	6,897,166	11,700	
6	(321) Boiler Plant Equipment	0		
7	(322) Engine Driven Generator Units - Steam	0		
8	(323) Turbo-Generators -Steam	0		
9	(324) Accessory Electric Equipment - Steam	0		
10	(325) Misc. Power Plant Equipment - Steam	0		
11	(331) Reservoirs, Dams, and Waterways	0		
12	(332) Roads, Trails and Bridges	0		
13	(333) Water Wheels, Turbines, and Generators	0		
14	(334) Accessory Electric Equipment - Hydro	0		
15	(335) Misc. Power Plant Equipment - Hydro	0		
16	(342) Engine Dr. Gen. Units - Internal Combust.	34,633,186		
17	(344) Accessory El. Eq. - Internal Combust.	9,269,360	52,247	1,991
18	(345) Misc. Pr. Plant Equip. - Internal Combust.	11,259,710		
19	(351) Transmission Roads and Trails	0		
20	(352) Transmission Substation Equipment	15,672,364		
21	(353) Transmission Overhead Conductors	28,896		
22	(354) Transmission Underground Conductors	878,510		
23	(358) Poles, Towers and Fixtures	2,066,406	14,184	2,357
24	(359) Underground Conduits	3,847,876		
25	(361) Distribution Substation Equipment	3,864,964		
26	(362) Storage Battery Equipment	0		
27	(363) Distribution Overhead Conductors	4,587,835	33,353	1,459
28	(364) Distribution Underground Conductors	4,538,813		
29	(365) Line Transformers	5,140,256	23,211	
30	(366) Overhead Services	1,119,424	9,903	2,054
31	(367) Underground Services	1,025,525		
32	(368) Consumers' Meters	1,364,137		
33	(369) Consumers' Meter Installation	316,326		
34	(370) Other Property on Consumers' Premises	0		
35	(371) Street Lighting and Signal System Equip.	4,096,285	110,719	51,483
36	(381) Office Equipment	1,209,329		
37	(382) Stores Equipment	166,038		
38	(383) Shop Equipment	66,990		
39	(384) Transportation Equipment	2,264,823		
40	(385) Communication Equipment	2,752,136	13,250	
41	(386) Laboratory Equipment	98,276		
42	(387) General Tools and Implements	60,532		
43	(388) Miscellaneous General Equipment	0		
44	(391) Miscellaneous Tangible Property	0		
45	(392) Undistributed Operating Property	0		
46		0		
47	Total Operating Property - Electric	\$121,213,832	\$268,567	\$59,344
48	(102-			
49	108) Operating Property - Other Departments	\$0		

OPERATING PROPERTY (Continued)

- 3. "Adjustments during the year" should be interpreted to mean entries, if any, made in operating property accounts not to record current transactions but as modification of entries made in prior accounting periods.
- 4. In an attached memorandum explain all entries in column (f).
- 5. In column (i) enter the annual depreciation rate for the continuing property account listed in column (h).
- 6. In column (j) enter the year end balance in the 261 account for the continuing property account listed in column (h).

Transfers (e)	Adjustments (f)	Balance at End of Year (g)	Acct. (h)	Depreciation Reserve		Line No.
				Curr Ann Rate - % (i)	Accr Res (j)	
		\$150	(301)			1
		0	(302)			2
		3,917,267	(303)			3
		71,253	(311)		3,657	4
		6,908,866	(312)	1.78	6,245,928	5
		0	(321)			6
		0	(322)			7
		0	(323)			8
		0	(324)			9
		0	(325)			10
		0	(331)			11
		0	(332)			12
		0	(333)			13
		0	(334)			14
		0	(335)			15
		34,633,186	(342)	2.30	16,576,291	16
		9,319,616	(344)	2.29	5,872,489	17
		11,259,710	(345)	2.46	8,063,495	18
		0	(351)			19
		15,672,364	(352)	2.38	9,030,501	20
		28,896	(353)	2.93	3,456	21
		878,510	(354)	2.86	588,346	22
		2,078,233	(358)	3.92	1,696,752	23
		3,847,876	(359)	2.10	2,186,694	24
		3,864,964	(361)	3.14	2,302,777	25
		0	(362)			26
		4,619,728	(363)	2.75	2,286,284	27
		4,538,813	(364)	2.90	2,651,745	28
		5,163,467	(365)	3.59	3,678,128	29
		1,127,274	(366)	4.96	1,046,576	30
		1,025,525	(367)	3.14	358,074	31
		1,364,137	(368)	3.43	1,159,545	32
		316,326	(369)	3.42	293,664	33
		0	(370)			34
		4,155,521	(371)	4.00	690,788	35
		1,209,329	(381)	6.59	1,223,693	36
		166,038	(382)	3.70	188,400	37
		66,990	(383)	4.09	68,797	38
		2,264,823	(384)	8.32	2,369,907	39
		2,765,386	(385)	3.31	2,338,888	40
		98,276	(386)	3.97	91,910	41
		60,532	(387)	4.28	53,689	42
		0	(388)			43
		0	(391)			44
		0	(392)			45
		0				46
\$0	\$0	\$121,423,055			\$71,070,473	47
			(102-			48
		\$0	108)			49

ELECTRIC OPERATING REVENUES (Account 401)

1. Report below electric operating revenues for the year for each account.
2. Number of customers, columns (l) and (m), should be reported on the number of meters, plus number of flat rate accounts, except that where separate meter readings are added for billing purposes, one customer should be counted for each group of meters so added. The average number of customers means the average of twelve figures at the close of each month. If customer count in the residential and commercial classifications includes customers counted more than once because of special services, indicate in a footnote the number of such customers included in each of the two service classifications.
3. If preceding year columns (i), (k) and (m) are not derived from previously reported figures, explain any inconsistencies.

Line No.	Acct No.	Account Title	Operating Revenues				Number of KWH Sold		Average Number Of Customers Per Month			
			Revenues at Base Plus PPAC (d)	Current Year Discounts Not Taken Late Charges (e)	Total Revenue for Year (f)	Revenues at Base Plus PPAC (g)	Previous Year Discounts Not Taken Late Charges (h)	Total Revenue for Previous Year (i)	Amount for Year (j)	Amount for Previous Year (k)	Number for Year (l)	Number for Pre. Yr. (m)
SALES OF ELECTRICITY												
1	601	Residential Sales	\$15,026,141	\$62,911	\$15,089,052	\$14,383,082	\$11,087	\$14,394,169	122,563,352	122,563,352	13,258	13,258
2		DSS Credit	(460)		(\$460)			(\$342)				
3	602	Commercial Sales	12,513,174	35,556	\$12,548,730	12,152,609	7,083	\$12,159,692	111,497,851	111,497,851	1,801	1,801
4	603	Security Lighting	43,904		\$43,904	42,941		\$42,941	195,385	195,385		
5	604	Public Street Lighting - Operating Mun.	1,466,277		\$1,466,277	1,444,336		\$1,444,336	5,258,612	5,258,612	1	1
6	605				\$0			\$0				
7	606	Other Sales to Operating Municipality	1,091,153		\$1,091,153	1,024,349		\$1,024,349	10,223,127	10,223,127	48	48
8	607	Other Sales to Other Public Authorities	98,240		\$98,240	106,862		\$106,862	816,317	816,317	176	176
9	608	Sales to Other Distributors	1,605,756		\$1,605,756	1,437,625		\$1,437,625				
10	608.4	Energy Efficiency-Case #06-E-0911	(248,339)		(\$248,339)	(250,555)		(\$250,555)				
11	608.45	TCC Collection	4,234,788		\$4,234,788	4,234,788		\$4,234,788				
12	609	FAC Accrual			\$0			\$0				
13	610				\$0			\$0				
14		Total Sales	35,830,634	98,467	35,929,101	34,575,695	18,171	34,593,866	250,554,644	250,554,644	15,284	15,284
OTHER OPERATING REVENUES												
17	621	Rent From Electric Property	2,438,650		2,438,650	2,437,349		2,437,349				
18		Contract/Shared Revenue	4,021,608		4,021,608	4,637,595		4,637,595				
19	622	Miscellaneous Electric Revenues	742,232		742,232	154,094		154,094				
20					0			0				
21					0			0				
22					0			0				
23		Total Other Operating Revenues	7,202,490	0	7,202,490	7,229,038	0	7,229,038				
24		Total Electric Operating Revenues	\$43,033,123	\$98,467	\$43,131,591	\$41,804,733	\$18,171	\$41,822,904				

Report the following information in days for BILLING ROUTINE - ELECTRIC Accounts 601 AND 602

1. The period for which bills are rendered.
2. The period between the date meters are read and the date customers are billed.
3. The period between the billing date and the date on which discounts are forfeited.

SIXTY ROUTES ARE MAINTAINED BY THE ELECTRIC DEPARTMENT. METERS CONTAINED IN ONE OR MORE ROUTES ARE READ EACH WORKING DAY. ALL ROUTES ARE READ WITHIN THE MONTH AND BILLED FOR THAT MONTH. IN INSTANCES WHEN ADMITTANCE TO PREMISES IS NOT POSSIBLE ESTIMATED BILLS ARE PREPARED. BILL SUBMITTED TO CUSTOMERS LESS THEN A WEEK AFTER READING THROUGH FEBRUARY 28, 2017.

Customers taking service under Classification No. 1 or No.2 who own or operate solar or wind electric generating equipment will be reviewed as per Leaf 58.1 and 61.1 of P.S.C. No 9 Electricity. For Fiscal Year End 2/29/2016, no adjustments have been applied to customer accounts.

Starting with fiscal year 2014, the Village of Freeport began collecting from customers on a per Kwh basis the cost of the Transmission Congestion Contracts (TCC). Revenues shown above in the different blocks, include the cost recovery of the TCC. However, account 608.45 shows the subtraction of the cost recovery that has been previously reported as revenue.

OPERATING EXPENSES - ELECTRIC

1. Enter in the space provided the operation and maintenance expenses for the year and previous year.
2. Designation in Class columns indicate the accounts applicable to each class of utilities.

LINE NO.	ACCOUNT (a)				AMOUNT FOR	AMOUNT FOR
			C	D	CURRENT YEAR (b)	PREVIOUS YEAR (c)
1	701.	Supervision and Labor	x	x		
2						
3	702.	Power Plant Supplies and Expense		x		
4	702.1	Fuel	x			
5	702.2	Water	x			
6	702.3	Miscellaneous Supplies and Expense	x			
7	703.	Repairs to Power Plant	x	x		
8	704.	Steam from Other Sources	x	x		
9	705.	Steam Transferred - Cr	x	x		
10	706.	Depreciation of Power Plant	x	x		
11	707.	Production Rents	x	x		
12						
13		Total Electric Generation - Steam Power			0	0
14						
15	708.	Supervision and Labor	x	x		
16	709.	Power Plant Supplies and Expense		x		
17	709.1	Water for Power	x			
18	709.3	Miscellaneous Supplies and Expenses	x			
19	710.	Repairs to Power Plant	x	x		
20	711.	Depreciation of Power Plant	x	x		
21	712.	Production Rents	x	x		
22						
23		Total Electric Generation-Hydraulic Power			0	0
24						
25	713.	Supervision and Labor	x	x	1,825,815	1,647,592
26	714.	Power Plant Supplies and Expenses		x		
27	714.1	Engine Fuel	x		239,613	606,495
28	714.3	Miscellaneous Supplies and Expenses	x		733,531	701,362
29	715.	Repairs to Power Plant	x	x	740,376	739,874
30	716.	Gas for Power	x	x	4,196,096	3,938,083
31						
32	717.	Depreciation of Power Plant	x	x	1,390,661	1,386,148
33						
34	718.	Production Rents	x	x	503,694	503,694
35	719	Security			199,271	196,032
36		Total Electric Generating Int. Comb. Engine Power			9,829,056	9,719,280
37						
38	721.	Electricity Purchased	x	x	15,017,121	14,423,991
39						
40	722.	Purchased Electricity Expense	x	x	105,967	87,775
41	726.	Production Expense Transferred - Cr.	x	x		
42	729.	Duplicate Production Charges - Cr.	x	x		
43						
44		Total Other Production Expense			15,123,088	14,511,766
45						
46		Total Production Expense			24,952,144	24,231,046
47						
48	731.	Transmission System Operation		x		
49	731.1	Transmission Supervision & Eng.	x			
50	731.2	Operation of Transmission Substations	x		138,714	117,253
51	731.4	Operation of Transmission System	x			
52	732.	Repairs to Transmission System	x	x	711	434
53	733.	Depreciation of Transmission Property	x	x	398,974	398,974
54	734.	Transmission Rents	x	x		
55						
56		Total Transmission Expense			538,399	516,661
57						
58	736.	Repairs to Poles, Towers and Fixtures	x	x	65	1,388
59	737.	Repairs to Underground Conduits	x	x	3,904	
60	738.	Depreciation of Poles, Towers, Fixtures & Conduit	x	x	158,224	157,570
61						
62		Total Maint. Poles, Towers, Fixtures & Conduits			162,194	158,958
63						
64		Total acct. 701 to 738 carried forward			25,652,737	\$24,906,665

OPERATING EXPENSES - ELECTRIC (Continued)					
LINE NO.	ACCOUNT (a)	Class		AMOUNT FOR CURRENT YEAR (b)	AMOUNT FOR PREVIOUS YEAR (c)
		A,B	C D		
1	Account 701 to 738 Carried forward			25,652,737	\$24,906,665
2					
3	741. Distribution System Operation		x	19,831	
4	741.1 Distribution Super. and Engineering	x		64,420	73,347
5	741.2 Operation of Distribution Substations	x		13,757	10,179
6	741.3 Operation of Storage Batteries	x			
7	741.4 Operation of Distribution Lines	x		727,248	1,019,497
8	741.5 Operation of Consumers' Meters	x		124,703	118,523
9	741.6 Service on Consumers Premises	x		56,990	55,353
10	742. Repairs to Distribution System		x		
11	742.1 Repairs to Distribution Structure and Equipment	x			
12					
13	742.4 Repairs to Overhead Distribution Cond.	x		21,629	32,021
14					
15	742.5 Repairs to Underground Dist. Cond.	x		2,082	256
16	742.6 Repairs to Line Transformers	x		4,401	11,394
17	742.7 Repairs to Services	x		46,958	28,758
18	742.8 Test and Repairing Consumers' Meters	x		2,446	6,597
19	742.9 Repairs to Other Property on Cons. Premises	x			
20	743. Depreciation of Distribution Property	x	x	710,461	702,518
21	744. Distribution Rents	x	x		
22					
23	Total Distribution Expense			1,794,925	2,056,442
24					
25	752. Repairs to Street Lighting & Sig Sys Equipment		x	136,578	115,619
26	753. Depreciation of Street Lighting & Sig Sys Equip	x		139,606	137,232
27		x			
28	757. Fiber Optics Depreciation	x	x	33,534	33,120
29	757. Fiber Optics	x	x	90,940	62,599
30					
31					
32	Total Street Lighting & Signal System Expense			400,658	348,570
33					
34	761. Consumer Accounting and Collection Labor & Sup	x	x	857,074	809,093
35					
36	764. Consumer Accounting and Collection Rents	x	x		
37					
38	Total Customer Accounting & Collection Expense			857,074	809,093
39					
40	771. Sales Labor and Supplies	x	x		
41	772. Appliance Selling and Jobbing	x	x		
42	774. Sales Department Rents	x	x		
43					
44	Total Sales Expense			0	0
45					
46	781. General Office Salaries and Expense	x	x	1,860,919	1,803,116
47					
48	782. Management Service	x	x	49,357	64,016
49	783. Insurance, Injuries and Damages	x	x	582,929	563,096
50	784. Regulatory Commission Expense	x	x	123,707	90,716
51	785. Other General Expense	x	x	6,757,449	6,792,404
52	786. General Rents	x	x	48,570	48,570
53	787. Repairs to General Property	x	x	13,314	12,500
54	788. Depreciation of General Property	x	x	97,814	97,814
55					
56	789. Deferred Retirement Losses	x	x		
57					
58	790. Amortization of Intangible Property	x	x	97,932	97,932
59	791. Franchise Requirements	x	x		
60	792. Miscellaneous Expenses Transferred - Cr.	x	x		
61					
62	793. Duplicate Miscellaneous Charges Transferred - Cr	x	x		
63					
64	Total Admin. and General Expenses			9,631,992	9,570,163
65					
66	Total Operating Expense - Electric			38,337,387	37,690,934

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

AGENDA

BOARD OF TRUSTEES' MEETING

May 15, 2023

PUBLIC HEARING

7:15 P.M. - To consider an increase in the water rate.

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

DIRECTIVE

TO: Howard E. Colton, Village Attorney May 2, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 1, 2023:

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

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 15th day of May 2023, at 7:15 P.M., to consider a Water Rate Change 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 15th 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 1st day of May 2023.

Pamela Walsh Boening
Village Clerk

The Clerk polled the Board as follows:

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

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

Mayor Kennedy

In Favor

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

Board & Comm.

X Claims Examiner

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

OTHER

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 15th day of May 2023, at 7:15 P.M., to consider a Water Rate Change 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 15th 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 1st day of May 2023.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
May 1, 2023

11-11-11

LEGAL NOTICE
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 15th day of May 2023, at 7:15 P.M., to consider a Water Rate Change 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 15th
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 1st day of
May 2023.
Pamela Walsh Boening
Village Clerk
Dated: Freeport, New York
May 1, 2023
139493

VILLAGE OF FREEPORT
Department of Buildings
Recommendation

Notice

x Negative Declaration

Positive Declaration

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

x The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

— The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.
(See reasons below)

Project : Water Rate Change

Building Permit App. N/A

Location: N/A

Applicant: Incorporated Village of Freeport

Description: to consider a Water Rate Change in the Village of Freeport.

Lead Agency: Department of Buildings
for the Board of Trustees
Village of Freeport
46 North Ocean Avenue

Agency Contact Person:
Superintendent of Buildings
(516) 377-2242

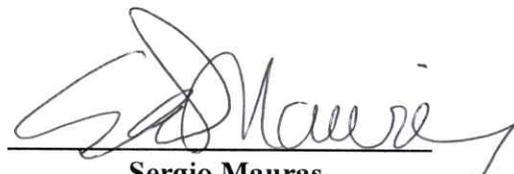
REASON(S) FOR DETERMINATION

This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) _____

B) Possible environmental effects identified:
(only if positive determination)

DATED: May 3, 2023
Freeport, New York



Sergio Mauras
Superintendent of Buildings

IMPORTANT: This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.

The Following Resolution was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

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

WHEREAS, the proposed action is to consider a Water Rate Change in the Village of Freeport; and

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

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

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

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

The Clerk polled the Board as follows:

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

The Following Resolution was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

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

WHEREAS, the proposed action is to consider a Water Rate Change in the Village of Freeport; and

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

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

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

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

The Clerk polled the Board as follows:

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