

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

54--063-6	193 LENA AVE	348.33
54--064-25	290 RANDALL AVE	798.73
54--068-209	227 RANDALL AVE	337.74
54--078-230	166 LEXINGTON AVE	505.32
54--085-121	173 LEXINGTON AVE	431.19
54--091-112	86 S LONG BEACH AVE	635.52
54--091-2	72 PORTERFIELD PL	274.82
54--311-134	425 SOUTHSIDE AVE	124.59
54--316-91	495 RAY ST	173.18
54--317-58	10 MAY CT	74.76
54--319-238	96 HAMPTON PL	270.36
54--319-93	136 CARY PL	114.62
54--334-42	30 LESTER AVE	35.51
54--337-114	110 STIRLING AVE	890.31
54--457-4	92 VIRGINIA AVE	262.27
54--458-7	61 DELAWARE AVE	836.11
54--459-5	25 MARYLAND AVE	608.73
54--459-115	149 MAXSON AVE	670.40
54--488-9	75 VIRGINIA AVE	131.44
54--489-5	65 BEVERLY PKWY	1,103.89
54--490-4	128 N BROOKSIDE AVE	761.98
54--490-5	132 N BROOKSIDE AVE	638.63
54--492-10	37 BEVERLY PKWY	434.92
54--492-14	17 BEVERLY PKWY	252.40
54--B-558	91 N BROOKSIDE AVE	1,376.84
54--B-66	217 MAXSON AVE	120.33
55--058-143	274 PENNSYLVANIA AVE	396.30
55--217-760	9 JACKSON PL	81.71
55--230-277	34 ROSEDALE AVE	482.89
55--263-23	128 N GROVE ST	184.49
55--269-2	104 WALLACE ST	320.92
55--271-10	116 RANDALL AVE	270.46
55--362-527	133 COLONIAL AVE	438.66
55--364-142	66 INDEPENDENCE AVE	119.71
55--370-199	44 LEONARD AVE	426.83
55--375---1186	65 SAGAMORE ST	263.61
55--386-4	117 CRAIG AVE	91.05
55--387-660	146 CONNECTICUT AVE	145.25
55--N-48	26 W SEAMAN AVE	655.35
62--036-160	340 ATLANTIC AVE	870.37
62--050-108	346 S MAIN ST	154.59
62--053-62	111 CHURCH ST	1,153.82
62--059-10	29 PRESIDENT ST	1,151.33
62--059-94	464 S MAIN ST	983.13
62--060-83	284 BEDELL ST	907.13
62--061-218	25 W 1st ST	902.77

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

62--061-55	30 W 1st ST	1,018.64
62--062-190	75 W 2nd ST	193.84
62--064-469	80 W 4th ST	1,188.08
62--064-543	55 W 4th ST	1,244.77
62--069-162	35 E 1st ST	61.77
62--069-167	59 E 1st ST	92.30
62--069-175	99 E 1st ST	120.33
62--069-185	82 E 1st ST	212.53
62--069-186	78 E 1st ST	79.21
62--070-496	178 SAINT MARKS AVE	498.47
62--071-449	181 BRANCH AVE	428.07
62--073-530	3 NOON PL	287.91
62--086-431	64 PRESIDENT ST	293.51
62--090-619	233 ARTHUR ST	467.94
62--091-434	84 PRESIDENT ST	334.63
62--092-320	168 GORDON PL	332.14
62--099-561	17 POLK ST	120.33
62--099-574	18 ROBERT ST	112.23
62--101-694	11 GRANT ST	175.15
62--106-423	14 HOWARD AVE	167.05
62--129-11	256 S LONG BEACH AVE	201.31
62--131-2	310 S LONG BEACH AVE	226.86
62--147-508	137 S BAY AVE	151.48
62--153-231	514 S LONG BEACH AVE	357.68
62--155-363	455 ROOSEVELT AVE	464.20
62--156-33	786 S LONG BEACH AVE	504.70
62--156-544	926 S LONG BEACH AVE	515.29
62--159-471	126 NASSAU AVE	136.53
62--169-26	188 CARMAN ST	102.89
62--179-29	543 MILLER AVE	1,054.15
62--181-8	299 NASSAU AVE	659.19
62--182-119	560 MILLER AVE	168.30
62--182-177	365 NASSAU AVE	619.94
62--196-3	15 E 2nd ST	522.14
62--196-6	31 E 2nd ST	22.43
62--196-31	58 E 2nd ST	106.53
62--196-32	52 E 2nd ST	130.82
62--196-44	98 E 2nd ST	293.41
62--203-19	27 ANN DR N	3.74
62--203-20	29 ANN DR N	78.49
62--203-61	7 JEFFREY CT	35.51
62--204-25	17 LAURETTE LN	306.50
62--206-14	42 ANN DR E	82.85
62--227-9	358 SAINT MARKS AVE	52.33
62--C-411	23 HOWARD AVE	100.39
62--C-416	33 HOWARD AVE	123.44

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

62--C-436	73 HOWARD AVE	115.97
-----------	---------------	--------

- c) Request approval of the court ordered Small Claims Assessment Review (SCAR) reductions to the 2021/2022 Final Assessment Roll and for the Village Treasurer to issue a refund to Long Island Tax Reduction in the amount of \$2,356.33. for:

54--055-5	205 N LONG BEACH AVE	885.85
55--348-39	27 FOREST AVE	52.43
55--392-98	344 N LONG BEACH AVE	370.14
62--091-225	216 GARFIELD ST	1,047.92

- d) Request approval of the court ordered Small Claims Assessment Review (SCAR) reductions to the 2021/2022 Final Assessment Roll and for the Village Treasurer to issue a refund to Property Tax Reduction in the amount of \$2,901.13 for:

36--520-14	14 TANGLEWOOD LN	812.96
54--059-7	20 DELAWARE AVE	302.14
54--085-2	382 PINE ST	141.41
54--092-528	77 PORTERFIELD PL	175.67
54--327-26	260 WESTEND AVE	680.27
55--372-127	117 LILLIAN AVE	155.12
55--385-131	135 CONNECTICUT AVE	155.12
62--055-41	215 CHURCH ST	58.56
62--063-439	12 W 3rd ST	77.25
62--064-531	22 W 4th ST	277.84
62--102-234	662 GUY LOMBARDO AVE	64.79

- e) Request retroactive approval to remove exemptions from the 2023/2024 Final Assessment Roll for the following:

Section 54, Block 326, Lot 40 a/k/a 24 Gerald Avenue
Section 62, Block 111, Lot 14 a/k/a 255 S. Ocean Avenue
Section 54, Block 085, Lot 123 a/k/a 165 Lexington Avenue

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.

3. ELECTRIC DEPARTMENT – Al Livingston Jr.

- a) Request to award bid #23-05-ELEC-664 “Furnishing of Immutable Backup Appliance Solution for VEEAM” to GovConnection, 732 Milford Road, Merrimack, New Hampshire 03054, the lowest responsible bidder meeting bid specifications, in the amount of \$50,363.35.
- b) Request to reject all bids received for bid#23-05-ELEC-662 “Uniformed Guard Services for Power Plant”

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

- c) Request retroactive approval to extend the contract with Arrow Security, 300 West Main Street, Smithtown, New York 11787, for uniformed guard services for Power Plant, from July 1, 2023 through July 31, 2023, in the amount of \$16,926.

4. VILLAGE ATTORNEY – Howard E. Colton

- a) Request retroactive approval of a CRP grant in the amount of \$300,000 for the Freeport Armory (Phase 2) and that the Mayor/Village Attorney be authorized to sign any and all agreements to facilitate an IMA agreement between the Village of Freeport and Nassau County.

5. VILLAGE CLERK – Pamela Walsh Boening

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$564.00, reimbursed by the property owner:

310 W. Seaman Avenue \$564.00

6. WATER & SEWER – Robert R. Fisenne

- a) Request to retroactively extend the “2022 Furnishing of Water Meters” contract with Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, from March 1, 2023 through February 29, 2024, with no increase in unit price, in the amount of \$396,450.

NO PUBLIC COMMENT

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

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: July 13, 2023

RE: Block Party Permit
Applicant: James Beauford Jr.
Date: August 19, 2023
Rain Date: August 26, 2023
Location: Norton Street from Guy Lombardo Ave. to Hudson Avenue
Time: 2:00 P.M. to 8:00 P.M.

Attached is a Block Party Permit Application submitted James Beauford Jr., 31 Norton Street, to hold a Block Party on August 19, 2023 (rain date: August 26, 2023), on Norton Street from Guy Lombardo Avenue to Hudson Avenue, starting at 2:00 P.M. to 8:00 P.M. Approximately 50 individuals will be attending this event.

Included in this package are the recommendation from the Police Department, Public Works and Fire Department agreeing to the time change.


Pamela Walsh Boening
Pamela Walsh Boening
Village Clerk
Attachments

**FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT**

RECEIVED

BLOCK PARTIES ARE NOT PERMITTED ON THE 4TH OF JULY OR THE WEEKEND PRECEDING OR FOLLOWING JULY 4TH.

2023 JUN 23 A 11: 22
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

DATE OF APPLICATION: 7/3/23

DESCRIBE EVENT AND PURPOSE: Block Party

DATE OF EVENT: 8/19/23 RAIN DATE: 8/26/23

TIME: FROM 2pm TO 8pm (Limit 6 hours – ending 10 PM latest)

LOCATION OF EVENT: Norton St. Between Guy Lombardo and Hudson

NO. PARTICIPANTS EXPECTED: 50 NO. OF RESIDENCES ON BLOCK: 35 VERIFIED BY pub.

NAME OF CONTACT/ORGANIZATION: James Beauford Jr.

ADDRESS: 31 Norton Street TEL NO. (516) 849-0600

The undersigned applicants agree that they are solely responsible and liable for their own works, person and property at all times. The Village of Freeport, its agents, directors or employees will not be responsible or liable for any loss or damage to property or injury to person. The applicants are responsible for the maintenance and cleanup of the area at the termination of the activity. The applicants are reminded that the Village has an "open container" law among its ordinances, which stipulates that no alcoholic beverages may be served or carried on the STREETS OR SIDEWALKS. **DO NOT BLOCK STREETS WITH CARS.**

THIS APPLICATION MUST CONTAIN THE NAMES, ADDRESSES AND SIGNATURES OF PERSONS REPRESENTING AT LEAST 1/4 OF THE TOTAL NUMBER OF RESIDENCES LOCATED ON THE BLOCK. YOU MUST INCLUDE IN THE TOTAL, ANY MULTIPLE FAMILY HOMES ON THE BLOCK, COUNTING A TWO-FAMILY RESIDENCE AS TWO RESIDENCES, ETC. ADDITIONAL NAMES, ADDRESSES, AND SIGNATURES ARE ON PAGE 2.

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>Josephine Velez</u>	<u>37 Norton Street</u>	<u>Josephine Velez</u>
<u>Leon Hines</u>	<u>27 Norton Street</u>	<u>Leon Hines</u>
<u>Rosanne Golding</u>	<u>34 Norton Street</u>	<u>Rosanne Golding</u>
<u>Terri Gochez</u>	<u>46 Norton</u>	<u>Terri Gochez</u>
<u>Tina Miller</u>	<u>30 Norton St</u>	<u>Tina Miller</u>
<u>Carolann Dmuchowski</u>	<u>62 Norton St</u>	<u>Carolann Dmuchowski</u>
<u>Walter Cruz</u>	<u>78 Norton St</u>	<u>Walter Cruz</u>
<u>Rhonda Hanna</u>	<u>61 Norton St</u>	<u>Rhonda Hanna</u>

**FREEPORT POLICE DEPARTMENT
APPLICATION FOR BLOCK PARTY PERMIT**

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 James Beckford acting as an authorized representative of Norton St. Block Party swear 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.

James Beckford
Applicant's signature

Sworn to before me this 3

day of July 2023

Mehessna C. Little
Notary

MESHESSNA C LITTLE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01L18068956
Qualified in Nassau County
My Commission Expires 11-26-2025

Add more signatures below if required:

APPLICANT'S NAME	ADDRESS	SIGNATURE
<u>JONAS MINGOT</u>	<u>73 NORTON STREET</u>	<u>[Signature]</u>
<u>Ellen Wells</u>	<u>67 Norton St</u>	<u>[Signature]</u>
<u>Sharon Levy</u>	<u>72 Norton St.</u>	<u>[Signature]</u>
<u>Jessie Madrigal</u>	<u>82 NORTON ST</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>87 Norton St</u>	<u>GERARDO [Signature]</u>
<u>Joseph Doyle</u>	<u>92 Norton St</u>	<u>Joseph Doyle</u>
<u>Jan Bartlett</u>	<u>41 Norton St</u>	<u>Jan Bartlett</u>
<u>[Signature]</u>	<u>41 Norton St.</u>	<u>[Signature]</u>
<u>Carolyn Dean</u>	<u>21 Norton ST</u>	<u>Carolyn Dean</u>
<u>Mike Bernalt</u>	<u>16 Norton St.</u>	<u>[Signature]</u>
<u>Linda Deloya</u>	<u>12 Norton St</u>	<u>Linda Deloya</u>

Freeport Police Department Block Party Permit

A block party permit has been issued to the named applicant and other named representatives on behalf of James Beauford Jr.

31 Norton Street
Applicant's Name Address
Freeport New York 11520 516-849-0600
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:

Block Party: Norton Street between Guy Lombardo Avenue and Hudson Avenue

Date: August 19th, 2023

Rain Date: August 26th 2023

Time: 2:00 P.M. to 8:00 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 the village noise ordinances. The use of fireworks is strictly prohibited.**
- 2. Use of amplified sound, DJ equipment, etc will cease and desist promptly at 8:00 P.M., without prompting from police or village officials.**
- 3. Participants will shutdown the event and clear the roadway at 8:00 P.M. without prompting from police or village officials.**
- 4. If an emergency occurs, the block party participants must be able to promptly clear the roadway for Police, Fire and other emergency vehicles. Physical barriers cannot be used to block the roadway.**
- 5. Tables, tents, rides, DJ booths and amusements placed in the roadway must be fashioned to be rapidly removed by hand to facilitate emergency vehicle operation. Structures not rapidly removable by hand must be erected off the roadway.**
- 6. Applicant: James Beayford Jr., # 516-849-0600**

THIS BLOCK PARTY 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 BLOCK PARTY PERMIT APPLICATION MUST BE ATTACHED TO THE PERMIT AND AVAILABLE FOR INSPECTION FOR THIS PERMIT TO BE VALID.

Please note the block party permit maybe revoked by the Chief of Police, or designated representative, at any time prior to or during the block party for violation of Freeport Village Code Section 155-67.

Issued by Deputy Chief Michael G. Williams Michael Williams 07/12/2023
Rank Name Signature Date

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

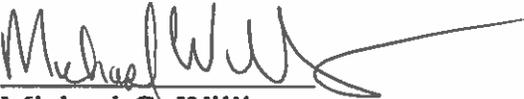
**INTER-DEPARTMENT CORRESPONDENCE
FREEPORT POLICE DEPARTMENT**

Michael Smith 40 North Ocean Avenue, Freeport, New York 11520
Chief of Police (516) 378-0700 Fax (516) 377-2432

TO: Pamela Walsh Boening, Village Clerk
FROM: Deputy Chief Michael Williams
DATE: July 12, 2023
RE: Block Party- Norton St. between Guy Lombardo Avenue and Hudson Ave.
 August 19th, 2023 Time: 2:00 P.M. to 8:00 P.M.
 Rain Date: August 26th

After review of the attached Block Party Application, I am informing you that I conditionally approve this request. My approval is conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. I do not anticipate any police overtime for this event.

Thank you,


Michael G. Williams
Deputy Chief

RECEIVED
2023 JUL 13 A 10:16
CLERK'S OFFICE
VILLAGE OF FREEPORT, NY

**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: July 11, 2023
RE: Block Party Application – James Beauford, Jr.

RE: Block Party Permit Application
Applicant: James Beauford, Jr.
Date: Saturday, August 19, 2023
Rain Date: Saturday, August 26, 2023
Location: Norton Street from Guy Lombardo Ave to Hudson Ave
Time: 2:00 P.M. – 8:00 P.M.

I have reviewed the above-referenced Block Party Permit Application submitted by James Beauford, Jr.. The Department of Public Works will erect barricades to facilitate the necessary road closures.

I am conditionally approving this permit, with my approval conditioned upon this matter being brought before the Mayor and Board of Trustees for final approval. Please advise me when a decision is 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, July 10, 2023 3:37 PM
To: Pamela Boening
Subject: RE: 8.19.2023 Norton Street

I have reviewed the Block Party application for August 19, 2023 (Rain Date: August 26, 2023)

I do not foresee any negative impact in the performance of our duties. However, the area is vast. Therefore even more attention to access must be maintained by the participants. The applicants and participants must be cognizant of the need for emergency vehicles to enter the area.

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: Wednesday, July 5, 2023 11:13 AM
To: Michael Smith <m.smith@freeportpolice.org>; Robert Fisenne <rfisenne@freeportny.gov>; Raymond Maguire <rmaguire@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>
Subject: 8.19.2023 Norton Street

Please send recommendation.

Pamela Walsh Boening
Village Clerk

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

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: July 11, 2023

RE: 2021/2022 SCARS for Maidenbaum Sternberg

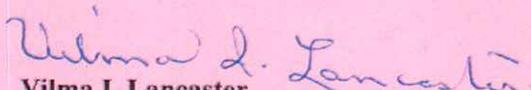
The Village Assessor received decisions after settlement dates from the Hearing Court Officer to reduce the assessed values of the properties based on the documents presented to the court. The decisions were received in March, June and July of 2022, February and April of 2023. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2021/2022 taxes from the attached list have been paid.

Claim Forms will be prepared for 2021/2022 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

Listed below are the total refunds due to Maidenbaum Sternberg pursuant to Section 730 of the Real Property Tax Laws.

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Maidenbaum Sternberg 2021/2022	73,112	68,470	4,642	\$2,891.78	\$180	\$3,071.78

Permission is further requested for the Village Treasurer to refund the total amount to Maidenbaum Sternberg as stated above per total court ordered reduction decisions.


Vilma I. Lancaster
Village Assessor

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

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

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Maidenbaum Sternberg 2021/2022	73,112	68,470	4,642	\$2,891.78	\$180	\$3,071.78

WHEREAS, these refunds are from grievances to the 2021/2022 Final Assessment Roll and apply to the following properties in the following amounts; and

36--520-15	12 TANGLEWOOD LN	1,261.49
54--082-4	45 LEXINGTON AVE	157.61
54--302-1	12 ELLIOTT PL	190.00
55--N-16	11 OCEAN CT	60.53
55--N-29	4 PROSPECT CT	291.64
55--271-22	109 WALLACE ST	73.61
55--384-4	208 N LONG BEACH AVE	329.02
62--034-185	265 WESTSIDE AVE	271.09
62--157-9	357 S LONG BEACH AVE	386.24
62--187-802	380 BRANCH AVE	50.56

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Maidenbaum Sternberg for the amount of \$3,071.78.

The Clerk polled the Board as follows:

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

Index #	Parcel ID	Owner Name	Legal Address	2021 Full Market Representative Value	2021 AV Value	Petitioner Amount	2021 Negotiated AV	Diff Bet. 2021 AV /Nego AV	Refund Tax Rate \$62.296	Award Refund \$30.00	Total Refund	
MAIDENBAUM & STERNBERG												
1700061	36--520-15	BLAIR, SHAMIRE & CARL L.	12 TANGLEWOOD LN	MAIDENBAUM 499,999	8,100	4,050	6,075	2,025	1,261.49	0	1,261.49	
1700064	54--082-4	ALFARO JUAN & RAQUEL	45 LEXINGTON AVE	MAIDENBAUM 424,691	6,880	3,440	6,627	253	157.61	0	157.61	
1700068	54--302-1	SHEA KEVIN	12 ELLIOTT PL	MAIDENBAUM 456,790	7,400	3,700	7,095	305	190.00	0	190.00	
1700071	55--N-16	PENA DIONISIO	11 OCEAN CT	MAIDENBAUM 343,086	5,558	2,779	5,509	49	30.53	30	60.53	
1700072	55--N-29	TORRES G AND M	4 PROSPECT CT	MAIDENBAUM 385,185	6,240	3,120	5,820	420	261.64	30	291.64	
1700074	55--271-22	ROBERTS BENJAMIN	109 WALLACE ST	MAIDENBAUM 472,222	7,650	3,825	7,580	70	43.61	30	73.61	
1700075	55--384-4	WILLIAMS MERVE & CAMISI	208 N LONG BEACH AVE	MAIDENBAUM 498,765	8,080	4,040	7,600	480	299.02	30	329.02	
1700079	62--034-185	BARBA THOMAS	265 WESTSIDE AVE	MAIDENBAUM 475,555	7,704	3,852	7,317	387	241.09	30	271.09	
1700099	62--157-9	CANAS JORGE & AURA	357 S LONG BEACH AVE	MAIDENBAUM 456,790	7,400	3,700	6,780	620	386.24	0	386.24	
1700104	62--187-802	DELGADO HECTOR	380 BRANCH AVE	MAIDENBAUM 499,999	8,100	4,050	8,067	33	20.56	30	50.56	
MAIDENBAUM & STERNBERG					73,112	36,556	68,470	4,642	2,891.78	180	3,071.78	
TOTAL												

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: July 11, 2023

RE: 2021/2022 SCARS for Maidenbaum Property Tax Reduction

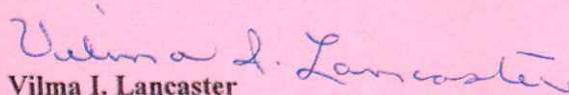
The Village Assessor received decisions after settlement dates from the Hearing Court Officer to reduce the assessed values of the properties based on the documents presented to the court. The decisions were received in March, June and July of 2022, February and April of 2023. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2021/2022 taxes from the attached list have been paid.

Claim Forms will be prepared for 2021/2022 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

Listed below are the total refunds due to Maidenbaum Property Tax Reduction pursuant to Section 730 of the Real Property Tax Laws.

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Maidenbaum Property Tax Reduction 2021/2022	750,668	685,883	64,785	\$40,358.46	\$2,580	\$42,938.46

Permission is further requested for the Village Treasurer to refund the total amount to Maidenbaum Property Tax Reduction, as stated above per total court ordered reduction decisions.


Vilma I. Lancaster
Village Assessor

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

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

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Maidenbaum Property Tax Reduction 2021/2022	750,668	685,883	64,785	\$40,358.46	\$2,580	\$42,938.46

WHEREAS, these refunds are from grievances to the 2021/2022 Final Assessment Roll and apply to the following properties in the following amounts; and

36--324-140	249 PRINCE AVE	373.87
36--329-452	134 MARYLAND AVE	495.35
36--330-130	280 W SEAMAN AVE	676.63
36--518-2	19 WILLOWBROOK LN	294.76
36--520-6	6 WILLOWBROOK LN	1,138.87
36--520-7	4 WILLOWBROOK LN	928.93
36--521-30	277 MOORE AVE	245.54
36--521-9	184 DELAWARE AVE	34.36
36--526-7	1 GOLD CIR	1,133.89
36--527-45	307 PRINCE AVE	279.18
36--537-11	241 N BROOKSIDE AVE	87.94
36--K-2-2	381 MARYLAND AVE	363.28
54--052-273	80 DELAWARE AVE	106.62
54--063-6	193 LENA AVE	348.33
54--064-25	290 RANDALL AVE	798.73
54--068-209	227 RANDALL AVE	337.74
54--078-230	166 LEXINGTON AVE	505.32
54--085-121	173 LEXINGTON AVE	431.19
54--091-112	86 S LONG BEACH AVE	635.52
54--091-2	72 PORTERFIELD PL	274.82
54--311-134	425 SOUTHSIDE AVE	124.59
54--316-91	495 RAY ST	173.18
54--317-58	10 MAY CT	74.76
54--319-238	96 HAMPTON PL	270.36
54--319-93	136 CARY PL	114.62
54--334-42	30 LESTER AVE	35.51

54--337-114	110 STIRLING AVE	890.31
54--457-4	92 VIRGINIA AVE	262.27
54--458-7	61 DELAWARE AVE	836.11
54--459-5	25 MARYLAND AVE	608.73
54--459-115	149 MAXSON AVE	670.40
54--488-9	75 VIRGINIA AVE	131.44
54--489-5	65 BEVERLY PKWY	1,103.89
54--490-4	128 N BROOKSIDE AVE	761.98
54--490-5	132 N BROOKSIDE AVE	638.63
54--492-10	37 BEVERLY PKWY	434.92
54--492-14	17 BEVERLY PKWY	252.40
54--B-558	91 N BROOKSIDE AVE	1,376.84
54--B-66	217 MAXSON AVE	120.33
55--058-143	274 PENNSYLVANIA AVE	396.30
55--217-760	9 JACKSON PL	81.71
55--230-277	34 ROSEDALE AVE	482.89
55--263-23	128 N GROVE ST	184.49
55--269-2	104 WALLACE ST	320.92
55--271-10	116 RANDALL AVE	270.46
55--362-527	133 COLONIAL AVE	438.66
55--364-142	66 INDEPENDENCE AVE	119.71
55--370-199	44 LEONARD AVE	426.83
55--375---1186	65 SAGAMORE ST	263.61
55--386-4	117 CRAIG AVE	91.05
55--387-660	146 CONNECTICUT AVE	145.25
55--N-48	26 W SEAMAN AVE	655.35
62--036-160	340 ATLANTIC AVE	870.37
62--050-108	346 S MAIN ST	154.59
62--053-62	111 CHURCH ST	1,153.82
62--059-10	29 PRESIDENT ST	1,151.33
62--059-94	464 S MAIN ST	983.13
62--060-83	284 BEDELL ST	907.13
62--061-218	25 W 1st ST	902.77
62--061-55	30 W 1st ST	1,018.64
62--062-190	75 W 2nd ST	193.84
62--064-469	80 W 4th ST	1,188.08
62--064-543	55 W 4th ST	1,244.77
62--069-162	35 E 1st ST	61.77
62--069-167	59 E 1st ST	92.30
62--069-175	99 E 1st ST	120.33
62--069-185	82 E 1st ST	212.53
62--069-186	78 E 1st ST	79.21
62--070-496	178 SAINT MARKS AVE	498.47
62--071-449	181 BRANCH AVE	428.07
62--073-530	3 NOON PL	287.91

62--086-431	64 PRESIDENT ST	293.51
62--090-619	233 ARTHUR ST	467.94
62--091-434	84 PRESIDENT ST	334.63
62--092-320	168 GORDON PL	332.14
62--099-561	17 POLK ST	120.33
62--099-574	18 ROBERT ST	112.23
62--101-694	11 GRANT ST	175.15
62--106-423	14 HOWARD AVE	167.05
62--129-11	256 S LONG BEACH AVE	201.31
62--131-2	310 S LONG BEACH AVE	226.86
62--147-508	137 S BAY AVE	151.48
62--153-231	514 S LONG BEACH AVE	357.68
62--155-363	455 ROOSEVELT AVE	464.20
62--156-33	786 S LONG BEACH AVE	504.70
62--156-544	926 S LONG BEACH AVE	515.29
62--159-471	126 NASSAU AVE	136.53
62--169-26	188 CARMAN ST	102.89
62--179-29	543 MILLER AVE	1,054.15
62--181-8	299 NASSAU AVE	659.19
62--182-119	560 MILLER AVE	168.30
62--182-177	365 NASSAU AVE	619.94
62--196-3	15 E 2nd ST	522.14
62--196-6	31 E 2nd ST	22.43
62--196-31	58 E 2nd ST	106.53
62--196-32	52 E 2nd ST	130.82
62--196-44	98 E 2nd ST	293.41
62--203-19	27 ANN DR N	3.74
62--203-20	29 ANN DR N	78.49
62--203-61	7 JEFFREY CT	35.51
62--204-25	17 LAURETTE LN	306.50
62--206-14	42 ANN DR E	82.85
62--227-9	358 SAINT MARKS AVE	52.33
62--C-411	23 HOWARD AVE	100.39
62--C-416	33 HOWARD AVE	123.44
62--C-436	73 HOWARD AVE	115.97

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Maidenbaum Property Tax Reduction in the amount of \$42,938.36.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe

VOTING

Trustee Martinez
Trustee Squeri
Trustee Sanchez
Mayor Kennedy

VOTING
VOTING
VOTING
VOTING

Index #	Parcel ID	Owner Name	Legal Address	2021 Full Market Representative Value	2021 AV Value	Petitioner Amount	2021 AV Negotiated	Diff Bet. 2021 AV /Nego AV	Refund Tax Rate \$62.296	Award Refund \$30.00	Total Refund	
		MAIDENBAUM PROPERTY TAX										
1700142	36--324-140	BELMONTES CARL &	249 PRINCE AVE	MAIDENBAUM 535,493	8,675	4,338	8,123	552	343.87	30	373.87	
1700144	36--329-452	JOHNSON JAMES ETAL	134 MARYLAND AVE	MAIDENBAUM 427,098	6,919	3,459	6,172	747	465.35	30	495.35	
1700145	36--330-130	JOHNSON YVONNE E	280 W SEAMAN AVE	MAIDENBAUM 490,123	7,940	3,970	6,902	1,038	646.63	30	676.63	
1700146	36--518-2	WARD N & MANIGAULT C	19 WILLOWBROOK LN	MAIDENBAUM 488,888	7,920	3,960	7,495	425	264.76	30	294.76	
1700149	36--520-6	GEBRE W & KEBEDE T	6 WILLOWBROOK LN	MAIDENBAUM 439,506	7,120	3,560	5,340	1,780	1,108.87	30	1,138.87	
1700150	36--520-7	TAYLOR JR JOHN W	4 WILLOWBROOK LN	MAIDENBAUM 397,530	6,440	3,220	4,997	1,443	898.93	30	928.93	
1700152	36--521-30	NURSE-BROWNELL M & E	277 MOORE AVE	MAIDENBAUM 527,777	8,550	4,275	8,204	346	215.54	30	245.54	
1700151	36--521-9	ANTOINE CLAUDINE	184 DELAWARE AVE	MAIDENBAUM 481,172	7,795	3,897	7,788	7	4.36	30	34.36	
1700157	36--526-7	WHARTON-HIGGINS K AND	1 GOLD CIR	MAIDENBAUM 661,234	10,712	5,356	8,940	1,772	1,103.89	30	1,133.89	
1700159	36--527-45	JACKSON A & DURRANT A	307 PRINCE AVE	MAIDENBAUM 495,185	8,022	4,011	7,622	400	249.18	30	279.18	
1700161	36--537-11	WALLEN HOPE	241 N BROOKSIDE AVE	MAIDENBAUM 496,111	8,037	4,018	7,944	93	57.94	30	87.94	
1700138	36--K-2-2	PRATT MANDELL	381 MARYLAND AVE	MAIDENBAUM 482,901	7,823	3,912	7,288	535	333.28	30	363.28	
1700164	54--052-273	KIRWAN BARBARA	80 DELAWARE AVE	MAIDENBAUM 391,975	6,350	3,175	6,227	123	76.62	30	106.62	
1700169	54--063-6	BUESO FRANCISCO & JACQ	193 LENA AVE	MAIDENBAUM 545,679	8,840	4,420	8,329	511	318.33	30	348.33	
1700170	54--064-25	BOATWRIGHT KENNY &	290 RANDALL AVE	MAIDENBAUM 443,333	7,182	3,591	5,948	1,234	768.73	30	798.73	
1700176	54--068-209	MORRIS ANNETTE	227 RANDALL AVE	MAIDENBAUM 435,185	7,050	3,525	6,556	494	307.74	30	337.74	
1700177	54--078-230	ALVARADO I & PECORARO	166 LEXINGTON AVE	MAIDENBAUM 433,333	7,020	3,510	6,257	763	475.32	30	505.32	
1700179	54--085-121	BOWEN RAPHAEL & KYIESH	173 LEXINGTON AVE	MAIDENBAUM 509,259	8,250	4,125	7,606	644	401.19	30	431.19	
1700184	54--091-112	GAVIN RAY H L/T	86 S LONG BEACH AVE	MAIDENBAUM 485,740	7,869	3,934	6,897	972	605.52	30	635.52	
1700182	54--091-2	SIMPSON LISAN J	72 PORTERFIELD PL	MAIDENBAUM 419,753	6,800	3,400	6,407	393	244.82	30	274.82	
1700199	54--311-134	RYAN DANIEL	425 SOUTHSIDE AVE	MAIDENBAUM 401,234	6,500	3,250	6,300	200	124.59	0	124.59	
1700202	54--316-91	BROWN ALBAN JR &	495 RAY ST	MAIDENBAUM 320,308	5,189	2,594	4,911	278	173.18	0	173.18	
1700203	54--317-58	MORGENSTERN JESSICA	10 MAY CT	MAIDENBAUM 282,469	4,576	2,288	4,456	120	74.76	0	74.76	
1700205	54--319-238	FLAHERTY MICHAEL S &	96 HAMPTON PL	MAIDENBAUM 473,271	7,667	3,833	7,233	434	270.36	0	270.36	
1700204	54--319-93	WEINER ROBERT	136 CARY PL	MAIDENBAUM 425,308	6,890	3,445	6,706	184	114.62	0	114.62	
1700211	54--334-42	KHADU ALLAN	30 LESTER AVE	MAIDENBAUM 373,456	6,050	3,025	5,993	57	35.51	0	35.51	
1700213	54--337-114	FRUMENTO JOSEPH & MIC	110 STIRLING AVE	MAIDENBAUM 438,888	7,110	3,555	5,729	1,381	860.31	30	890.31	
1700215	54--457-4	GUMBS DORIS A	92 VIRGINIA AVE	MAIDENBAUM 543,209	8,800	4,400	8,379	421	262.27	0	262.27	
1700219	54--458-7	JOURDAIN W & C	61 DELAWARE AVE	MAIDENBAUM 503,086	8,150	4,075	6,856	1,294	806.11	30	836.11	

Index #	Parcel ID	Owner Name	Legal Address	Market	2021 Full Representative Value	2021 AV Value	Petitioner Amount	2021 AV	2021 Negotiated AV	Diff Bet. 2021 AV /Negotiated AV	Refund Tax Rate	Award Refund	Total Refund
1700221	54--459-5	CHUNG MICHAEL & JUANIT, 25 MARYLAND AVE	MAIDENBAUM 498,079	MAIDENBAUM	8,450	7,866	7,521	7,521	929	578.73	30	608.73	
1700222	54--459-115	BOCO JACQUES & NICOLE 149 MAXSON AVE	MAIDENBAUM 459,876	MAIDENBAUM	7,450	3,725	6,422	6,422	1,028	640.40	30	670.40	
1700224	54--488-9	BELLE MARY 75 VIRGINIA AVE	MAIDENBAUM 483,827	MAIDENBAUM	7,838	3,919	7,627	7,627	211	131.44	0	131.44	
1700226	54--489-5	INNISS S & EDOUARD E 65 BEVERLY PKWY	MAIDENBAUM 632,716	MAIDENBAUM	10,250	5,125	8,478	8,478	1,772	1,103.89	0	1,103.89	
1700227	54--490-4	DOTTIN VINCENT L 128 N BROOKSIDE AVE	MAIDENBAUM 432,098	MAIDENBAUM	7,000	3,500	5,825	5,825	1,175	731.98	30	761.98	
1700228	54--490-5	FRANCE HENRY & BERNADE 132 N BROOKSIDE AVE	MAIDENBAUM 458,086	MAIDENBAUM	7,421	3,711	6,444	6,444	977	608.63	30	638.63	
1700229	54--492-10	SUSS KOYLER GEORGE & GA 37 BEVERLY PKWY	MAIDENBAUM 441,358	MAIDENBAUM	7,150	3,575	6,500	6,500	650	404.92	30	434.92	
1700230	54--492-14	RANKINE THOMAS & M 17 BEVERLY PKWY	MAIDENBAUM 395,370	MAIDENBAUM	6,405	3,203	6,048	6,048	357	222.40	30	252.40	
1700163	54--B-558	DODARD SERGE 91 N BROOKSIDE AVE	MAIDENBAUM 533,950	MAIDENBAUM	8,650	4,325	6,488	6,488	2,162	1,346.84	30	1,376.84	
1700162	54--B-66	WHYTE MARSHA & HAROLF 217 MAXSON AVE	MAIDENBAUM 490,123	MAIDENBAUM	7,940	3,970	7,795	7,795	145	90.33	30	120.33	
1700243	55--058-143	WILCOX MARIA & JAMES 274 PENNSYLVANIA AVE	MAIDENBAUM 406,666	MAIDENBAUM	6,588	3,294	6,000	6,000	588	366.30	30	396.30	
1700252	55--217-760	BREWSTER CLIFFORD R & 9 JACKSON PL	MAIDENBAUM 358,024	MAIDENBAUM	5,800	2,900	5,717	5,717	83	51.71	30	81.71	
1700256	55--230-277	CALDERON VILMA, AS 34 ROSEDALE AVE	MAIDENBAUM 474,444	MAIDENBAUM	7,686	3,843	6,959	6,959	727	452.89	30	482.89	
1700264	55--263-23	MATA PASTOR & 128 N GROVE ST	MAIDENBAUM 398,148	MAIDENBAUM	6,450	3,225	6,202	6,202	248	154.49	30	184.49	
1700265	55--269-2	CASTRO JOSE 104 WALLACE ST	MAIDENBAUM 502,469	MAIDENBAUM	8,140	4,070	7,673	7,673	467	290.92	30	320.92	
1700266	55--271-10	ANDRE RENE & REAMOS-AF 116 RANDALL AVE	MAIDENBAUM 493,827	MAIDENBAUM	8,000	4,000	7,614	7,614	386	240.46	30	270.46	
1700269	55--362-527	POLLOCK HILBURN A 133 COLONIAL AVE	MAIDENBAUM 345,061	MAIDENBAUM	5,590	2,795	4,934	4,934	656	408.66	30	438.66	
1700270	55--364-142	CABRERA NELSON M VINTIN 66 INDEPENDENCE AVE	MAIDENBAUM 385,185	MAIDENBAUM	6,240	3,120	6,096	6,096	144	89.71	30	119.71	
1700271	55--370-199	SILVERO PIERRE PAUL 44 LEONARD AVE	MAIDENBAUM 370,370	MAIDENBAUM	6,000	3,000	5,363	5,363	637	396.83	30	426.83	
1700272	55--375---1186	CRITTENDEN JAMES A JR 65 SAGAMORE ST	MAIDENBAUM 379,629	MAIDENBAUM	6,150	3,075	5,775	5,775	375	233.61	30	263.61	
1700278	55--386-4	GRULLON CARLOS & GEIDY 117 CRAIG AVE	MAIDENBAUM 382,222	MAIDENBAUM	6,192	3,096	6,094	6,094	98	61.05	30	91.05	
1700279	55--387-660	REID TANE 146 CONNECTICUT AVE	MAIDENBAUM 449,382	MAIDENBAUM	7,280	3,640	7,095	7,095	185	115.25	30	145.25	
1700238	55--N-48	GARCIA E AND J 26 W SEAMAN AVE	MAIDENBAUM 435,308	MAIDENBAUM	7,052	3,526	6,000	6,000	1,052	655.35	0	655.35	
1700289	62--036-160	LEFRANC EDOUARD & 340 ATLANTIC AVE	MAIDENBAUM 333,271	MAIDENBAUM	5,399	2,699	4,050	4,050	1,349	840.37	30	870.37	
1700292	62--050-108	ENCISO GLYNIS 346 S MAIN ST	MAIDENBAUM 355,555	MAIDENBAUM	5,760	2,880	5,560	5,560	200	124.59	30	154.59	
1700295	62--053-62	CLENDON TAWANDA & SHE 111 CHURCH ST	MAIDENBAUM 445,555	MAIDENBAUM	7,218	3,609	5,414	5,414	1,804	1,123.82	30	1,153.82	
1700298	62--059-10	RUSSELL AND JEAN-BAPTIST 29 PRESIDENT ST	MAIDENBAUM 444,444	MAIDENBAUM	7,200	3,600	5,400	5,400	1,800	1,121.33	30	1,151.33	
1700299	62--059-94	DE LA ROSA MARIA 464 S MAIN ST	MAIDENBAUM 377,777	MAIDENBAUM	6,120	3,060	4,590	4,590	1,530	953.13	30	983.13	
1700300	62--060-83	PALLADINO JAMES A & SUS. 284 BEDELL ST	MAIDENBAUM 347,839	MAIDENBAUM	5,635	2,818	4,227	4,227	1,408	877.13	30	907.13	
1700302	62--061-218	MANNANICE D&J IRREV TRU 25 W 1st ST	MAIDENBAUM 346,111	MAIDENBAUM	5,607	2,804	4,206	4,206	1,401	872.77	30	902.77	

Index #	Parcel ID	Owner Name	Legal Address	2021 Full Market Representative Value	2021 AV Value	Petitioner Negotiated AV	2021 Diff Bet. 2021 AV /Nego AV	Refund Tax Rate	Award Refund	Total Refund
1700301	62--061-55	RINCON DIEGO & CONCEPC 30 W 1st ST		MAIDENBAUM 391,975	6,350	3,175	1,587	988.64	30	1,018.64
1700304	62--062-190	BATCHER GERALD & PATRIC 75 W 2nd ST		MAIDENBAUM 447,160	7,244	3,622	263	163.84	30	193.84
1700308	62--064-469	LONG JOSEPH 80 W 4th ST		MAIDENBAUM 459,135	7,438	3,719	1,859	1,158.08	30	1,188.08
1700310	62--064-543	GIANFERRARA PAUL & FRAJ 55 W 4th ST		MAIDENBAUM 481,481	7,800	3,900	1,950	1,214.77	30	1,244.77
1700313	62--069-162	BASSFORD STEVEN 35 E 1st ST		MAIDENBAUM 427,901	6,932	3,466	51	31.77	30	61.77
1700314	62--069-167	DOCKETT-GERDES KAREN 59 E 1st ST		MAIDENBAUM 425,925	6,900	3,450	100	62.30	30	92.30
1700315	62--069-175	GIANNUZZI RB & RW 99 E 1st ST		MAIDENBAUM 395,864	6,413	3,207	145	90.33	30	120.33
1700316	62--069-185	DETRANO ROBERT & KATHL 82 E 1st ST		MAIDENBAUM 413,580	6,700	3,350	293	182.53	30	212.53
1700317	62--069-186	TIRMAN KEVIN 78 E 1st ST		MAIDENBAUM 429,012	6,950	3,475	79	49.21	30	79.21
1700320	62--070-496	WILLIAMS JEANETTE T 178 SAINT MARKS AVE		MAIDENBAUM 333,333	5,400	2,700	752	468.47	30	498.47
1700321	62--071-449	HAMILTON ELIZABETH 181 BRANCH AVE		MAIDENBAUM 404,012	6,545	3,273	639	398.07	30	428.07
1700322	62--073-530	RAMSAYWACK SATTIE & JO: 3 NOON PL		MAIDENBAUM 484,567	7,850	3,925	414	257.91	30	287.91
1700324	62--086-431	SINGH J AND PETERS R 64 PRESIDENT ST		MAIDENBAUM 501,419	8,123	4,062	423	263.51	30	293.51
1700329	62--090-619	DOUGHERTY WILLIAM & JAI 233 ARTHUR ST		MAIDENBAUM 497,222	8,055	4,028	703	437.94	30	467.94
1700333	62--091-434	AMBER JOHN 84 PRESIDENT ST		MAIDENBAUM 491,666	7,965	3,983	489	304.63	30	334.63
1700334	62--092-320	GUGLIOTTA CHARLES P & A 168 GORDON PL		MAIDENBAUM 356,234	5,771	2,886	485	302.14	30	332.14
1700343	62--099-561	WUNDER PAULA BETH 17 POLK ST		MAIDENBAUM 343,086	5,558	2,779	145	90.33	30	120.33
1700344	62--099-574	ACOSTA RAMON & BONILL 18 ROBERT ST		MAIDENBAUM 247,530	4,010	2,005	132	82.23	30	112.23
1700347	62--101-694	SALISBURY ROBERT J & LYN 11 GRANT ST		MAIDENBAUM 454,938	7,370	3,685	233	145.15	30	175.15
1700348	62--106-423	CRISCI JOSEPH 14 HOWARD AVE		MAIDENBAUM 341,913	5,539	2,770	220	137.05	30	167.05
1700354	62--129-11	ROSATO DANIEL 256 S LONG BEACH AVE		MAIDENBAUM 459,814	7,449	3,725	275	171.31	30	201.31
1700355	62--131-2	MAYER D AND BASILE C 310 S LONG BEACH AVE		MAIDENBAUM 422,839	6,850	3,425	316	196.86	30	226.86
1700367	62--147-508	MARTINEZ ABRAHAM 137 S BAY AVE		MAIDENBAUM 371,851	6,024	3,012	195	121.48	30	151.48
1700372	62--153-231	PERSAD RAGWATI & RAJMA 514 S LONG BEACH AVE		MAIDENBAUM 453,086	7,340	3,670	526	327.68	30	357.68
1700373	62--155-363	SANDIFER JON MARC 455 ROOSEVELT AVE		MAIDENBAUM 435,185	7,050	3,525	697	434.20	30	464.20
1700377	62--156-33	KIM STEVE & ANDREW 786 S LONG BEACH AVE		MAIDENBAUM 563,703	9,132	4,566	762	474.70	30	504.70
1700378	62--156-544	SOTIRIOU NICOS AND SOPH 926 S LONG BEACH AVE		MAIDENBAUM 583,950	9,460	4,730	779	485.29	30	515.29
1700381	62--159-471	AIKEN ROBERT & ROBERTA 126 NASSAU AVE		MAIDENBAUM 379,999	6,156	3,078	171	106.53	30	136.53
1700386	62--169-26	ARIAS BRANDON 188 CARMAN ST		MAIDENBAUM 458,641	7,430	3,715	117	72.89	30	102.89
1700391	62--179-29	FULLER ENOCH & CORDELL 543 MILLER AVE		MAIDENBAUM 484,567	7,850	3,925	1,644	1,024.15	30	1,054.15

Index #	Parcel ID	Owner Name	Legal Address	Representative Value	2021 Full Market		2021 AV Value	Petitioner Amount	2021 AV /Nego AV	Diff Bet. 2021 AV	Refund Tax Rate	Award Refund	Total Refund
					2021 AV	Negotiated AV							
1700394	62--181-8	LOMBARDO M AND J	299 NASSAU AVE	MAIDENBAUM 343,086	5,558	2,779	4,548	1,010	629.19	30	\$30.00	659.19	
1700396	62--182-119	KINNEY STEPHEN AND SHEIL	560 MILLER AVE	MAIDENBAUM 396,296	6,420	3,210	6,198	222	138.30	30		168.30	
1700397	62--182-177	TURNER WENDY	365 NASSAU AVE	MAIDENBAUM 483,333	7,830	3,915	6,883	947	589.94	30		619.94	
1700407	62--196-3	DEBONIS THOMAS	15 E 2nd ST	MAIDENBAUM 416,666	6,750	3,375	5,960	790	492.14	30		522.14	
1700409	62--196-6	STORTZ HERBERT ALEX	31 E 2nd ST	MAIDENBAUM 413,395	6,697	3,349	6,661	36	22.43	0		22.43	
1700410	62--196-31	GIANNUZZI ROBERT B & GL	58 E 2nd ST	MAIDENBAUM 424,567	6,878	3,439	6,707	171	106.53	0		106.53	
1700411	62--196-32	MCGAULEY RYAN D	52 E 2nd ST	MAIDENBAUM 432,098	7,000	3,500	6,790	210	130.82	0		130.82	
1700413	62--196-44	MAGEE VICTORIA & JAMES	98 E 2nd ST	MAIDENBAUM 498,765	8,080	4,040	7,609	471	293.41	0		293.41	
1700415	62--203-19	PINEDA MELVIN	27 ANN DR N	MAIDENBAUM 450,617	7,300	3,650	7,294	6	3.74	0		3.74	
1700416	62--203-20	TATJE C & MERTENS E	29 ANN DR N	MAIDENBAUM 448,333	7,263	3,632	7,137	126	78.49	0		78.49	
1700420	62--203-61	BRAHS ROBERT	7 JEFFREY CT	MAIDENBAUM 452,530	7,331	3,666	7,274	57	35.51	0		35.51	
1700423	62--204-25	LEWIS ROBERT & DAWN	17 LAURETTE LN	MAIDENBAUM 515,432	8,350	4,175	7,858	492	306.50	0		306.50	
1700424	62--206-14	TUCKER MICHAEL & LORRAI	42 ANN DR E	MAIDENBAUM 503,086	8,150	4,075	8,017	133	82.85	0		82.85	
1700425	62--227-9	TARRICONE FRANK & ROCH	358 SAINT MARKS AVE	MAIDENBAUM 382,716	6,200	3,100	6,116	84	52.33	0		52.33	
1700283	62--C-411	ORTIZ J AND MUNOZ M	23 HOWARD AVE	MAIDENBAUM 361,111	5,850	2,925	5,737	113	70.39	30		100.39	
1700284	62--C-416	YATES-THOMAS JACQUELIN	33 HOWARD AVE	MAIDENBAUM 324,074	5,250	2,625	5,100	150	93.44	30		123.44	
1700285	62--C-436	GUERCIO ELAINE	73 HOWARD AVE	MAIDENBAUM 320,987	5,200	2,600	5,062	138	85.97	30		115.97	
				MAIDENBAUM PROPERTY TAX	46,313,954	378,980	685,883	64,785	40,358.46	2,580		42,938.46	

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: July 11, 2023

RE: 2021/2022 SCARS for Long Island Tax Reduction

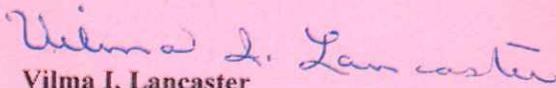
The Village Assessor received decisions after settlement dates from the Hearing Court Officer to reduce the assessed values of the properties based on the documents presented to the court. The decisions were received in March, June and July of 2022, February and April of 2023. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2021/2022 taxes from the attached list have been paid.

Claim Forms will be prepared for 2021/2022 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

Listed below are the total refunds due to Long Island Tax Reduction pursuant to Section 730 of the Real Property Tax Laws.

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Log Island Tax Reduction 2021/2022	25,434	21,796	3,638	\$2,266.33	\$90	\$2,356.33

Permission is further requested for the Village Treasurer to refund the total amount to Long Island Tax Reduction, as stated above per total court ordered reduction decisions.


Vilma I. Lancaster
Village Assessor

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

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

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Log Island Tax Reduction 2021/2022	25,434	21,796	3,638	\$2,266.33	\$90	\$2,356.33

WHEREAS, these refunds are from grievances to the 2021/2022 Final Assessment Roll and apply to the following properties in the following amounts; and

54--055-5	205 N LONG BEACH AVE	885.85
55--348-39	27 FOREST AVE	52.43
55--392-98	344 N LONG BEACH AVE	370.14
62--091-225	216 GARFIELD ST	1,047.92

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Long Island Tax Reduction for the amount of \$2,356.33.

The Clerk polled the Board as follows:

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

Index #	Parcel ID	Owner Name	Legal Address	2021 Full Market Representative Value	2021 AV Value	Petitioner Amount	2021 Negotiated AV	Diff Bet. 2021 AV /Nego AV	Refund Tax Rate	Award Refund	Total Refund
	TAX REDUCTIONS, INC										
700048	54--055-5	TAYLOR D & PANIEAGUA V	205 N LONG BEACH AVE	LI TAX REDUCTI 351,111	5,688	2,844	4,266	1,422	885.85	0	885.85
700050	55--348-39	RUDOLPH GRACIE	27 FOREST AVE	LI TAX REDUCTI 364,197	5,900	2,950	5,864	36	22.43	30	52.43
700058	55--392-98	KOWLESSAR K & ROJAN A	344 N LONG BEACH AVE	LI TAX REDUCTI 451,234	7,310	3,655	6,764	546	340.14	30	370.14
700047	62--091-225	BATUS PATRICIA	216 GARFIELD ST	LI TAX REDUCTI 403,456	6,536	3,268	4,902	1,634	1,017.92	30	1,047.92
	TAX REDUCTIONS, INC				25,434	12,717	21,796	3,638	2,266.33	90	2,356.33

**VILLAGE OF FREEPORT
INTER-OFFICE MEMORANDUM**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: July 11, 2023

RE: 2021/2022 SCARS for Property Tax Reduction, Inc. (PTRC)

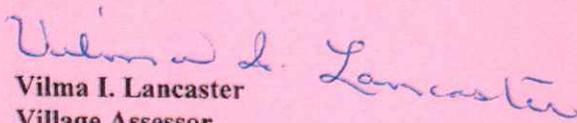
The Village Assessor received decisions after settlement dates from the Hearing Court Officer to reduce the assessed values of the properties based on the documents presented to the court. The decisions were received in March, June and July of 2022, February and April of 2023. Each property was reviewed to make sure the property taxes were paid before the refund could be processed. All 2021/2022 taxes from the attached list have been paid.

Claim Forms will be prepared for 2021/2022 SCARS Refund and will be forwarded to the petitioner representative for signing to initiate the refund after Board approval.

Listed below are the total refunds due to Property Tax Reduction (PTRC) pursuant to Section 730 of the Real Property Tax Laws.

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Property Tax Reduction (PTRC) 2021/2022	79,873	75,216	4,657	\$2,901.12	\$0.0	\$2,901.12

Permission is further requested for the Village Treasurer to refund the total amount to Property Tax Reduction (PTRC), as stated above per total court ordered reduction decisions.


Vilma I. Lancaster
Village Assessor

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

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

SCARS Petitioner	Current AV TOTAL	SCARS AV	Reduction Amount	Refund (.62296)	Fee (\$30)	Total Refund
Property Tax Reduction (PTRC) 2021/2022	79.873	75.216	4.657	\$2,901.12	\$0.0	\$2,901.12

WHEREAS, these refunds are from grievances to the 2021/2022 Final Assessment Roll and apply to the following properties in the following amounts; and

36--520-14	14 TANGLEWOOD LN	812.96
54--059-7	20 DELAWARE AVE	302.14
54--085-2	382 PINE ST	141.41
54--092-528	77 PORTERFIELD PL	175.67
54--327-26	260 WESTEND AVE	680.27
55--372-127	117 LILLIAN AVE	155.12
55--385-131	135 CONNECTICUT AVE	155.12
62--055-41	215 CHURCH ST	58.56
62--063-439	12 W 3rd ST	77.25
62--064-531	22 W 4th ST	277.84
62--102-234	662 GUY LOMBARDO AVE	64.79

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to approve the court-ordered Small Claims Assessment Review (SCAR) reductions, and authorize the Village Treasurer to issue a refund to Property Tax Reduction in the amount of \$2,901.12.

The Clerk polled the Board as follows:

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

Index #	Parcel ID	Owner Name	Legal Address	Representative Value	2021 Full Market Value	2021 AV Value	Petitioner Amount	2021 AV Negotiated	Diff Bet. 2021 AV /Nego AV	Refund Tax Rate	Award Refund	Total Refund
T.R.C., INC												
1700494	36--520-14	D'AGUILAR FAY D	14 TANGLEWOOD LN	P.T.R.C., INC	494,444	8,010	2,003	6,705	1,305	812.96	0	812.96
1700504	54--059-7	BURKE CARLENE & VASHTI	20 DELAWARE AVE	P.T.R.C., INC	494,444	8,010	2,003	7,525	485	302.14	0	302.14
1700505	54--085-2	SHARRAS DAVID & NADERA	382 PINE ST	P.T.R.C., INC	393,827	6,380	1,595	6,153	227	141.41	0	141.41
1700506	54--092-528	DELACRUZ FLEJNI	77 PORTERFIELD PL	P.T.R.C., INC	385,308	6,242	1,561	5,960	282	175.67	0	175.67
1700499	54--327-26	ONUORAH LORRETA	260 WESTEND AVE	P.T.R.C., INC	453,703	7,350	1,838	6,258	1,092	680.27	0	680.27
1700514	55--372-127	RODRIGUEZ, REYES, MARTE	117 LILLIAN AVE	P.T.R.C., INC	424,691	6,880	1,720	6,631	249	155.12	0	155.12
1700515	55--385-131	LATIMER MATTHEW	135 CONNECTICUT AVE	P.T.R.C., INC	424,691	6,880	1,720	6,631	249	155.12	0	155.12
1700535	62--055-41	BACHAN AND SAHADEO	215 CHURCH ST	P.T.R.C., INC	387,530	6,278	1,570	6,184	94	58.56	0	58.56
1700538	62--063-439	ROONEY JAMES II & ANTON	12 W 3rd ST	P.T.R.C., INC	545,679	8,840	2,210	8,716	124	77.25	0	77.25
1700539	62--064-531	BONNEN L AND CANOLA M	22 W 4th ST	P.T.R.C., INC	423,024	6,853	1,714	6,407	446	277.84	0	277.84
1700519	62--102-234	BERTONI K & AZUA D	662 GUY LOMBARDO AVE	P.T.R.C., INC	503,086	8,150	2,038	8,046	104	64.79	0	64.79
T.R.C., INC						79,873	19,972	75,216	4,657	2,901.12	0	2,901.12

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

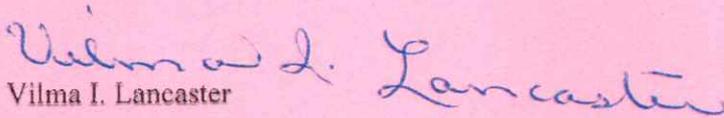
TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: July 11, 2023
RE: Remove Exemptions from 2023/2024 Final Assessment Roll

Permission is requested for the Assessor to retro-actively remove from 2023/2024 Final Assessment Roll, exemptions related to Senior and Veterans Owned Properties. The removal of assessed value exemptions is due to a transfer of title or 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
54 / 326 / 40	24 Gerald Ave	41101 Eligible Funds	200	Property Sold 07/03/2023
62 / 111 / 14	255 S. Ocean	41131 Veteran Wartime Combat	780	Property Sold 06/12 /2023
54 / 085 / 123	165 Lexington Ave	41800 Veteran Wartime Combat	2,939	Property Sold 07/10 /2023

Permission is further requested that the Board authorize the Assessor to correct the 2023/2024 Final Assessment Roll and the Village Treasurer to process the required tax adjustment for 2023/2024 tax roll, prepare a billing invoice for the property owner and Assessor, and issue a 2023/2024 corrected property tax bill for the property owner.


Vilma I. Lancaster
Village Assessor

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

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

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 326 / 40	24 Gerald Ave	41101 Eligible Funds	200	Property Sold 07/03/2023
62 / 111 / 14	255 S. Ocean	41131 Veteran Wartime Combat	780	Property Sold 06/12 /2023
54 / 085 / 123	165 Lexington Ave	41800 Veteran Wartime Combat	2,939	Property Sold 07/10 /2023

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemptions be removed from the 2023/2024 Final Assessment Roll 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 2023/2024 Final Assessment Roll and that the Treasurer issue 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-DEPARTMENT CORRESPONDENCE

Date: July 10, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Bid Recommendation - #23-05-ELEC-664 (REVISED)
Furnishing of Immutable Backup Appliance Solution for VEEAM

Twenty one (21) bid packages were distributed to various vendors for the above referenced bid. At the bid opening on May 30, 2023, the Electric Department received five (5) bid responses for the Furnishing of Immutable Backup Appliance Solution for Vecam. While Comport Consulting was the lowest bidder, the solution this company provided did not comply with the bid specification. The hardware proposed was 38TB instead of 54TB as specified in the bid. In addition, Comport Consulting was unable to provide references that used their solution and Veeam. Based on these deficiencies, this company was disqualified. As shown in the table below, GovConnection, Inc. was the lowest responsive and responsible bidder.

Company	Ranking	Total Cost
GOVCONNECTION, Inc. 732 MILFORD ROAD MERRIMACK, NH 03054	1	\$50,363.35
SHI 290 DAVIDSON AVE SOMERSET, NJ 08873	2	\$52,794.00
VPRIMETECH 1400 BROADFIELD BLVD SUITE 200 HOUSTON, TX 77084-5162	3	\$82,167.32
MOLA GROUP CORP 450 PARK AVE S FL 3 NEW YORK, NY 10016	4	\$86,881.13
COMPORT CONSULTING 78 ORCHARD STREET RAMSEY, NJ 07446	5	\$45,215.04

Therefore, it is the recommendation of the Superintendent of Electric Utilities that Bid #23-05-ELEC-664 - Furnishing of Immutable Backup Appliance Solution for Veeam be awarded to the

lowest responsible and responsive bidder meeting specifications, GovConnection, 732 Milford Road, Merrimack NH 03054 for the cost of \$50,363.35. This cost will be charged to Account H199702 525000 H1997.250 2008 COMPUTER SYSTEM. There are sufficient funds available to cover this expense.



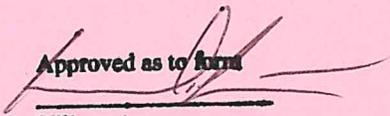
Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=The Village
of Freeport, ou=Freeport Electric,
email=alivingston@freeportelectric.com,
c=US
Date: 2024.07.10 09:31:52 -0400

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

Village Attorney

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

WHEREAS, on May 1, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the Furnishing of Immutable Backup Appliance Solution for VEEAM, Bid #23-05-ELEC-664; and

WHEREAS, twenty-one (21) bid packages were distributed to various vendors, and at the bid opening on May 30, 2023, the Electric Department received five (5) bid responses for the Furnishing of Immutable Backup Appliance Solution for Veeam; and

Company	Ranking	Total Cost
GOVCONNECTION, Inc. 732 MILFORD ROAD MERRIMACK, NH 03054	1	\$50,363.35
SHI 290 DAVIDSON AVE SOMERSET, NJ 08873	2	\$52,794.00
VPRIMETECH 1400 BROADFIELD BLVD SUITE 200 HOUSTON, TX 77084-5162	3	\$82,167.32
MOLA GROUP CORP 450 PARK AVE S FL 3 NEW YORK, NY 10016	4	\$86,881.13
COMPORT CONSULTING 78 ORCHARD STREET RAMSEY, NJ 07446	5	\$45,215.04

WHEREAS, while Comport Consulting was the lowest bidder, the solution this company provided did not comply with the bid specification; and

WHEREAS, therefore, the lowest and responsible bidder meeting specifications were submitted by GovConnection, Inc., 732 Milford Road, Merrimack, NH 03054, for the cost of \$50,363.35; and

WHEREAS, this cost will be charged to Account H199702 525000 H1997.250 2008 COMPUTER SYSTEM and there are sufficient funds available to cover this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the Furnishing of Immutable Backup Appliance Solution for VEEAM, Bid #23-05-ELEC-664 to GovConnection, Inc., 732 Milford Road, Merrimack, NH 03054, for the cost of \$50,363.35.

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 Sanchez, seconded by Deputy Mayor Ellerbe that the following resolution be adopted:

WHEREAS, the Village of Freeport Electric Department is requesting the Board to authorize the Village Clerk to publish a Notice to Bidders for the Furnishing of Immutable Backup Appliance Solution for VEEAM, Bid #23-05-ELEC-664; and

WHEREAS, this will provide the Village with backup retention that will be immutable and mitigate malware and ransomware; and

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

WHEREAS, this service will be funded through the 2008 Computer Capital Project; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utility, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “Furnishing of Immutable Backup Appliance Solution for VEEAM”, Bid #23-05-ELEC-664, in the Freeport Herald and other relevant publications of general circulation on May 4, 2023, with specifications available from May 5, 2023 to May 26, 2023, with a return date of May 30, 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 <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>

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: July 7, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Bid Recommendation - #23-05-ELEC-662
Uniformed Guard Services for Power Plant

At the bid opening on May 30, 2023, the Electric Department received two bid proposals in response to its request for bids for Uniformed Guard Services for Power Plant (31 specification were picked up). At this time, we are reconsidering internal security services.

Company	Bid Amount
Wisdom Protective Services	\$1,380,109.44
Arrow Security	\$1,482,830.16

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the above named bids be rejected.



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: 2023.07.07 10:26:25 -04'00'

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

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

WHEREAS, on May 1, 2023, the Board authorized the Village Clerk to publish a Re-Bid Notice to Bidders for the Uniformed Guard Services for Power Plant, Bid #23-05-ELEC-662; and

WHEREAS, at the bid opening on May 30, 2023, the Electric Department received two (2) bid proposals in response to its request for bids for Uniformed Guard Services for Power Plant (31 specifications were picked up); and

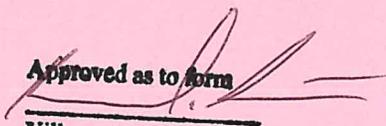
Company	Bid Amount
Wisdom Protective Services	\$1,380,109.44
Arrow Security	\$1,482,830.16

WHEREAS, at this time, the Department is reconsidering internal security services; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the bids received on May 30, 2023 for the "Uniformed Guard Services for Power Plant", Bid #23-05-ELEC-662, be rejected.

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities 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 Sanchez, seconded by Deputy Mayor Ellerbe that the following resolution be adopted:

WHEREAS, the Freeport Electric Department has a need for uniformed guard services for the Village of Freeport’s Power Plant 1; and

WHEREAS, the term of the contract shall be for approximately three years with the Village’s option to renew for two (2) one-year terms; and

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

WHEREAS, the services will be funded through Homeland Security account E7191001 511100 (Security Contract – PP1); 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 Re-Bid Notice to Bidders for the “Uniformed Guard Services for Power Plant”, Bid #23-05-ELEC-662 in the Freeport Herald and other relevant publications on May 4, 2023, with specifications available from May 5, 2023 to May 26, 2023, with a return date of May 30, 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
<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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: July 3, 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 5

Attached for your review is Amendment 5 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.

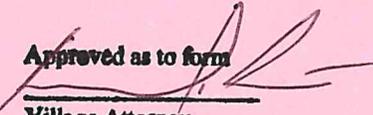
Four bid proposals were received in response to the new ad and they were rejected by the Board on May 1, 2023. The two month extension ended on June 30, 2023. As such, I am requesting that the guard services contract be extended for one additional month. The rate will be held firm during this period. The estimated cost during the extension period is \$16,926.00/month.

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 a cost of \$16,926.00/month for the period July 1, 2023 until July 31, 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.



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: 2023.07.05 09:24:58 -04'00'

Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Village Attorney

AL:db

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, 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, the Board subsequently renewed the contract for the first and second renewal terms from March 1, 2021 through February 28, 2023, at annual costs of \$203,112.00; and

WHEREAS, on April 3, 2023, while in the process of re-bidding the contract, the Board approved to extend the contract (Amendment 3) for the period retroactive to March 1, 2023 until April 30, 2023, in the amount of \$33,852;

WHEREAS, on May 15, 2023, the Board approved to extend the contract (Amendment 4) for the period retroactive to May 1, 2023 until June 30, 2023, in the amount of \$33,852; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval that the guard services contract (Amendment 5) be retroactively be extended for one month with the rate remaining fixed for the period July 1, 2023 until July 31, 2023, in the amount of \$16,926.00; and

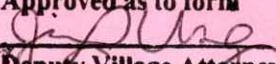
WHEREAS, the cost for these services shall be charged to E 7191001 511100 (Security Contract – PP1) and there are sufficient funds available to cover this expense; and

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 (Amendment 5) 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 July 1, 2023 until July 31, 2023, in the amount of \$16,926.00.

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

**GUARD SERVICES AGREEMENT
AMENDMENT 5**

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

This **AMENDMENT 5** dated July 17, 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 one additional month 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 one (1) additional month that shall run from July 1, 2023, until July 31, 2023.

Article V. Compensation, add as follows:

A. (ii) The cost for Guard Services provided by the Contractor during the mini extension period shall be \$16,926.00/month.

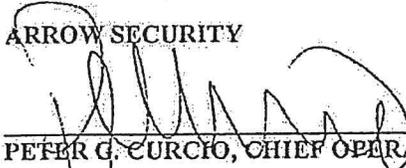
All other terms and conditions of the Agreement shall remain in full force and effect.

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. CURCIO, CHIEF OPERATIONS OFFICER

APPROVED AS TO FORM:

7/3/23

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:

<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 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:

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</u>	

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities May 16, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

It was moved by Deputy Mayor Ellerbe, seconded by Trustee Martinez 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 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.

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

The Clerk polled the Board as follows:

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

cc:

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

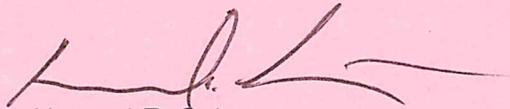
INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
OFFICE OF THE VILLAGE ATTORNEY

To: Mayor Robert T. Kennedy
From: Howard E. Colton, Village Attorney
Date: July 12, 2023
Re: IMA with Nassau County for the Freeport Armory

The Village of Freeport received paperwork from Nassau County for Phase II of the CRP grant process for the Freeport Armory. This is another \$300,000.00 from Legislative Minority Leader Kevan Abrahams. The Board previously approved Phase I of the CRP process in June.

The documentation was received after the last Board meeting and prior to the July 17, 2023 meeting, but had to be returned to the County by July 7, 2023. As the enclosed shows, the documents were reviewed, and upon the County's request, the IMA was signed and a subsequent request was made by the County to have the signed IMA retroactively approved by the Board of Trustees.

As such, I have prepared a resolution for the Board to adopt which would authorize the retroactive approval of the signed IMA.



Howard E. Colton
Village Attorney

HEC: c

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

WHEREAS, Legislative Minority Leader of the Nassau County Legislature, Kevan Abrahams, has recommended the Village of Freeport for a CRP grant of \$300,000 for the Village of Freeport; and,

WHEREAS, Nassau County requested that the documents be submitted by July 7, 2023, prior to a Village Board Meeting, and

WHEREAS, the Village Attorney signed the IMA and Letter to Nassau County on July 7, 2023; and,

WHEREAS, the \$300,000.00 CRP grant would be in the best interests of the Village of Freeport,

NOW THEREFORE BE IT RESOLVED, that the Mayor and/or the Village Attorney be and is hereby authorized to sign any and all agreements to facilitate an IMA between the Village of Freeport and Nassau County retroactively to July 7, 2023, and for all other future dates,

The Clerk polled the Board as follows:

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



VILLAGE OF FREEPORT
VILLAGE ATTORNEY
46 NORTH OCEAN AVENUE
FREEPORT, NEW YORK 11520
(516) 377-2249 FAX (516) 377-2366

ROBERT T. KENNEDY
MAYOR

HOWARD E. COLTON
VILLAGE ATTORNEY

July 7, 2023

Michele M. Darcy, Esq., Director of Finance, Law & Operations
Nassau County Minority Legislature
Room 129
Mineola, New York 11501

Dear Ms. Darcy:

Enclosed, please find an executed IMA. The Village will be passing a resolution, Nunc ProTunc; on July 17, 2023 to approve the signing.

Once again, I thank you for your time, professionalism and courtesies in this matter.

If you have any questions, please do not hesitate to contact me at 516-377-2249.

Very truly yours,

Howard E. Colton
Village Attorney

HEC: c

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE
INCORPORATED VILLAGE OF FREEPORT IN RELATION TO INTERMUNICIPAL
COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the (i) County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"); and the (ii) Incorporated Village of Freeport, having its principal offices at 46 North Ocean Avenue, Freeport, New York 11520 ("VILLAGE" or "CONTRACTOR").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the VILLAGE to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the VILLAGE to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the VILLAGE each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the VILLAGE, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the VILLAGE will undertake a project (the "Project") to make repairs to the Freeport Village Armory gymnasium by replacing the floor and related items, all with a useful life of no less than five (5) years. This is Phase 2 of the Project. The Project will

enable the VILLAGE to host programs that will be open to all Nassau County residents. The Project plans include a day care center, Rising Stars sports program and a technical training school (electrical, plumbing, HVAC, and mechanical). Several capital improvements must be completed prior to accommodating these programs: 1) roof replacement; 2) window replacement; 3) electrical sub metering; 4) electrical upgrades; 5) parking lot repaving, marking; 6) security cameras and base system; 7) interior design, remodeling and restoration; 8) heating upgrades and zone control; 9) asbestos tile and pipe insulation removal. The VILLAGE represents and warrants that it has completed its review of the Project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Formatted: Not Highlight

Section 4. The County shall provide funds not to exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) ("Funds") to the VILLAGE for the purchase of goods and services in connection with the Project. Payment shall be made to the VILLAGE in arrears and on a reimbursement basis and shall be contingent upon (i) the VILLAGE submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The VILLAGE shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The VILLAGE shall (i) as between the County and the VILLAGE, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the VILLAGE for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the VILLAGE shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The VILLAGE shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The VILLAGE shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the VILLAGE shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the VILLAGE is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The VILLAGE shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The VILLAGE shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the VILLAGE or any agent of the VILLAGE in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The VILLAGE shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the VILLAGE's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the VILLAGE shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The VILLAGE shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the VILLAGE, or between the VILLAGE and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

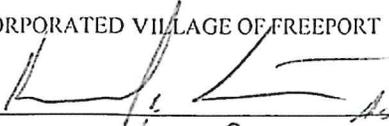
Section 13. This Agreement represents the full and entire understanding and agreement between the County and the VILLAGE with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the VILLAGE hereby represents and warrants that the undersigned is an officer, director or agent of the VILLAGE with full legal rights, power and authority to sign this Agreement on behalf of the VILLAGE and to bind the VILLAGE with respect to the obligations enforceable against the VILLAGE in accordance with its terms.

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

INCORPORATED VILLAGE OF FREEPORT

By  Date 7/2/2023

Print Name Howard J. E. C. C. C.

Title Village Attorney

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE IN BLUE INK.

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d. The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- e. The Contractor shall, in its advertisements and solicitations for Subcontractors,

indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

- f. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE

compliant or considered breach of the County Contract.

- I. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- m. The Contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be

required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

**VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy
From: Pamela Walsh Boening, Village Clerk
Date: July 11, 2023
Re: Miscellaneous Sidewalk Resolution
Location: Various
Contractor: Aventura Construction Corp. Total \$564.00

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 429-2020

Owner: Steven & Deidre Helberg
310 W. Seaman Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 36-331-95
Location: 310 W. Seaman Avenue
Contractor: Aventura Construction Corp.
Charges: \$564.00

Pamela Walsh Boening
Pamela Walsh Boening, Village Clerk



1101 Waverly Avenue
Holtsville NY 11742
631-654-0660

Date: 06/26/2023

Service Invoice # 8629-18

Job #: 1421

Customer Ref#:

Customer Order#:



Billed To: Village Of Freeport
46 North Ocean Ave
Freeport NY 11520

Location:
46 North Ocean Ave
Freeport NY 11520

Attn:

Description	Qty/Unit	Price	Amount
18 310 W Seaman Ave REMOVAL & DISPOSAL OF EXISTING CONCRETE SIDEWALK, HANDICAP RAMPS AND/OR CON	SF 32	1.00	32.00
18 310 W Seaman Ave INSTALLATION OF 4" THICK CONCRETE SIDEWALK	SF 32	16.00	512.00
18 310 W Seaman Ave SAW CUT OF CONCR SW, APRONS, HANDICAP RAMPS, CURBS &/OR GUTTERS	LF 4	5.00	20.00

Payment due upon receipt. All Service Orders are taxable unless you provide Aventura with a Resale or Tax Exempt Certificate Late payment charge of 1.5% per month will be billed on all outstanding balances. Upon default of payment, the Customer is responsible for all reasonable attorney fees, court costs and all other related expenses incurred as a result of collection effort

Non-Taxable Amount:	\$564.00
Taxable Amount:	\$0.00
Sales Tax:	\$0.00
Amount Due	\$564.00

Thank you for your prompt payment!

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: June 22, 2023

RE: **Hazardous Sidewalk -310 W Seaman Avenue**

Please inspect the above location to determine if the hazardous condition has been corrected.

310 W Seaman Avenue

Work Completed Work Not Completed Unsatisfactory

Was inspected and found to be satisfactorily completed YES.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna.

Date: 06/22/23.

SIDEWALK INSPECTION FORM

DATE: 12-07-20

ADDRESS: 310 W. SEAMAN AVENUE

DATE INSPECTION REQUESTED: 10-21-20

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS

CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS

OF SIDEWALK

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" SW
32 sq. ft

CURB TO BE REPLACED: _____

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN: _____

DEBRIS IN STREET: _____

OTHER: _____

AREAS MARKED OUT FOR REPLACEMENT:

4" 8' x 4' 6" SAWCUTTING 4 LFT.

DATE RETURNED TO SENDER: _____

INSPECTION PERFORMED BY:

Robert McCormick

DATE 12-07-20

REVIEWED BY:

RMP

DATE 12/11/20

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: November 4, 2022

Re: 2022 FURNISHING OF WATER METERS

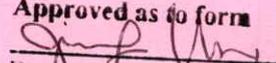
At the Village Board of Trustees meeting on February 28, 2022, the referenced requirements contract was awarded to Rio Supply Inc of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081 for \$396,450.00. The Contract is set up as a one year contract expiring on February 28, 2023, with two optional one-year extensions at no increase in the contract prices.

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

Accordingly, we are recommending that the contract "2022 FURNISHING OF WATER METERS" be extended for an additional year, from March 1, 2023 until February 29, 2024, to Rio Supply Inc of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, with no increase in the unit prices.



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

Approved as to form

Deputy Village Attorney

Encl.

c.

P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
A. Dalessio, Comptroller
M. Quinton, Supt. of Water

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

WHEREAS, on February 28, 2022, the Board of Trustees awarded the bid for the “Furnishing of Water Meters – 2022” to Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, in the amount of \$396,450.00 effective March 1, 2022 through February 28, 2023, with an option for two one-year extensions if mutually accepted; and

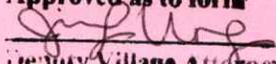
WHEREAS, the Department of Public Works has requested the first one-year extension of the Contract with the Contractor, and the Contractor has agreed on this extension; and

WHEREAS, funding is anticipated to be included in the Water Department Operating Budget (WE98002 520310 Meter Reading Equipment); 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 extend the contract of the “Furnishing of Water Meters – 2022” with Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, for the first one-year extension retroactive to March 1, 2023 through February 29, 2024, in the amount of \$396,450.00, with no increase in unit prices.

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 March 1, 2022

FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 28, 2022:

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

WHEREAS, the Village of Freeport has solicited bids for the Furnishing of Water Meters - 2022; and

WHEREAS, fifteen (15) bids were distributed and one (1) bid was received on January 11, 2022 for the referenced contract; and

WHEREAS, Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081 submitted a bid of \$396,450 and their references have been checked and appeared to be in order; and

WHEREAS, the contract will be for a term beginning March 1, 2022 and ending February 28, 2023, with an option for two one-year extensions if mutually accepted; and

WHEREAS, funding is anticipated to be included in the Water Department Operating Budget (WE98002 520310 Meter Reading Equipment); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board and the Mayor be and hereby is authorized to execute any and all documentation necessary to award the bid for the “Furnishing of Water Meters – 2022” to Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, in the amount of \$396,450 effective March 1, 2022 through February 28, 2023, with an option for two one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

cc:

X Auditor
X Assessor

X Electric Utilities
X Fire Dept.

X Registrar
X Rec. Center

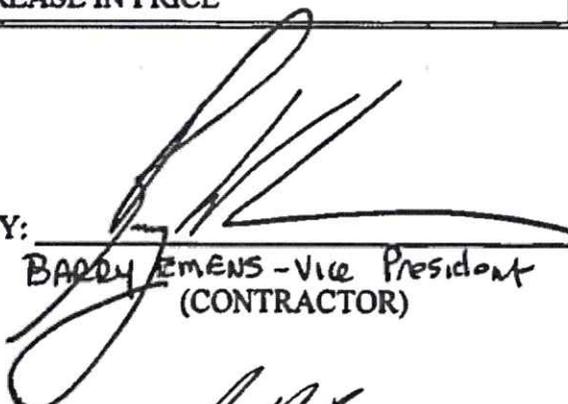
VILLAGE OF FREEPORT
ENGINEERING DEPARTMENT
CONTRACT EXTENSION

PROJECT: 2022 FURNISHING OF WATER METERS

CONTRACTOR: RIO SUPPLY INC.

DATE: October 21, 2022

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2023 to February 29, 2024		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 11-1-22

Barry Emens - Vice President
(CONTRACTOR)

ACCEPTED BY:  DATE: 11/9/22

(ENGINEER)

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

AGENDA

BOARD OF TRUSTEES' MEETING

July 17, 2023

NO PUBLIC COMMENT