

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

- b) Request to advertise bid #23-12-ELEC-680 “Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors” on November 30, 2023 in the Freeport Herald, with a return date of December 19, 2023.
- c) Request approval of the professional services agreement with Duncan, Weinberg et al, to provide legal services related to the NY Association of Public Power (NYAPP) and NY Independent System Operator (NYISO), from March 1, 2024 through February 28, 2025, not to exceed \$125,000, with an increase in the hourly fees for all titles.
- d) Request approval of the contract with Cablevision Lightpath, LLC, 1111 Stewart Avenue, Bethpage, New York 11714, to provide internet connection, from December 1, 2023 through November 30, 2028 in the amount of \$900 per month.

4. PUBLIC WORKS – Robert R. Fisenne

- a) Request to advertise a notice to bidders for the “2023 Road Resurfacing Project” in the Freeport Herald on November 30, 2023, with a return date of December 19, 2023.
- b) Request to advertise a notice to bidders for the “2024 Annual Curb and Sidewalk Contract” in the Freeport Herald on November 30, 2023, with a return date of December 19, 2023.
- c) Request to advertise a notice to bidders for the “2024 Annual Maintenance and Landscaping of Various Village Properties” in the Freeport Herald on November 30, 2023, with a return date of December 19, 2023.
- d) Request to advertise a notice to bidders for the “2024 Electrical Work Requirements Contract” in the Freeport Herald on November 30, 2023, with a return date of December 19, 2023.
- e) Request to advertise a notice to bidders for the “2024 Security System Contract” in the Freeport Herald on November 30, 2023, with a return date of December 19, 2023.
- f) Request to advertise a notice to bidders for the “2024 Supply of Auto Parts” in the Freeport Herald on November 30, 2023, with a return date of December 19, 2023.

5. VILLAGE ATTORNEY – Howard E. Colton

- a) Request to renew the contract with Operation Splash, 202 Woodcleft Avenue, Freeport, New York 11520, from March 1, 2024 through February 28, 2025, in the amount of \$25,000.

6. VILLAGE COURT – Carmen Ramos

- a) Request to renew the contract with NY Reporting Inc., 82 Division Avenue, Massapequa, New York 11758, for stenographic services, from March 1, 2024 through February 28, 2026, with no increase in price.

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

COMMENTS PERMITTED ON AGENDA ITEMS

&

GENERAL PUBLIC COMMENTS

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

5:30 PUBLIC HEARING

To consider amending Chapter 155 by adding “Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments”.

FREEPORT FIRE DEPT.

**Raymond F. Maguire
Executive Director**

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

November 16, 2023

**To: Mayor Robert T. Kennedy
Board of Trustees**

Re: Rita Carter

Pursuant to our conversation, I am writing to request your consideration in naming the corner of S Bergen Pl and Pine St, "Rita Carter Way."

Rita was a resident of Freeport for more than four decades and was an enormous force in promoting Freeport Pride in and out of the community.

She was a dedicated and beloved Bayview Avenue school Fourth Grade teacher for 35 years. During her tenure at Bayview Ave she served as a mentor to numerous teachers, parents, students and staff.

She spearheaded the Atkinson/Melun French Exchange Program preparing the first group of students in a summer school project to travel to France. Rita continued to work with Freeport students and parents for 10 years assisting with language, culture, and music and play activities.

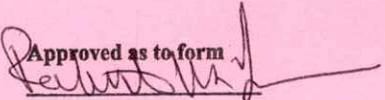
One of Rita's passions was the Freeport Dollars for Scholars program and she actively participated in the fundraising project from its conception. Rita was committed to ensuring Freeport students were able to have a financial pathway to attend college.

Rita served as a volunteer as well as an Officer of the Freeport Historical Society and Museum and served as Freeport House Tour Co-Chair for many years.

Rita Carter bravely fought cancer for many years while tirelessly working for the Freeport Community. In recognition of all her love and devotion to the Freeport Community it would be a great tribute to honor her in the Village she loved so much.

Sincerely,


Raymond F. Maguire
Executive Director

Approved as to form

Deputy Village Attorney

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

WHEREAS, Rita Carter was a resident of Freeport for more than four decades and was an enormous force in promoting Freeport Pride in and out of the community; and

WHEREAS, Ms. Carter was a dedicated and beloved Bayview Avenue School fourth grade teacher for 35 years; one of Ms. Carter's passions was the Freeport Dollars for Scholars program; and Ms. Carter served as a volunteer as well as an Officer of the Freeport Historical Society and Museum and served as Freeport House Tour Co-Chair for many years; and

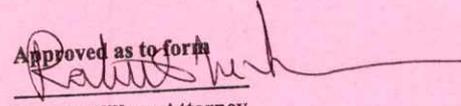
WHEREAS, this honor is bestowed in tribute to the dedication and camaraderie exhibited by Rita Carter; and

WHEREAS, the Board of Trustees wishes to recognize and honor Rita Carter's history of service to the Freeport community through the honorary name change to the corner at South Bergen Place and Pine Street, changing the name to "Rita Carter Way", a symbolic gesture which will preserve the memory of all she has done for this community; and

NOW THEREFORE BE IT RESOLVED, the corner at South Bergen Place and Pine Street be granted the honorary name "Rita Carter Way".

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

TO: Mayor Robert T. Kennedy and Board of Trustees
 FROM: Vilma Lancaster, Village Assessor
 DATE: November 15, 2023
 RE: Tax Certiorari Negotiated Settlement

Permission is requested from the Board to approve the recommended negotiated settlements for the properties listed from the petitioner below.

Petitioner Attorney: **Schroder & Strom, LLP**

Petitioner: Sigurd Feile
 v/l/s/o 137 Miller Avenue, 137, 149, 153, 157 Miller Avenue, 250
 Atlantic Avenue, and v/l/w/o 250 Atlantic Avenue
 62/119/210, 213, 219, 225, 226, 62/124/8, 120, 117, 118

Total Refund: 2016/2017, 2018/2019 to 2023/2024 – Refund: **\$11,955.19** – AV:
35,900 going forward 2024/2025, 2025/2026, and 2026/2027.

Total SBL Proposed AV

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	43560	45,682	0	0.62296	\$0.00
2018/19	0.018	43560	47,880	0	0.62296	\$0.00
2019/20	0.0172	43560	48,504	0	0.62296	\$0.00
2020/21	0.0162	43560	40,662	2,898	0.62296	\$1,805.34
2021/22	0.0151	43560	38,958	4,602	0.62296	\$2,866.86
2022/23	0.0150	43560	39,450	4,110	0.62296	\$2,560.37
2023/24	0.0130	43560	35,900	7,661	0.61649	\$4,722.62

**Current
MV \$3,350,759 Settled MV \$2,761,500 Refund \$11,955.19**

NOTE: The tax certiorari proceedings for 62/119/226 will be discontinued.

The assessed values for the remaining parcels will be adjusted on the 2024/2025 Tentative Roll and will be set for 2024/2025 as follows:

Section/Block/Lot	2023/24 Final Roll & 2024/25 Tentative Roll AV	2024/25 Adjusted AV
62/119/210	2,040	1,681
62/119/213	2,040	1,681
62/119/219	3,290	2,711
62/119/225	520	428
62/124/8, 120	2,632	2,169
62/124/117	30,011	24,735
62/124/118	3,027	2,495
TOTAL	43,560	35,900

The settlement requires an approval from the Village Board and once approved, the Stipulation of Settlement will be prepared by Village of Freeport Attorney's Office. The stipulation is then forwarded to the petitioner's attorney to sign and file at the court. Permission is requested for the Village Attorney's office to sign the stipulation of settlement. The Village is later served by the petitioner's attorney requesting the refund as per the settlement in the amounts that is payable in 2024 and within 30 days of service of an Order and Judgment with Notice of Entry received by the Village Assessor.

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


Vilma Lancaster
Deputy Village Assessor

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

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

WHEREAS, the firm Schroder & Strom, LLP represented the tax certiorari petitioner in the below settlement negotiation:

Petitioner: Sigurd Feile
 v/l/s/o 137 Miller Avenue, 137, 149, 153, 157 Miller Avenue, 250 Atlantic Avenue, and v/l/w/o 250 Atlantic Avenue
 62/119/210, 213, 219, 225, 226, 62/124/8, 120, 117, 118

Total Refund: 2016/2017, 2018/2019 to 2023/2024 – Refund: **\$11,955.19** – AV: **35,900** going forward 2024/2025, 2025/2026, and 2026/2027.

Total SBL Proposed AV

Year	EQ	Current AV	Proposed AV	Reduction	Tax Rate	Refund
2016/17	0.0191	43560	45,682	0	0.62296	\$0.00
2018/19	0.018	43560	47,880	0	0.62296	\$0.00
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2020/21	0.0162	43560	40,662	2,898	0.62296	\$1,805.34
2021/22	0.0151	43560	38,958	4,602	0.62296	\$2,866.86
2022/23	0.0150	43560	39,450	4,110	0.62296	\$2,560.37
2023/24	0.0130	43560	35,900	7,661	0.61649	\$4,722.62

Current MV \$3,350,759 Settled MV \$2,761,500 Refund \$11,955.19

WHEREAS, the tax certiorari proceedings for 62/119/226 will be discontinued; and

WHEREAS, the assessed values for the remaining parcels will be adjusted on the 2024/2025 Tentative Assessment Roll and will be set for 2024/2025 as follows:

Section/Block/Lot	2023/24 Final Roll & 2024/25 Tentative Roll AV	2024/25 Adjusted AV
62/119/210	2,040	1,681
62/119/213	2,040	1,681
62/119/219	3,290	2,711
62/119/225	520	428

62/124/8, 120	2,632	2,169
62/124/117	30,011	24,735
62/124/118	3,027	2,495
TOTAL	43,560	35,900

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

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

NOW THEREFORE BE IT RESOLVED, that the above-listed tax certiorari settlement be approved and that the Assessor is hereby authorized to adjust the 2016/2017 through the 2023/2024 Final Assessment Rolls and that the Treasurer be approved to issue said refund for the amounts cited hereinabove, for a total of \$11,955.19.

The Clerk polled the Board as follows:

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

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

TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: November 16, 2023
RE: Request to correct the 2024/2025 Tentative Assessment Roll - Clerical Error

Permission is requested for the Assessor to retro-actively correct the total assessed value by removing the demolished building assessed value (31,547) and only valuing the land assessed value (24,900) on this property. Since the building was demolished in January 2022, the clerical error was due to the property owner demolishing the building and the total assessed value remained and included the building and land for the property for the above years. A Land Appraisal was done to correct the market value of the land for the 2024/2025 Tentative Roll. The error can be corrected by the Board in accordance with the provisions of RPTL §552.

Where an assessed value amount is an error in essential fact and entered on the taxable portion assessment roll erroneously on a parcel assessed valuation, it is a clerical error RPTL §550(3) (a). The incorrect entry on the parcel taxable portion of the assessment roll of the assessed valuation of an improvement to real property which was destroyed or removed prior to taxable status date.

Listed below is the correct status of the property.

S / B / L	Address	2024 Tentative Roll Land Assessed Value	Correction of 2024 Tentative Roll Assessed Land Value
62 / 126 / 196	267 Merrick Rd	19,742	24,900

Permission is further requested that the Board authorize the Village Assessor to correct the Tentative Roll for the 2024/2025 year.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, permission is requested for the Assessor to retroactively correct the total assessed value by removing the demolished building assessed value (31,547) and only valuing the land assessed value (24,900) on this property; and

WHEREAS, since the building was demolished in January 2022, the clerical error was due to the property owner demolishing the building and the total assessed value remained and included the building and land for the property for the above years; and

WHEREAS, a Land Appraisal was done to correct the market value of the land for the 2024/2025 Tentative Roll; and

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

WHEREAS, this error was brought to the Assessor's attention after the adoption of the 2024/2025 Tentative Assessment Roll; and

WHEREAS, listed below is the correct status of the property:

S / B / L	Address	2024 Tentative Roll Land Assessed Value	Correction of 2024 Tentative Roll Assessed Land Value
62 / 126 / 196	267 Merrick Rd	19,742	24,900

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 above changes recommended by the Assessor to be made to the 2024/2025 Tentative Assessment Roll.

The Clerk polled the Board as follows:

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

LAND APPRAISAL REPORT

Property Address

Vacant Land
267 Merrick Rd.
Freeport, New York, 11520

Identification

Section 62, Block 126, Lot 196

PREPARED BY:

BECKER REAL ESTATE APPRAISALS, INC.

50 HEMPSTEAD AVENUE, SUITE D
LYNBROOK, NEW YORK 11563
(516) 887-0677

Prepared For:

Howard J. Colton, Esq.
Village Attorney
Incorporated Village of Freeport
46 N. Ocean Ave.
Freeport, NY 11520

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www.BeckerReport.com

LETTER OF TRANSMITTAL

November 8, 2023

Howard J. Colton, Esq.
Village Attorney
Incorporated Village of Freeport
46 N. Ocean Ave.
Freeport, NY 11520

**Re: 267 Merrick Rd, Freeport, NY
Section 62, Block 126, Lot 196**

Dear Mr. Colton:

Pursuant to your request, we have made an inspection of the above real property (Subject) and prepared an Appraisal Report (Report) as of the inspection date. The purpose of the Report is to estimate the Market Value of the above referenced property as of the date of inspection for the prospective sale of the Subject.

The Report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Report Practice for a Restricted Drive By Report. Due to the Subject's status as vacant land, only the Sales Comparison Approach was developed to establish an estimated market value of the Subject. The Report summarizes for the intended user the information analyzed, the Report methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions developed by the Appraiser.

Supporting documentation concerning the data, reasoning, and analysis is retained in the Appraisers' file. The depth of discussion contained in this report is specific to the needs of the Client and for the intended use stated below. The Appraiser is not responsible for unauthorized use of this report.

INTENDED USE AND USER OF REPORT: The purpose of this Report is to provide the Appraiser's opinion of the market value of the Subject as of the valuation date set forth below. The intended use of the report is for use by the Client in connection with their negotiations the sale of the Subject. Additional data is maintained in our files and is available for review by the Client. Anyone other than the Client is considered an unintended user.

INTEREST VALUED: The interest valued is the Fee Simple Estate which is defined as follows: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

DEFINITION OF MARKET VALUE: Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) Buyer and seller are typically motivated; (2) Both parties are well informed or well advised, and acting in what they consider their own best interest; (3) A reasonable time is allowed for exposure in the open market; (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.²

DATE OF THE Report: The following is the estimated market value as of the Valuation Date of November 8, 2023.

\$1,900,000

¹ Report Institute, THE DICTIONARY OF REAL ESTATE Report, 6th ed. (Chicago: Report Institute), 2015.

² Rules and Regulations, Federal Register, Vol. 55, No. 165, Page 34696

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the Subject of this report and no personal interest with respect to the parties involved.
- With regard to the Subject, I have performed no services, as an Appraiser or in any other capacity, regarding this property within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the Subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this Report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Report Practice*.
- The Appraiser inspected the Subject property on November 6, 2023.

Date: November 6, 2023

Becker Real Estate Reports, Inc.



Hilary H. Becker
Certified N.Y.S. Real Estate
General Appraiser
#46000012280

STATEMENT OF GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The following Standard Conditions apply to reports by Becker Real Estate Appraisal, Inc. Special conditions and significant issues are added as required.

1. Analyses are performed and written reports are prepared in accordance with the Uniform Standards of Professional Report Practice of the Report Foundation.
2. No opinion is rendered as to property title, which is assumed to be good and marketable. Unless otherwise stated, no consideration is given to liens or encumbrances against the property. Sketches, maps, photos, or other graphic aids included in reports are intended to assist the reader in ready identification and visualization of the property and are not intended for technical purposes. Because the Appraiser(s) is not a surveyor or architect, he or she makes no guarantees, express or implied, regarding these documents including the survey and flood maps.
3. Information furnished by others, upon which all or portions of this report are based, are believed to be reliable, but have not been verified in all cases. It is our opinion that the information is of the kind generally accepted in the Report profession as reliable, thus it was utilized in forming all or part of the professional opinion(s) found herein. However, no warranty is given as to the accuracy of such information.
4. Responsible ownership and competent property management are assumed.
5. Areas and dimensions of the property were obtained from surveys, Google Earth, and/or public records. The areas utilized for the purposes of comparison were derived from the Nassau County Department of Assessment website and or Google Earth. Maps or sketches, if included in this report are only to assist the reader in visualizing the property and no responsibility is assumed for their accuracy. No independent surveys were conducted.
6. Reports may contain estimates of future financial performance, estimates or opinions that represent the Appraiser's view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular level of income or profit will be achieved, that events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by our prospective financial analyses will vary from those described in our report, and the variations may be material.
7. No responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions that occur subsequent to the date hereof.
8. It is assumed that all required licenses, certificates of occupancy, consents or others legislative or administrative authority from any local, state, or national government or private entity or organization, have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that legal, engineering, or other professional advice, as may be required, has been or will be obtained from professional sources and that the report will not be used

for guidance in legal or technical matters such as, but not limited to, the existence of encroachments, easements or other discrepancies affecting the legal description of the property. It is assumed that there are no concealed or dubious conditions of the subsoil or subsurface waters including water table and flood plain, unless otherwise noted. We further assume there are no regulations of any government entity to control or restrict the use of the property unless specifically referred to in the report. It is assumed that the property will not operate in violation of any applicable government regulations, codes, ordinances or statutes.

10. Unless otherwise stated, the value found within this report do not consider the existence of hazardous substances including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property.
11. The Appraiser has noted in the Report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the Subject property or that he or she became aware of during the research involved in performing the Report. Unless otherwise stated in this Report, the Appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The Appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist.
12. In the absence of competent technical advice to the contrary, it is assumed that the property being appraised is not adversely affected by concealed or unapparent hazards such as, but not limited to asbestos, hazardous or contaminated substances, toxic waste or radioactivity. Because the Appraiser is not an expert in the field of environmental hazards, this Report must not be considered as an environmental assessment of the property.
13. The allocation, if any, in this report of the total valuation between components of the property, land, and improvements applies only to the program of utilization stated in this report. The separate value for any components may not be applicable for any other purpose and must not be used in conjunction with any other report.
14. The Report, the final estimate of value and estimates of future financial performance included therein, are intended for the information of the person or persons to whom they are addressed, solely for the purposes stated therein, and should not be relied upon for any other purpose. The addressee shall not distribute the report to third parties without prior permission of Becker Real Estate Appraisals, Inc. Before such permission shall be provided, the third party shall agree to hold Becker Real Estate Appraisals, Inc. harmless relative to their use of the report. Neither our report, nor its contents, nor any reference to the Appraisers or Becker Real Estate Appraisals, Inc., may be included or quoted in any offering circular or registration statement, prospectus, sales brochure, other report, loan or other agreement or document without our prior written permission. Permission will be granted only upon meeting certain conditions.

15. Information furnished by others is presumed to be reliable, and where so specified in the report, has been verified; but no responsibility, whether legal or otherwise, is assumed for its accuracy, and it cannot be guaranteed as being certain. No single item of information was completely relied upon to the exclusion of other information.
16. Assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. If the need for subsequent service related to an assignment (e.g., testimony, updates, conferences, reprint or copy service) is contemplated, special arrangements acceptable to Becker Real Estate Reports, Inc. must be made in advance. No significant change is assumed in the supply and demand patterns indicated in the report. (The report assumes market conditions as observed as of the current date of our market research stated in the letter of transmittal.) These market conditions are believed to be correct; however, the Appraisers assume no liability should market conditions materially change because of unusual or unforeseen circumstances.
17. The valuation applies only to the Subject and for the purpose so stated and should not be used for any other purpose. Any allocation of total price between land and the improvements as shown is invalidated if used separately or in conjunction with any other report.
18. Neither the report nor any portions thereof (especially any conclusions as to value, the identity of the Appraisers or Becker Real Estate Appraisals, Inc., or any reference to the Report Institute or other recognized Report organization or the designations they confer) shall be disseminated to the public through public relations media, news media, advertising media, sales media or any other public means of communication without the prior written consent and approval of the Appraiser and Becker Real Estate Appraisals, Inc. The date(s) of the valuation to which the value estimate conclusions apply is set forth in the letter of transmittal and within the body of the report. The value is based on the purchasing power of the United States dollar as of that date.
19. No individual signing or associated with this report shall be required by reason of this report to give testimony or appear in court or other legal proceedings, unless specified arrangements therefore have been made.
20. The Client agrees to indemnify Becker Real Estate Appraisals, Inc. and its respective partners, principals, and employees (Becker Real Estate Appraisals, Inc. and each such person being an "Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Parties may be subject under any applicable federal or state law, related to, or arising out of the Report and/or the engagement of Becker Real Estate Appraisals, Inc. pursuant to the assignment and will reimburse any Indemnified Party for all reasonable expenses (including counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for, or defense of, any pending or threatened claim or action or proceeding arising therefrom whether or not such Indemnified Party is a party. The Appraiser will not be liable under the foregoing indemnification provisions to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court of competent jurisdiction to have resulted primarily from the bad faith, gross negligence or recklessness of an Indemnified Party.
21. It should be specifically noted by any prospective mortgagee that the report assumes that the property will be competently managed, leased, and maintained by financially sound

owners over the expected period of ownership. This engagement does not entail an evaluation of management's or owner's effectiveness, nor are we responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.

22. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Becker Real Estate Appraisals, Inc. has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since Becker Real Estate Appraisals, Inc. has no direct evidence relating to this issue, Becker Real Estate Appraisals, Inc. did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
23. Becker Real Estate Appraisals, Inc. does not, as part of its valuation, perform an audit, review or examination (as defined by the AICPA) of any of the historical or prospective financial information used, and therefore does not express any opinion with regard to same.
24. The legal description and pertinent land area(s) for the Subject property were obtained from sources that are deemed reliable. The legal description and building areas have not been verified on our part by legal counsel, surveyor or a qualified architect. We assume no responsibility for the accuracy or the legality of the legal description or building areas and the permitted uses of the property. Verification should be made prior to use.
25. Acceptance of and/or use of this Report constitutes acceptance of the foregoing General Underlying Assumptions and Limiting Conditions. The Report duties, pursuant to the employment to make the Report, are complete upon delivery and acceptance of the Report. However, any corrections or errors should be called to the attention of the Appraiser within 60 days of the delivery of the Report.
26. COVID 19 PANDEMIC: The short term and long term effects of the COVID 19 pandemic may or may not have any impact on the value set forth in this appraisal. The report does not include an impact study on the Subject of the Covid 19 Pandemic.

SCOPE OF WORK

In preparing this assignment, the following was conducted:

- Made an inspection of the Subject site.
- Made a visual inventory of the parcel, photographing same.
- Examined plat maps, flood map and aerial photographs of the Subject property.
- Examined the real property records in the Nassau County Clerk's office.
- At the Client's direction, developed the Sales Comparison Approach to value.
- Reviewed the adequacy and relevancy of the data and adjusted the data as required.
- Reconciled the conclusions and formed an opinion as to the estimated market value of the Subject property as of the inspection date.

EXTRAORDINARY ASSUMPTIONS

The Uniform Standards of Professional Report Practice defines an Extraordinary Assumption as follows:

An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the Appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the Subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.³

No Extraordinary Assumptions are made in the preparation of this Report.

HYPOTHETICAL CONDITIONS

The Uniform Standards of Professional Report Practice defines a Hypothetical Condition as follows:

A hypothetical condition is that which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the Subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.⁴

There are no Hypothetical Conditions assumed used in this analysis.

³ Uniform Standards of Professional Report Practice. 2018-2019 Edition. The Report Foundation, Washington, DC.

⁴ Ibid.

JURISDICTIONAL EXCEPTION

The Uniform Standards of Professional Report Practice defines a Jurisdictional Exception as follows:

An assignment condition established by applicable law or regulation, which precludes an Appraiser from complying with a part of USPAP.⁵

There are no Jurisdictional Exceptions included in this report.

DATA SOURCES

All data has been compiled and cross referenced using the following sources:

CoStar
Realquest
LIBOR/MLSLI
Loopnet
Colliers International
U.S. Census
Geodata
RealtyRates.com
Greiner-Maltz
ORPTS
County of Nassau
Village of Freeport
CoreLogic
Google Earth
Property Shark

⁵ Ibid.

SUMMARY OF SALIENT FEATURES

Property Location	267 Merrick Rd Freeport, NY 11520
Property Identification	Section 62, Block 126, Lot 196
Owners of Record	267 Merrick Rd, LLC
Client	Inc. Village of Freeport
Object of Report	To estimate the fair market value of the fee simple estate interest of the Subject property for assessment purposes.
Property Rights Appraised	Fee Simple Estate
Site Area (in square feet)	24,829
Year Built Age	Vacant Land N/A
Improvements	Subject is appraised as vacant land as of the Valuation Date.
Zoning	Village of Freeport - Business A
Sales & Listing History	Subject was sold on July 2, 2021 for \$1,600,000.
Report Methods	Sales Comparison Approach

MARKETING TIME

A review of market surveys indicates average marketing times for property types similar to the Subject range from 6-12 months. This assumes proper pricing and professional marketing.

HIGHEST AND BEST USE

The Appraisal Institute defines highest and best use as follows: The reasonably probable, and legal use of vacant land, or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. (See Addendum) A Highest and Best Use Analysis was not included in the report, however, based on a review of the current local real estate market conditions, and economic data, a commercial or multi family development are considered the best possible developments due to the Subject's size, location, and accessibility.

Effect of Novel Coronavirus (COVID-19)

On March 13, 2020, the United States Government declared a "National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak", which was in effect on the Effective Date of this Appraisal Report. This appraisal report was performed pursuant to the Uniform Standards of Professional Appraisal Practice ("USPAP") and was based on information and comparable sales available on that date. At this time, the effect of COVID-19 on the future value of the Subject Property or the value of the real estate market in the area of the Subject Property is unknown and not possible to predict.

FREEPORT

(Please note the following economic and real estate market data does not cover the impacts of Covid 19.)

The Incorporated Village of Freeport is located in the Town of Hempstead on the South Shore of Long Island. The population was 42,860 at the time of the 2010 census which was a 2.1% decline from the previous census in 2000. However, according to government statistics, the population has increased 1.1% by the end of 2015.

Freeport has its own municipal electric utility, police department, fire, and water departments. Freeport is New York State's second-biggest Incorporated Village and has a prominent station on the Long Island Rail Road.

The southern part of the village is known for its numerous canals that allow access to the Atlantic Ocean via the Jones Beach and Long Beach inlets. The Woodcleft Canal is one of the oldest on Long Island and is home to the famous Nautical Mile along Woodcleft Avenue. Freeport has numerous marinas, restaurants, charter boats and active fishing and shellfish industries.

The Village is governed by an elected Village Board of the Mayor, 4 Trustees, and one elected Village Court Justice. They all carry 4 year terms with staggered elections. The current administration has been holding the line on taxes for the last 10 years with 0% tax increase during this time period. This is an unprecedented accomplishment for local village governments in Nassau and Suffolk Counties. This combined with a recent 2% cap on school taxes, and with an expanding commercial base has attracted many new businesses from the surrounding areas, and fueling the local economy and real estate markets.

Tens of millions of dollars of new construction have been created over the past several years in Freeport. This has been highlighted by the major new luxury car dealership developments along Sunrise Highway. In addition, Freeport's electrical rates are about the lowest for all of Long Island. These factors, and a business friendly local government has allowed Freeport to make some enormous strides in tackling the high cost of living problem facing most if not all of Long Island's businesses and residents and creating a pro-growth economic environment that helps to fuel the local real estate markets. See addendum for additional market data.

Local Economy

Prior to the Pandemic, Freeport's local economy was continuing to grow and there was a steady flow of new jobs, and job creation with signs of improvement and resiliency. Over the last 5-10 years, there has been a plethora of new jobs created as a result of the many new construction projects and businesses taking place in the Village.

The following chart is a breakdown of the local economy as compared to the State, and National Averages (**Source:** The Freeport, NY employment data displayed below is derived from the 2016 United States Census Bureau American Community Survey (ACS).):

Index	Freeport	New York	National
Income per capita	\$28,446	\$34,212	\$29,829
Median household income	\$68,963	\$60,741	\$55,322
Median income owner occupied	\$90,444	\$83,277	\$70,586
Median income renter occupied	\$37,650	\$38,983	\$35,192
Median earnings male	\$31,944	\$40,464	\$36,919
Median earnings female	\$30,498	\$30,906	\$26,250
Unemployment rate	4.3%	4.8%	4.7%
Poverty level	13.5%	15.5%	15.1%

As can be seen by the above chart, the Village continues to outperform the rest of the country and state in most of the important categories. This trend is expected to improve with the pro-growth initiatives taken by the current village administration as millions of new construction projects are added to the local economy creating new jobs, and tax revenues that will provide more relief to the existing taxpayers.

Freeport Highlights

- The median household income in Freeport is 25% higher than the national average.
- The unemployment rate in Freeport is 7% lower than the national average.
- The poverty level in Freeport is 11% lower than the national average.

The following schedule is a breakdown of the major demographic comparisons for Freeport, Nassau County, and New York State (2016 US Interim Census)

	Freeport	Nassau County	New York
👤 People			
Total Population	43,217	1,361,500	19,745,289
Percent of US Population	--	--	6.1%
Percent of State Population	0.2%	6.9%	--
Percent Population Change	--	--	--
Dependency Ratio	49.0	53.1	48.9
Percent Foreign Born	30.0%	22.5%	23.0%
Percent under 18	22.3%	21.8%	21.2%
Percent 65 and Over	14.2%	17.0%	15.3%
\$ Economics			
Unemployment Rate	5.6	4.2	4.8
Percent Living in Poverty	13.5%	5.9%	14.7%
Median Household Income	\$68,963	\$102,044	\$60,741
Gini index	44.25	45.78	51.29
Number of Businesses per 100,000	--	3,519	2,705
Patents per 100,000	--	24.5	42.76
🛡️ Safety			
Homicides per 100,000	--	1.0	3.1
Violent Crimes per 100,000	--	96.9	379.7
Property Crimes per 100,000	--	838.1	1,604.0
🏠 Housing			
Total Housing Units	14,201	466,987	8,232,039
Occupied Housing Units	13,394	440,785	7,209,054
Total Building Permits	3	794	32,593
Single Family Building Permits	3	630	10,090
Multifamily Building Permits	0	164	22,503
Median Rent	\$1,381	\$1,634	\$1,194
Homeownership Rate	67.5%	80.5%	53.3%
Rental Vacancy Rate	15.7%	23.3%	23.3%
Persons per Dwelling Unit	3.2	3.0	2.7
📖 Education			
Percent with High School Diploma or Higher	81.2%	91.5%	86.3%
Percent with Bachelor's Degree or Higher	26.7%	44.9%	35.7%

Local Real Estate Markets

Along with the rest of Nassau County, the Freeport housing market continues to improve. The following chart illustrates the current local, state, and national trends as of 2020 (LIBOR/HUD).

	Freeport	Nassau	New York	Nation
Median Home Value	\$459,000	\$593,000	\$346,000	\$329,000
Home Appreciation Rates	4.6%	5.5%	1.8%	4.9%

Freeport Real Estate Market Summary

As mentioned above, the new construction has provided renewed optimism for the local commercial real estate market. Freeport is located on the south shore of Nassau County, and maintains one of the largest commercial and industrial bases in the entire County. The Freeport market has continued to show great resiliency as well. Following the devastation of Super Storm Sandy, the Freeport market continued to improve as inventory continued to decline. Nationally, the real estate market continues to flourish as online commerce continues to grow due to an improving economy. See addendum for additional market information.

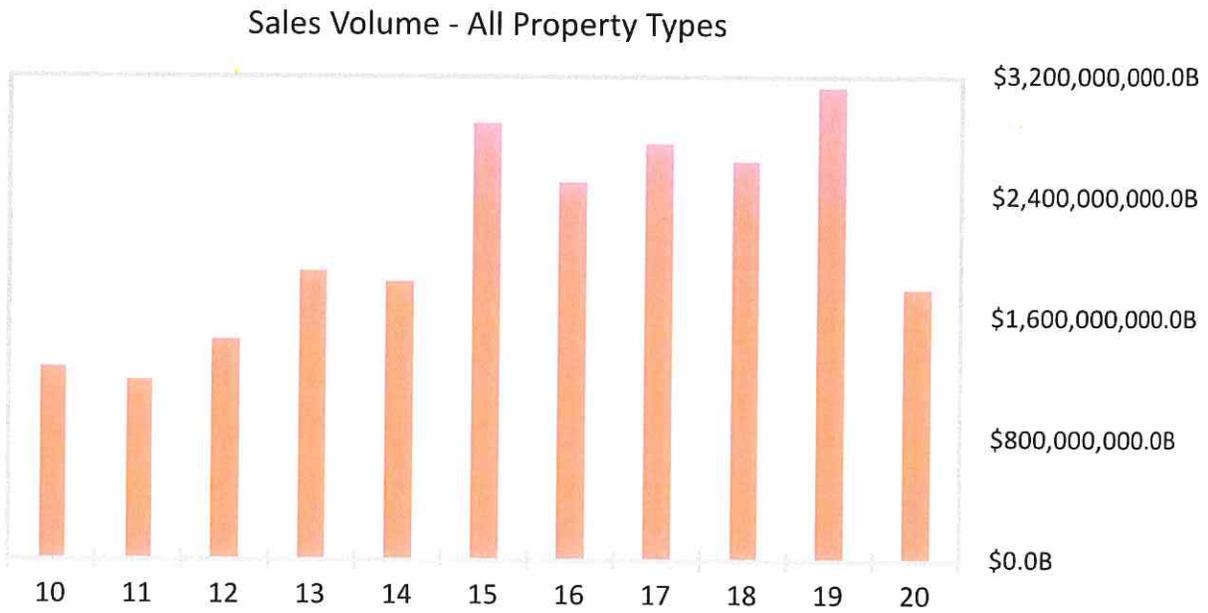
Long Island Real Estate Market

The Long Island Real Estate Market is comprised of Nassau and Suffolk Counties. Both Counties have experienced significant growth since the recovery from the Great Recession. Development in Nassau County is limited to a lack of available developable land, however, the redevelopment of existing properties continues to fuel the overall market.

The following chart displays the 20 year historical performance of the Long Island real estate market:

All Property Types				
Year	12 Mo Sales Vol	12 Mo Sales Vol Growth	Number of Sales	Asset Value
2020 YTD	\$1.8B	--46.9%	524	\$106B
2019	\$3.1B	18.6%	1,138	\$102B
2018	\$2.6B	--4.6%	1,134	\$98.7B
2017	\$2.8B	10.1%	1,202	\$94.7B
2016	\$2.5B	--13.3%	1,385	\$91.2B
2015	\$2.9B	56.5%	1,379	\$86.7B
2014	\$1.8B	--3.5%	1,156	\$81.5B
2013	\$1.9B	31.5%	1,074	\$74.0B
2012	\$1.5B	22.3%	911	\$70.1B
2011	\$1.2B	--7.3%	704	\$65.5B
2010	\$1.3B	54.0%	589	\$61.2B
2009	\$832M	--52.9%	475	\$56.0B
2008	\$1.8B	--39.8%	717	\$62.8B
2007	\$2.9B	11.9%	890	\$73.1B
2006	\$2.6B	364%	957	\$70.6B
2005	\$566M	342%	55	\$64.7B
2004	\$128M	113%	20	\$58.7B
2003	\$60.1M	80.9%	16	\$52.3B
2002	\$33.2M	--32.9%	3	\$46.4B
2001	\$49.5M	153%	5	\$41.9B
2000	\$19.5M		3	\$39.0B

The following chart shows the total sales volume for all property types of the Long Island market place:



PROPERTY DESCRIPTION

The property consists of one taxable lot owned by 267 W. Merrick Rd. LLC comprising approximately a total of 24,829 square feet of land per the Nassau County Clerk's office. The Subject is square in shape. The Subject is located in the mid-western section of the Village of Freeport just south of Sunrise Highway with excellent accessibility to the Meadowbrook and Southern State Parkways . The subject is located at the southeast corner of Merrick Rd., and Elm St. It is bounded by Sunrise Highway to the north, Merrick Road to the south, Meadowbrook Parkway to the east, and Buffalo Avenue to the west. All utilities are available to the property, including public water, sewer, gas and electric.

The Subject is level and at grade with surrounding properties. The Subject is located in FEMA Flood Zone X, which means it has a low risk of flooding. Drainage does not appear to be a problem at this location. The property is vacant land that is currently zoned as Business A, and is currently vacant land considered for redevelopment of commercial property. No external obsolescence is observed. The condition of the land appears to be in an average overall condition. No soil, environmental, nor engineering reports have been made available to the appraiser.

Vacant land sites within Nassau County are few and far between, and become even more rare when there is the opportunity to develop the land. It's very difficult to find lots that are greater than 1 acre so developable parcels of this sized and magnitude are extremely rare and come along once in a life time. While the large acreage can be downwardly valued on an economies of scale basis, the scarcity of parcels of this size makes it very uncommon and rare, and that will of course upwardly drive the intrinsic value of the Subject.

Easements and Encroachments: No apparent easements nor encroachments were observed.

According to the Nassau County Clerk's office, the subject was sold on July 2, 2021. The property was purchased by 267 W Merrick Rd., LLC for \$1,600,000 or \$64.44 per square foot of land. There was an approximately 18,000 sq. Ft. Commercial building on the site that has been demolished and the subject is currently vacant land.

The Subject is assessed at approximately \$1.5 million and the takes are approximately \$60,000 not including village taxes by the County Assessor office.

OVERVIEW OF VALUATION PROCESSES

There are three basic approaches available to the Appraiser to estimate value: the Cost Approach, the Market Approach, and the Income Capitalization Approach.

The **Cost Approach** requires the Appraiser to first estimate site value as vacant and available for development to its highest and best use. Depreciated reproduction or replacement cost-new of the improvements is then added along with entrepreneurial or developer's profit to indicate a value estimate.

The Cost Approach was not utilized due to the Subject's nature as vacant land.

The **Market Approach**, also known as the **Sales Comparison Approach**, is based on the principle of substitution and requires the comparison of recent sales transactions of properties similar to the Subject to provide a value indication. Sales are adjusted to reflect dissimilarities to the Subject based on whether they exhibit superior or inferior qualities relating to property rights conveyed, financing terms, market conditions, location, physical condition and other factors.

Sales Comparison Approach was utilized to determine value.

The **Income Approach** to value reflects the Subject's income-producing capabilities.

The two commonly used techniques of valuation associated with the Income Approach are Direct Capitalization and Yield Capitalization.

Direct Capitalization is a method utilized to convert a single year's estimate of income into a value indication. In using this method, one must

1. Project potential income from all sources that a competent owner could generate from a property.
2. Deduct an estimate of vacancy and collection allowance to arrive at Effective Gross Income;
3. Deduct operating expenses to arrive at a stabilized net operating income;
4. Develop an overall capitalization rate and compute the effective tax rate; and
5. Divide the net operating income by the combined capitalization and effective tax rates, resulting in a value estimate.

Yield Capitalization is used to convert income to value like direct capitalization. Unlike direct capitalization, yield capitalization converts the future benefits into a present value by applying an appropriate yield rate selected through an analysis of market-evidenced yields anticipated by investors. The time utilized is the typical market-derived investment-holding period.

Yield capitalization is best applied when income from the property and resale price can be forecasted with reasonable certainty.

The Income Approach was not utilized due to the Subject's status as vacant land.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the principle of substitution that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This means that a prudent buyer will pay no more for real property than the cost of acquiring an equally desirable substitute on the open market.

This is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being analyzed.

The Subject property consists of approximately 13 acres or about 566,370 square feet of land. Most if not all of the site is currently improved as athletic fields and park land.

The Sales Comparison Approach is developed by valuing the 13 acre parcel, and to accomplish this, sales were sought of similar large parcels sold as vacant land for redevelopment purposes in Nassau County.

EXPLANATION OF ADJUSTMENT PROCESS

Comparable sales are measured against the Subject based on a sequence of elements of comparison, and their differences are measured in either a percentage amount or a dollar amount. The elements of comparison are "the characteristics or attributes of properties and transactions that cause the prices of real estate to vary".⁶

Adjustments are not needed and thus not used herein when:

- There is a commonness of factors between the comparable sale and the Subject property, e.g., both have similar zoning, and/or
- The characteristic differences have little or no effect on value.

Adjustments are made in a particular sequence. The first of these are "transactional" adjustments. They are:

1. Real property rights conveyed. These were all single-tenant industrial properties, which would be delivered vacant at the time of sale. The Fee Simple were the rights conveyed in all the sales.
2. Financing terms. None of the sales included seller's financing or concessions, and no adjustments were needed.
3. Conditions of sale. All the sales were arm's length sales. No adjustments were needed for conditions of sale.
4. Expenditures made immediately after purchase. This would account for items like demolition. Renovations are not considered a transactional adjustment. No such expenditures were known to have taken place.

⁶ Appraisal Institute. THE APPRAISAL OF REAL ESTATE, 13th Ed. (Chicago: Appraisal Institute) 2008.

5. Market conditions: The market has been steadily increasing over the past 5-6 years, and there were no volatile increases or decreases during this time frame, and no time value adjustments were necessary.

Once the transactional adjustments are completed, then the property adjustments are made. These include items like, site size, building size, and land to building ratio. A larger greater land to building ratio increases the potential to expand the building, or to offer more parking. Percentage adjustments are applied to physical differences, with building and site areas adjusted on the basis of the economies of scale, where larger items sell on a smaller per unit basis. See addendum for additional comp information.

The following schedules sets forth the comparable land sales used in the report, with their adjusted and unadjusted values:

Comparable Sales Grid - Land Comps

Subject	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Address	267 Merrick Rd.	43 Woodcleft Ave.	741 S. Ocean Ave.	3301 Sunrise Hwy	233 Hempstead Ave.
City	Freeport	Freeport	Freeport	Wantagh	W. Hempstead
Date		Jan 18, 2023	Aug 15, 2023	January 15, 2022	February 28, 2022
Sale Price	\$1,600,000	\$1,400,000	\$1,300,000	\$750,000	\$1,499,000
Square Feet	24,829	6,500	16,100	9,000	22,499
Rate	\$64.44	\$215.38	\$80.75	\$83.33	\$66.63
Adjustments:					
Size	0.00%	-15.00%	0.00%	-10.00%	0.00%
Condition	0.00%	0.00%	0.00%	0.00%	0.00%
Location	0.00%	-20.00%	0.00%	-10.00%	0.00%
Utility	0.00%	0.00%	0.00%	0.00%	0.00%
Total Adjustments	0.00%	-35.00%	0.00%	-20.00%	0.00%
Adj. Sale Price	\$64.44	\$140.00	\$80.75	\$66.67	\$66.63

Comparable Sales Grid - Land Comps

Subject	Subject	Comp 5	Comp 6	Comp 7
Address	267 Merrick Rd.	5 Benson Pl	110 Bedell St.	206 Smith St.
City	Freeport	Freeport	Freeport	Freeport
Date		October 25, 2021	March 30, 2023	December 5, 2022
Sale Price	\$1,600,000	\$1,650,000	\$4,140,769	\$2,000,000
Square Feet	24,829	22,002	52,272	32,692
Rate	\$64.44	\$74.99	\$79.22	\$61.18
Adjustments:				
Size	0.00%	0.00%	10.00%	0.00%
Condition	0.00%	0.00%	0.00%	0.00%
Location	0.00%	0.00%	0.00%	0.00%
Utility	0.00%	0.00%	0.00%	0.00%
Total Adjustments	0.00%	0.00%	10.00%	0.00%
Adj. Sale Price	\$64.44	\$74.99	\$87.14	\$61.18

Sales Comparison Approach Summarized Values

There was a scarcity of sales similar to the Subject, with several located in the same village as the subject, Freeport. Comparable Sales beyond six months are used due to the Subject's immense size and acreage, and the Comps used are the best available sales that most resemble the Subject.

The following grid summarizes the unadjusted and adjusted per square foot values:

Value and Selected Rate Summary

	High	Low	Average
Unadjusted Rate	\$215.38	\$61.18	\$94.50
Adjusted	\$140.00	\$61.18	\$82.48
Selected Rate	\$75.00		
GLA	24,829		

Comp and Listing Per Unit Value Summary

As can be seen from the above schedules, for comps the unadjusted range is \$215 to \$61 per sq. ft. with an average of \$94 per sq. ft. The adjusted comps range is \$61 to \$140 per sq. ft., and an average of \$82. Based on the above analysis and summary, and using the adjusted range, the per unit value of \$75 per square foot has been selected to estimate value of the Subject. Based on this per unit value the estimated value of the Subject is:

24,829 sq. ft. @ \$75 per square foot = \$1,862,175

Indicated Value (Rounded): \$1,900,000

CONCLUSION AND FINAL VALUE ESTIMATE

Only the Sales Approach has been used to determine the Subject's estimated value. The adjusted sales indicate a tight range, and due to the Subject's size and zoning, the lower end of the adjusted comp value range has been selected at \$75 per square foot for a final value of:

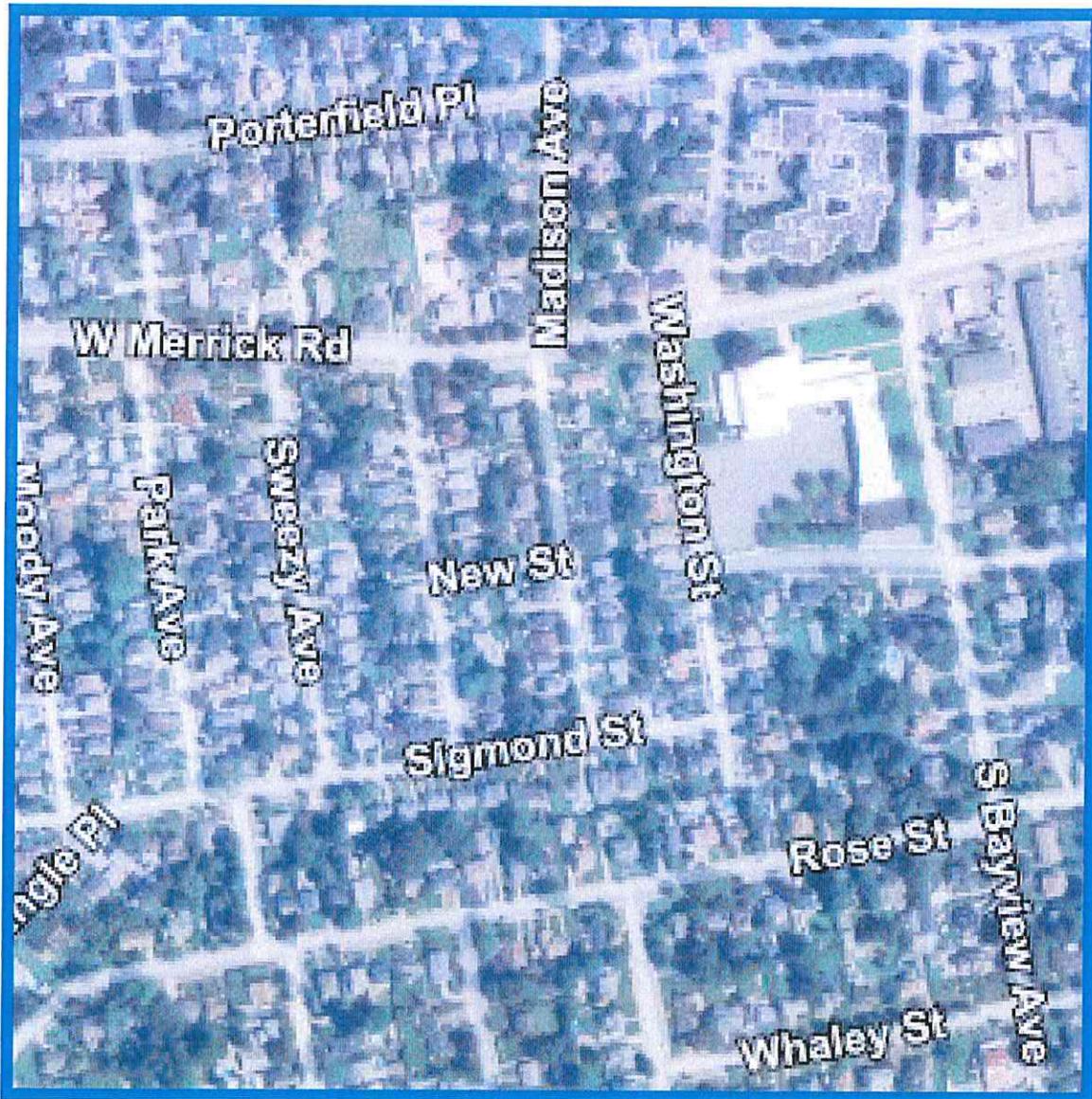
\$1,900,000

Addendum

Tax Map



Aerial View



Tax Map

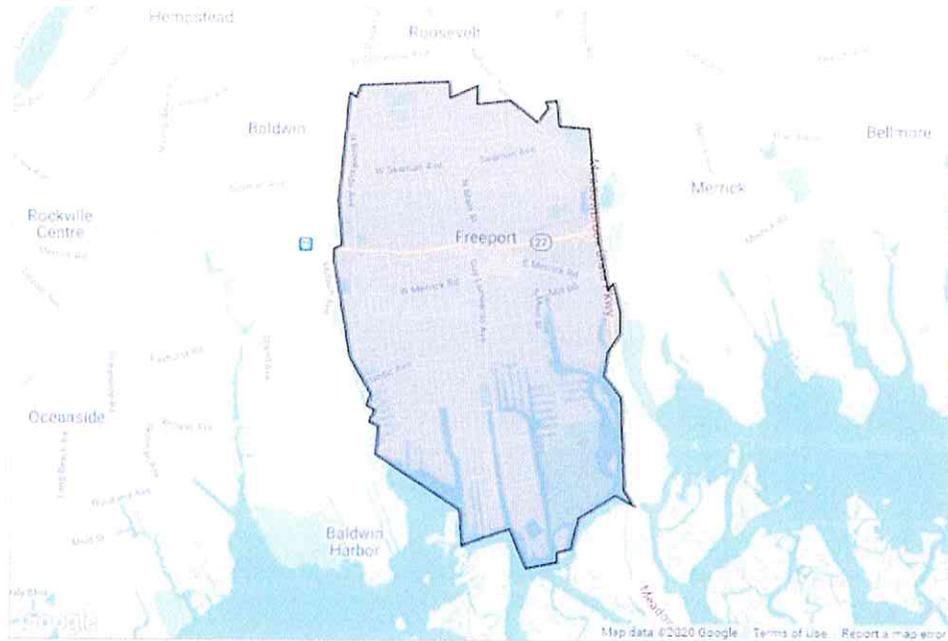


Property Resource Report - Freeport, NY



MARKET ACTIVITY REPORT

Freeport, NY 11520



Presented by
Hilary H. Becker, CPM | Broker
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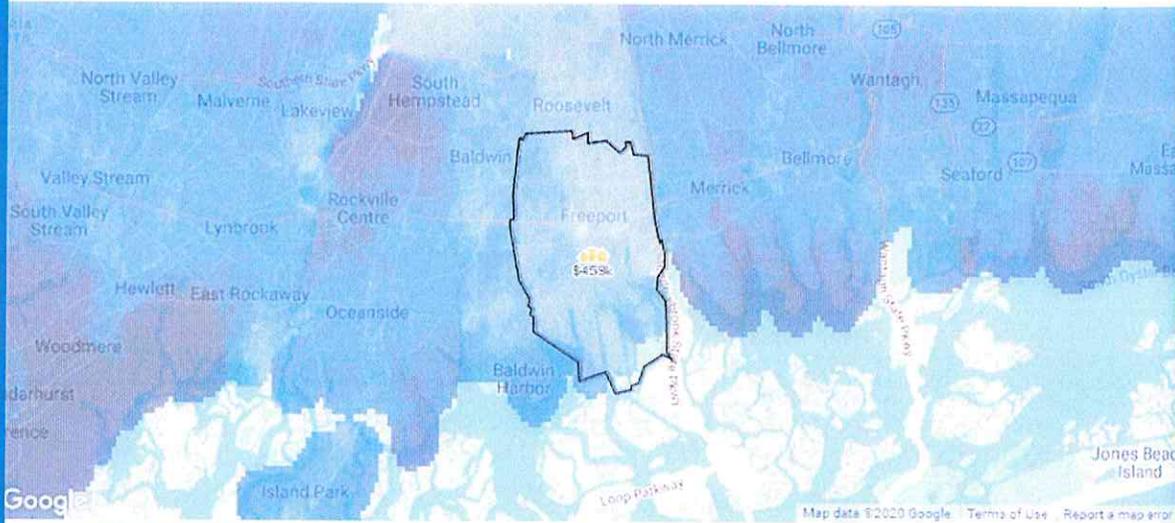
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12/2/2020

Freeport, NY 11520

Market Snapshot: Estimated Home Values



This map layer shows the average estimated home values, based on the AVMs and RVMs[®] for properties in an area. Source(s): Public records and MLS data where licensed; updated Quarterly.

Median Est. Home Value

\$459K

Updated: 11/30/2020

Change Over
Last Month

↑ **0.79%**

Change Over
Last Quarter

↓ **0.33%**

Change Over
Last 12 Months

↑ **10.57%**

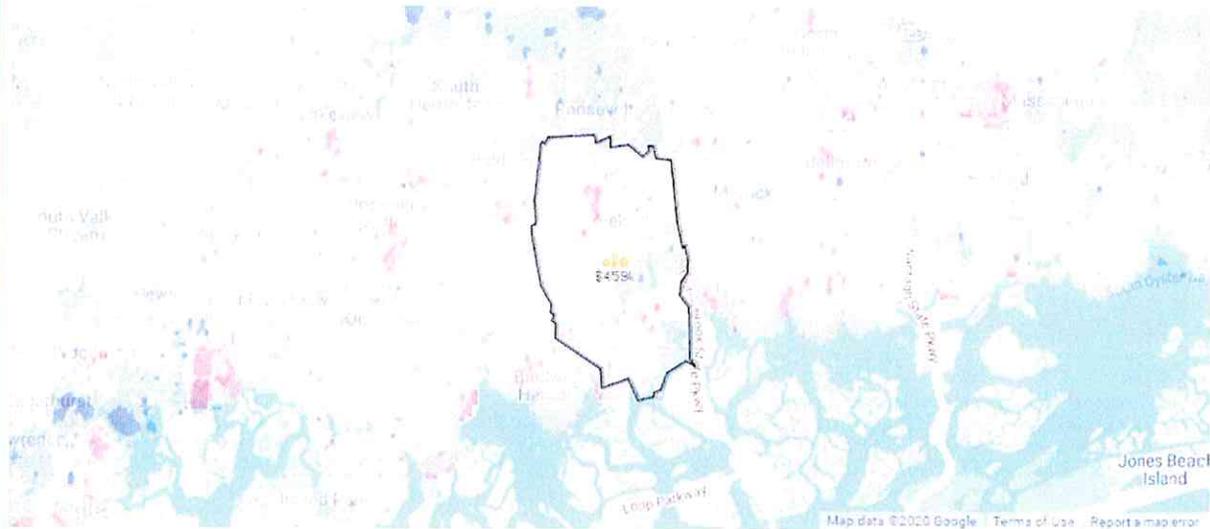
Change Over
Last 24 Months

↑ **17.95%**

About this Data: Estimated home values are generated by a valuation model and are not formal appraisals. Valuations are based on public records and MLS data where licensed. The metrics shown here reflect All Residential Properties data.

Freeport, NY 11520

Market Snapshot: 12-Month Change in Estimated Value



This map layer shows the change in estimated home values over the past 12 months, based on the AVMs and RVMs[®] for properties in an area. Source(s): Public records and MLS data where licensed; updated Quarterly.

Median Est. Home Value

\$459K

Updated: 11/30/2020

Change Over
Last 12 Months

↑ **10.57%**

Change Over
Last 24 Months

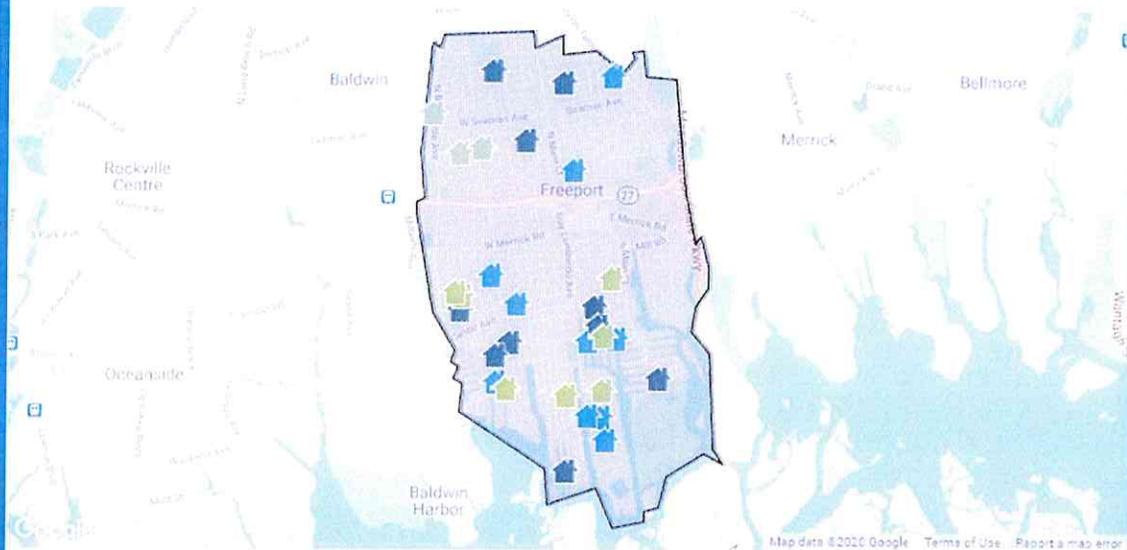
↑ **17.95%**

Change Over
Last 36 Months

↑ **24.96%**

About this Data: Estimated home values are generated by a valuation model and are not formal appraisals. Valuations are based on public records and MLS data where licensed. The metrics shown here reflect All Residential Properties data.

Market Activity Summary Stats



Search Criteria Location: Freeport, NY 11520; **Date:** Changes in the Last 3 Months; **Change Types:** New Listings, Pending, New Distressed, Recently Sold; **Property Types:** Single-Family Residence, Condo/Townhouse/Apt, Coop; **Beds:** 3 – No Max; **Baths:** 2 – No Max; **Maximum Properties per Status:** 10; **Sort Order:** Recently updated

	 New Listings	 Pending Listings	 Recently Sold
Number of Properties	10	10	10
Low Price / Value	\$313,000	\$410,000	\$330,000
Median Price / Value	\$562,000	\$514,500	\$471,500
High Price / Value	\$915,000	\$569,000	\$615,000
Average Price / Sq. Ft.	\$311	\$301	\$280
Median Price / Sq. Ft.	\$322	\$314	\$288
Average Days in RPR	25	109	166
Median Days in RPR	21	77	189
Total Volume	\$5,732,000	\$5,079,899	\$4,858,000

Comparable Sales Photos

Comp 1



Comp 2



Comp 3



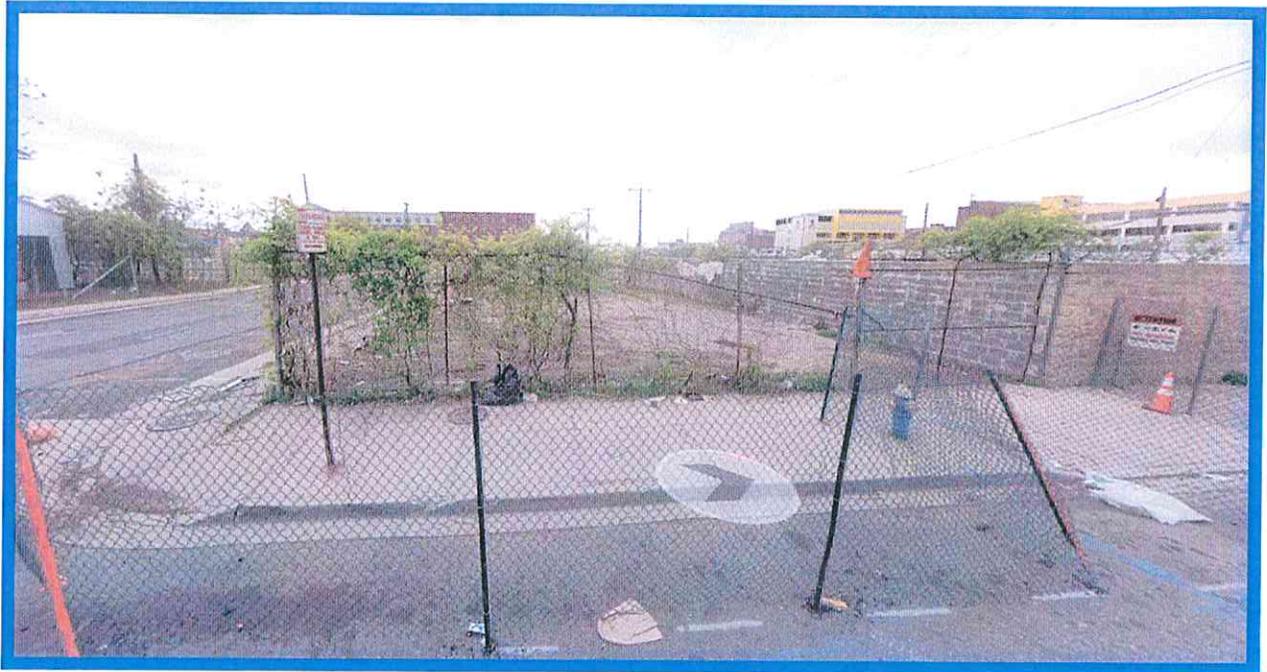
Comp 4



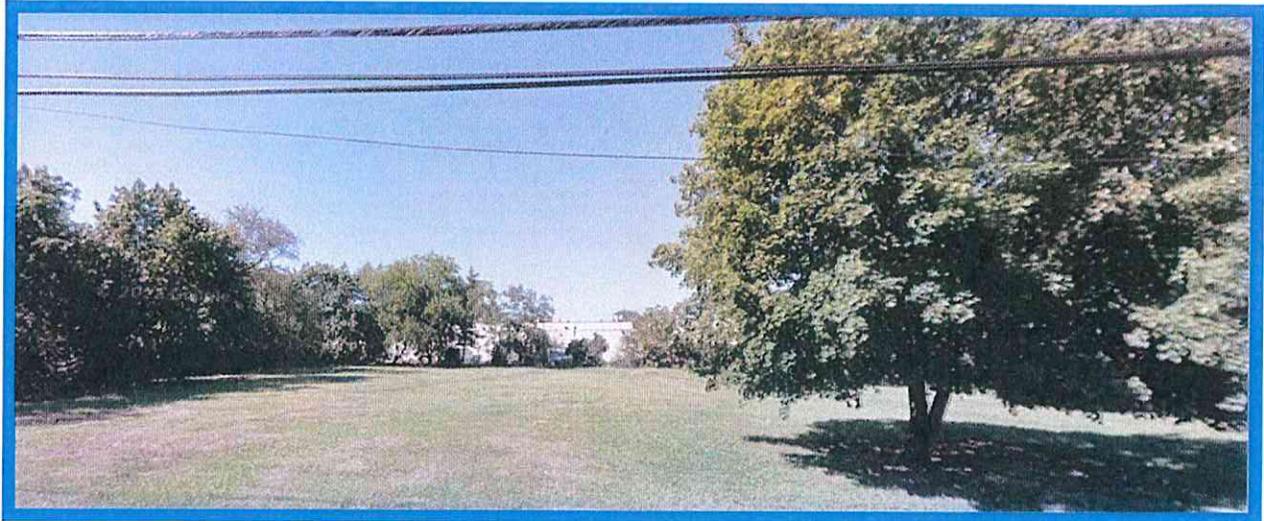
Comp 5



Comp 6



Comp 7



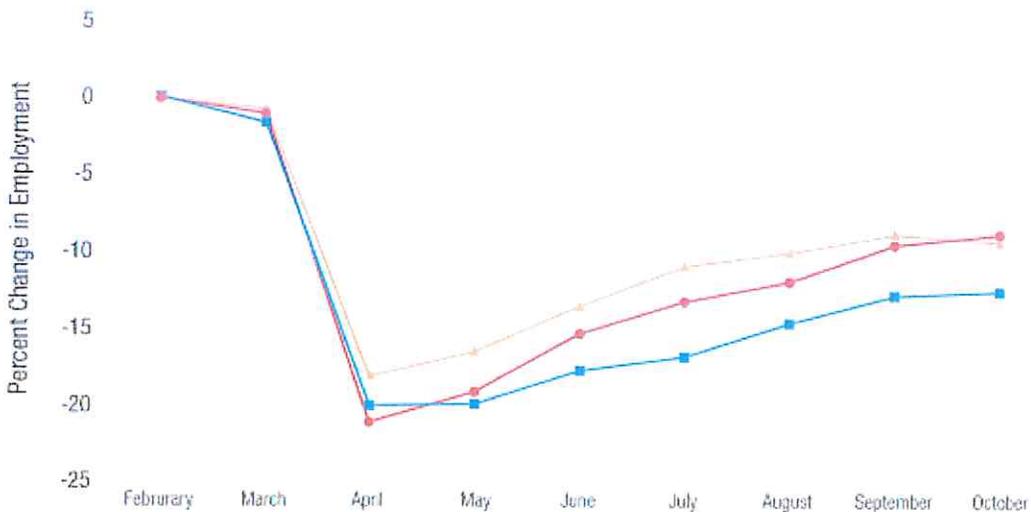
New York State Controller's Office Unemployment Report

New York State Controller's Office
Statewide Job Losses Since
February Still Above 1 Million

After losing more than 1.9 million jobs in March and April, New York State saw steady gains, averaging over 174,000 jobs in each of the following five months. That progress nearly halted in October, when statewide employment rose by less than 11,000. That brought the State's job total to nearly 8.8 million, a cumulative increase of 881,000 since April—but, still, nearly 1.1 million below pre-pandemic levels in February.

From a regional perspective, New York City lost approximately 938,000 jobs in March and April, almost half the statewide total. As a percentage of February employment, however, the downstate suburban region took a sharper hit, experiencing a decline of more than 21 percent compared to 20 percent in the City and 18.1 percent in the rest of New York State. As of October, the downstate suburbs had recovered at a faster rate than the other two regions, recouping over 58 percent of lost jobs, as shown in the nearby chart. New York City saw only slight job gains in the month of October, while the rest of the State lost more than 14,000 jobs.

Cumulative Change in Employment by Region
February - October 2020



Note: Downstate Suburbs include the counties of Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk, and Westchester
Source: New York State Department of Labor, OSC Analysis

■ New York City
● Downstate Suburbs
▲ Rest of State

Of the State's nearly 1.1 million net jobs lost from February through October, over 344,000 or almost one-third were in the leisure and hospitality sector. This includes jobs in the arts and recreation, such as theaters, spectator sports and museums, as well as those in restaurants and hotels. The health care and social assistance industry, the State's largest employment sector, accounted for over 10 percent of job losses. Many jobs in these industries are relatively low-paid compared to other sectors, as the Office of the State Comptroller [has noted previously](#). Meanwhile, professional services, with many higher-paid jobs, ranked second for net job loss, with a decline in excess of 155,000 over the period. The chart below illustrates the distribution of the State's job losses across major sectors.

APPRAISER'S QUALIFICATIONS

MR. HILARY H. BECKER, CPM
29 VASSAR PLACE
LYNBROOK, NY 11563
N.Y.S. CERTIFIED GENERAL APPRAISER
N.Y.S. LICENSED REAL ESTATE BROKER
CERTIFIED PROPERTY MANAGER®

Employment

Feb. 1991-Present

President
Becker Real Estate Appraisals, Inc.
34 Forest Avenue
Lynbrook, NY 11563

Real Property Appraisals and Services

Mr. Becker is President and founder of Becker Real Estate Appraisals, Inc. a full service real estate appraisal company. The company provides appraisal, consulting, assessment, and mass appraisal services of residential and commercial properties. The current client list includes numerous lending, and taxing authorities in the Greater New York area. Other main services include market studies, and feasibility reporting. Mr. Becker is also President of Becker Realty Services, Inc. a full service real estate brokerage, and management company. Property management services include negotiating leases, overseeing capital/construction projects, annual business plan preparation, tenant relations, and all physical plant aspects. Special projects include development of customized financial reporting systems, and using the latest computer technology to create asset and property management applications. BRESI is a member of the Long Island Board of Realtors, and Multiple Listing Services of Long Island.

May 1981-Feb. 1991

Assistant Vice President
J.P. Morgan Investment Management Inc.
Real Estate Investment Group
522 Fifth Avenue
New York, NY 10036

Real Estate Asset Management

Employed in the Asset Management Division for ten years. Responsibilities included the supervision of multi-million commercial real estate portfolios with properties located throughout the U.S. . Average portfolio size was about 2-3 million square feet (\$150-200 million) of office, industrial, and retail properties. The performance of the investments under supervision contributed to the industry leading performance of J.P. Morgan's \$2.5 billion Real Estate Fund.

Developed and managed major capital improvement projects. Responsible for reviewing annual appraisal reports and presenting in depth analyses with a recommendation on the appraiser's value to an appraisal review committee. Created discount and cap rate matrix used department wide for appraisal review presentations. Negotiated and executed leases and other real estate contracts. Participated in the acquisition and disposition of investments. Prepared analyses used as the basis for investment decisions. Prepared reports, and made investment presentations to clients. Conducted site inspections and met with borrowers, developers, and property managers. Special projects included drafting the departmental property management manual, standard monthly reports, and standard annual business plan.

Employment also included extensive experience working with troubled assets in Dallas, Texas (office) and Tempe, Arizona (industrial). These properties achieved 95% occupancy in markets with 35% vacancy rates as a result of personally developed marketing programs.

Education

Sept. 1985-May 1986	New York University Diploma in Real Estate Investment
Sept. 1981-June 1984	Pace University Bachelor of Business Administration- Major in Public Accounting
Sept. 1978-May 1981	SUNY at Farmingdale Associate of Science-Major in Business Administration

Professional & Personal Activities

June 2016	Man of the Year - Lynbrook Moms' and Dads' Club
May 2015	Small Business of the Year - Nassau County Chamber of Commerce
April 2014	Inductee - National Wrestling Hall of Fame
March 2011-Present	South Nassau Communities Hospital President's Club Member
March 2009 – Present	Lynbrook Village Trustee
May 2009	N.Y. Mets and Lynbrook Little League Spirit Award
Jan. 2006 – Present	President Nathan Hale Senior Housing Corp.
Jun. 2006 – Present	President Momma's House Inc.
November 2004	Humanitarian of the Year – Institute of Real Estate Management
Jan. 2003 – Present	President Frank J. Becker Educational Foundation
Feb. 2001-Present	Molloy College Adjunct Professor
Jul. 2000-2003	Multiple Listing Service of Long Island Board of Directors
Mar. 2000-Mar. 2001	Vice Chairman Franklin Hospital Medical Center Advisory Board
Oct. 1998-Present	C.W. Post Adjunct Professor
Jun. 1996-Jun. 2002	Legislative Committee Long Island Board of Realtors
Jan. 1997-2003	Long Island Board of Realtors Board of Directors
Jan. 1997-2002	President Long Island Board of Realtors Appraisal Division
Mar. 1996-1998	Common Interest Ownership Committee Long Island Board of Realtors
Mar. 1995-2000	National Assn. of Realtors Appraisal Section

Jan. 1995-Present	New York State Registered Mortgage Broker
Jan. 1994-Present	Long Island Board of Realtors-Appraisal Division
Dec. 1993-Present	Long Island Board of Realtors
Dec. 1993-Present	Multiple Listing Services of L.I.
May 1993-Present	New York State Licensed Real Estate General Appraiser
Jan. 1993-Present	Executive Committee Institute of Real Estate Management-NY Chapter
Jan. 1993-Dec. 1993	President Institute of Real Estate Management-NY Chapter
Dec. 1992-Dec. 2004	Catholic Charities of Long Island Real Estate Committee
Jan. 1992-Present	Lynbrook Chamber of Commerce
July 1991-Present	New York State Licensed Real Estate Broker
Jan. 1989-Dec. 1989	President J.P. Morgan Blood Program.
Sept. 1988-Present	Certified Property Manager (CPM®)
Feb. 1988-Dec. 1992	Real Estate Board of New York.
Nov. 1988-Present	President-Lynbrook Youth Athletic Assn.
Jan. 1985-Present	Sponsors for Educational Opportunity

Professional Education and Training

Property Management & Asset Management:

Leasing and Managing the Office Building (IREM 6/84)
Managing Real Estate as an Investment (IREM 6/85)
The Long Range Management Plan for Office Buildings (IREM 9/86)
Asbestos Management in Commercial and Residential Real Estate (NYU 9/87)
Preparing to meet the 90's: The Asset Management Challenge (IREM 3/88)
Regional Leadership/Education Conference (IREM 9/91)
Regional Leadership/Education Conference (IREM 9/92)
National Convention/Education Workshop (IREM 11/92)
Building Your Asset Management Skills: Asset Mgt. Symposium (IREM 3/93)
Mid-Year Leadership Convention (IREM 6/93)

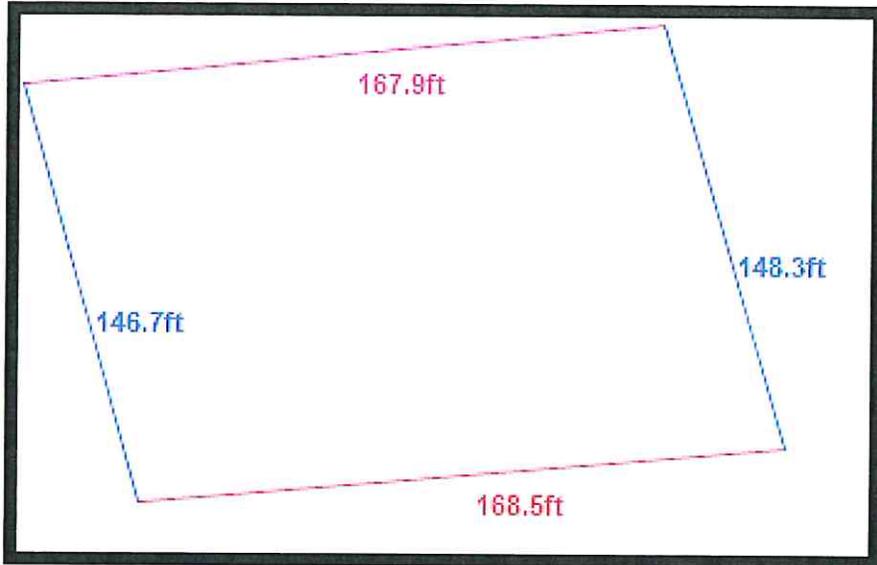
Real Estate Brokerage:

Real Property Law for Analysts (NYU 9/85)
Taxation of Real Estate (NYU 1/86)
Real Property Law for Real Estate Professionals (NYU 8/86)
New York Real Estate Salesperson Course (NYU 1/88)
Danger Areas for Brokers (NYU 3/91)
Real Estate Broker's Qualifying Course (New York Real Estate School 5/91)
LIBOR Education Conference (LIBOR 5/94)
Agency Risk Reduction (LIBOR 10/94)
Current Legal Issues of the Real Estate Transaction (LIBOR 10/94)

Appraisal, Consulting & Valuation:

Real Estate Appraisal (State R-1) (NYU 9/85)
Market Research for Analysts and Appraisers (State R-2) (NYU 9/85)
Real Estate Finance I (NYU 9/85)
Valuing Income Producing Property (State G-1) (NYU 1/86)
Real Estate Financing Transactions (NYU 1/86)
Feasibility Analysis of Real Estate Projects (NYU 1/86)
Inspect and Evaluate the Physical Condition of Office Buildings (NYU 4/88)
Fundamentals of Real Estate Appraisal and Valuation Principles (NYU 9/88)
Lotus Applications to Real Estate Investment Analysis (NYU 9/88)
Commercial Lease Analysis Using Lotus 123 (NYU 2/91)
Appraisal Ethics & Standards (State E/S) (CW Post 5/92)
Principals of Income Property Appraisals (State G-2) (NYU 12/92)
Intro. to Investment Analysis (State G-3) (SUNY Stony Brook 12/92)
HUD/FHA Property & Appraisal Guidelines (LIBOR-9/96)
USPAP Review (IFALI 05/97)
Appraiser Licensing Issues (Columbia 02/98)
71B Commercial Appraisals (LIBOR Appraisal Div. 03/99)
Tax Certiorari Appraising (LIBOR Appraisal Div. 05/99)
USPAP (LIBOR Appraisal Div. 06/00)
Commercial Construction (AILI 06/03)
Developing and Growing Appraisal Practice (5/03)
Construction Details and Trends (05/03)
Evaluating Residential Construction (04/03)
Factory Built Housing (05/05)
Developing and Growing Appraisal Practice (05/05)

USPAP Update (05/05)
Info Technology and the Appraiser (06/06)
USPAP Update (07/07)
Appraisal Trends (05/07)
Construction Details and Trends (05/07)
Appraisal Trends (03/09)
The Cost Approach (03/09)
Mortgage Fraud (03/09)
USPAP Update (03/09)
Appraising FHA (03/11)
USPAP Update (02/11)
Odd Ball Appraisals (02/11)
Minimizing Risk (02/11)
Appraising Self Storage (02/15)
Supervisor Trainee (04/15)
The Thermal Shell (04/15)
USPAP Update (04/15)
Appraising Fast Food (04/15)
USPAP Update (04/17)
Avoiding Mortgage Fraud for Appraisers (04/17)
Essential Elements of Disclosures and Disclaimers (04/17)
The Nuts and Bolts of Green Building Appraisers (04/17)
Managing Appraiser Liability (04/17)







LONG ISLAND HOUSING MARKET DATA

September 2023 vs September 2022

LONG ISLAND CLOSED MEDIAN HOME PRICE \$660,000 (+5.60%)

Data includes: 1-4 family, condo and co-op sales

NASSAU COUNTY +5.20%

\$735,000	\$699,000
Sept 2023	Sept 2022

QUEENS COUNTY +0.70%

\$690,000	\$685,000
Sept 2023	Sept 2022

SUFFOLK COUNTY +8.20%

\$595,000	\$550,000
Sept 2023	Sept 2022



Monthly Closed Sales Transactions:

2,736 (-17.90%)



Available Residential Inventory:

9,856 (-19.30%)



Monthly Pending Transactions:

2,711 (-4.80%)



YTD Closing Gross Volume:

\$17.19 Billions (-25.70%)

DATA REFERENCED IN THIS GRAPHIC REFLECTS SEPTEMBER 2023 NUMBERS GENERATED FROM ONEKEY® MLS

Sold Property Median Price for:
Location: Queens (County) & Nassau (County) & Suffolk (County) (Last 24 Months - Residential, Condo, Co-op Properties)



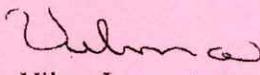
**Incorporated Village of Freeport
INTER-OFFICE MEMO**

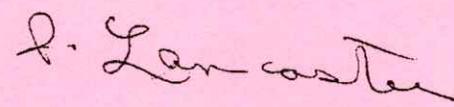
TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma Lancaster, Village Assessor
DATE: November 14, 2023
RE: Change in Assessment for 2024/2025 Tentative Assessment Roll

On May 31, 2023, the Village sold the properties known as 80-84 Albany Avenue (55/190/51-55) and 3 Buffalo Avenue (55/190/63) to The Gardens at Buffalo LLC. A request has been made based on the Agreement between parties to remove the exemptions from this property, the assessment must be changed to vacant land only for the tax years of 2024/2025, 2025/2026 and 2026/2027 and the total assessed value of the vacant land properties is 37,418 going forward for the tax years indicated.

These properties were owned by the Village and were tax exempt. In the case of 3 Buffalo Avenue, the property was tax exempt since the 1950s when the original Moxey Rigby was constructed. At the current combined AV of 227,500, the property was sold for \$17,500,000, at closing of 5/31/2023, it was agreed that the property would be assessed at vacant land value (the sale price) through February 29, 2024. On August 22, 2023 an agreement was signed to reduce the assessed value starting 3/1/2024 to 37,418. Therefore, I am requesting that the assessed values be decreased and updated as below for the Final Assessment Roll of 2024/2025.

S/B/L	Address	Current Assessed Value a/o 5/31/2023	New Assessed Value Effective 3/1/2024
55/190/51-55	80-84 Albany Avenue	7,591	7,168
55/190/63	3 Buffalo Avenue	219,909	30,250
	Total	227,500	37,418


Vilma Lancaster
Village Assessor



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

WHEREAS, on May 31, 2023, the Village sold the properties known as 80-84 Albany Avenue (55/190/51-55) and 3 Buffalo Avenue (55/190/63) to The Gardens at Buffalo LLC; and

WHEREAS, a request has been made based on the Agreement between parties to remove the exemptions from this property, the assessment must be changed to vacant land only for the tax years of 2024/2025, 2025/2026 and 2026/2027 and the total assessed value of the vacant land properties is 37,418 going forward for the tax years indicated; and

WHEREAS, these properties were owned by the Village and were tax exempt; and

WHEREAS, at the current combined AV of 227,500, the property was sold for \$17,500,000, at closing of 5/31/2023, it was agreed that the property would be assessed at vacant land value (the sale price) through February 29, 2024; and

WHEREAS, on August 22, 2023, an agreement was signed to reduce the assessed value starting 3/1/2024 to 37,418; and

WHEREAS, the Assessor is requesting that the assessed values be decreased and updated as below for the Final Assessment Roll of 2024/2025:

S/B/L	Address	Current Assessed Value a/o 5/31/2023	New Assessed Value Effective 3/1/2024
55/190/51-55	80-84 Albany Avenue	7,591	7,168
55/190/63	3 Buffalo Avenue	219,909	30,250
	Total	227,500	37,418

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review, comprised of members of the Board of Trustees give the Assessor authorization that the assessed values be decreased and updated as stated above for the Final Assessment Roll of 2024/2025.

The Clerk polled the Board as follows:

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

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

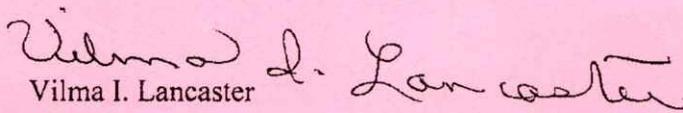
TO: Mayor Robert T. Kennedy and Board of Trustees
FROM: Vilma I. Lancaster, Village Assessor
DATE: November 15, 2023
RE: Remove Exemptions from 2023/2024 Final Assessment Roll and Tentative Assessment Roll 2024/2025

Permission is requested for the Assessor to remove from 2023/2024 Final Assessment Roll and Tentative Assessment Roll 2024/2025 an exemption that is related to Senior Property. The removal of assessed values 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 / 084 / 11	97 Lexington Ave	41800 Senior	1,964	Deceased 10/08/2023

Permission is further requested that the Board authorize the Assessor to correct the 2023/2024 Final Assessment Roll and 2024/2025 Tentative Assessment Roll and the Village Treasurer to process the required tax adjustments, provide a copy of the billing invoice to the Assessor, and issue a 2023/2024 corrected property tax bill.


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 the 2024/2025 Tentative Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 / 084 / 11	97 Lexington Ave	41800 Senior	1,964	Deceased 10/08/2023

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemptions be removed from the 2023/2024 Final Assessment Roll and the 2024/25 Tentative 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 the 2024/2025 Tentative Assessment Roll and that the Treasurer issue a corrected tax bill.

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
ASSESSMENT DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE**

To: Mayor Robert T. Kennedy and Board of Trustees

From: Vilma I. Lancaster, Assessor

Date: November 16, 2023

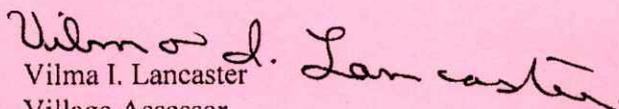
Re: Renewal of BST & Co. CPA, LLP - Auditing Services

The Assessment Department renewal contract agreement from BST & Co - Auditing Services in connection with Real Property Tax Certiorari Proceedings will not have a change for 2024. This contract agreement term is from 3/1/2024 to 2/28/2025. BST & Co provides auditing services for tax certiorari petitioners' books for the purpose of substantiating the petitioners' statement of income and expenses. BST & Co qualifications to perform such services as requested from the Village of Freeport is based on BST overall knowledge and experience of services provided to municipal governments.

BST & Co fee for the engagement amount remains the same - \$2,500 no increase in advance retainer deposit that will be credited against the value of time and expense as it accumulates. The initial retainer will apply to the matter regardless of time charges incurred and is replenished when the balance of the unspent falls below \$1,000. The standard hourly rates for billable travel time as indicated on page 3 of 8 of this year agreement, reflects an increase slightly from year to year as listed below;

	12/31/2022	12/31/2023	12/31/2024
Partners	\$350.00-\$400.00	\$365.00-\$400.00	\$365.00-\$400.00
Senior Managers	\$310.00-\$340.00	\$305.00-\$360.00	\$305.00-\$360.00
Managers	\$250.00-\$300.00	\$260.00-\$300.00	\$260.00-\$300.00
Analysts/Senior Analysts	\$190.00-\$240.00	\$190.00-\$255.00	\$190.00-\$255.00
Other Department Staff	\$110.00-\$180.00	\$115.00-\$180.00	\$115.00-\$180.00

The expenses will be charged to Budget line A 193004 545500 and is totally reimbursable from tax certiorari bond proceeds and that the Mayor be and hereby is authorized to sign any documentation necessary to approve the contract agreement with BST & Co. The mailing address is 10 British American Boulevard, Latham, NY 12110.


Vilma I. Lancaster
Village Assessor

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

WHEREAS, on September 26, 2016, the Board of Trustees awarded the RFP for Auditing Services in Connection with Real Property Tax Certiorari Proceedings to BST & Co. CPA, LLP, 26 Computer Drive West, Albany, New York, 12205 and David F. Newton, CPA, 6 Roosevelt Avenue, Port Jefferson Station, New York, 11776; and

WHEREAS, said services were to be on an as-needed basis and carried a provision for a one-year renewal if mutually accepted; and

WHEREAS, since GML §103 does not require a bid for these professional services, the Village may opt to extend the contract without re-bidding the services; and

WHEREAS, the retainer fee for the engagement amount remains the same at \$2,500.00, and a minimum fee of \$1,000.00 (no increase) will apply to the matter regardless of time charges incurred, the standard hourly rates for billable travel time of this year agreement reflects an increase slightly from year to year as listed; and

	12/31/2022	12/31/2023	12/31/2024
Partners	\$350.00-\$400.00	\$365.00-\$400.00	\$365.00-\$400.00
Senior Managers	\$310.00-\$340.00	\$305.00-\$360.00	\$305.00-\$360.00
Managers	\$250.00-\$300.00	\$260.00-\$300.00	\$260.00-\$300.00
Analysts/Senior Analysts	\$190.00-\$240.00	\$190.00-\$255.00	\$190.00-\$255.00
Other Department Staff	\$110.00-\$180.00	\$115.00-\$180.00	\$115.00-\$180.00

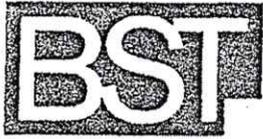
WHEREAS, these services will be charged to A193004 545500 (Judgments and Claims) and reimbursable from tax certiorari bond proceeds; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute any documents necessary to approve the one-year renewal of the proposal of BST & Co. CPA, 10 British American Boulevard, Latham, NY 12110 to provide auditing services on an as-needed basis from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

Dept copy



June 19, 2023

Village of Freeport
c/o Robert T. Kennedy, Mayor
46 North Ocean Avenue
Freeport, NY 11520

Re: Village of Freeport – Real Property Tax Certiorari Proceedings

Dear Mr. Kennedy:

This document will outline the terms of the retention of BST & Co. CPAs, LLP ("BST") in the above captioned matters. The engagement entails providing forensic accounting services to review the books and records of real property taxpayers for purposes of determining the reasonableness of the statements of income and expense in connection with tax certiorari proceedings from March 1, 2023 through February 28, 2024.

DOCUMENT AND INFORMATION NEEDS

A preliminary request for information that will enable us to undertake our forensic analyses will follow under separate cover, once retained. These engagements may include meeting(s) with the parties, an on-site visit of the business' or practice's offices and a possible inspection of the original financial records in order to accumulate all the information needed to arrive at our conclusions.

At times, based on the particular facts and circumstances of a case, the expertise of other professionals, such as real estate appraisers, industry experts, or compensation or vocational specialists may be warranted. To the extent the need presents itself in a particular case, we will inform you accordingly. Many cases do not require additional experts. The responsibility for retention of any additional professionals, however, shall not be borne by BST. The responsibility to retain said professionals lies with the Village of Freeport. If BST is requested to recommend an individual or firm to fulfill an assignment, BST shall not assume any responsibility for the work product of any other professionals retained in conjunction with this or any other assignment but may rely on their opinion(s) in formulating our opinion without the performance of any additional due diligence.



Robert T. Kennedy, Mayor
June 19, 2023
Page 2 of 8

By signing this retainer agreement, upon request by our office, you agree to provide us promptly, all information and documentation of which you have knowledge, or which is in the Village of Freeport's possession that we deem necessary in connection with our engagements. Additionally, the Village of Freeport represents and warrants that all information and documentation provided or to be provided by you is true, correct and complete to the best of your knowledge and belief.

LIMITING CONDITIONS

It must be understood that our findings may only be used for these particular matters and the communication or publishing of our findings for any other purpose without our written consent is expressly prohibited. If due to circumstances beyond our control it is our belief that we were not provided with information and documentation sufficient to perform the engagement, we will not render a conclusion or issue a report in conjunction with the engagement.

We will not perform an attest engagement (audit or review) as defined by the American Institute of Certified Public Accountants. Any use of such terms as "examine" or "review" etc., should not be construed within that context. Rather, we will perform only those procedures that we feel are necessary in our professional judgment to complete the engagement.

Our fees and the Village of Freeport's unconditional obligation for payment are not in any way contingent on our findings or the results of the ultimate settlement or decision of the Court.

Our conclusions may be based in part on representations and information obtained from others. We take no responsibility for the accuracy or veracity of such information beyond any customary due diligence that may be performed for purposes of our findings. Additionally, we do not take responsibility to update our report for those events or circumstances unknown to us or occurring after the date of our report(s).

All workpapers created by us will remain the property of BST. We will be liable only to produce or return those materials and documents supplied to us by you during an engagement upon your written request. We reserve the right to retain copies of documents that, in our opinion, are necessary to complete our file and support our conclusions. Any workpapers or other proprietary information developed by BST during the conduct of an engagement will



Robert T. Kennedy, Mayor
June 19, 2023
Page 3 of 8

only be produced in response to court order, subpoena or when requested at trial to support our expert opinion(s).

In signing this letter, the Village of Freeport further agrees to the following records retention policy. We maintain copies of those documents provided to us for a period of five (5) years from the last date of our involvement in the matter as determined by reference to our billing records. BST assumes that any documents provided us during the course of an engagement are copies and that the producing party has maintained the originals. Documents provided to us, whether in paper format, disk or other digital format, after conversion to our system, may be destroyed. BST accepts no responsibility to maintain or return documents provided to us unless a written request for the return of specific documents is submitted along with the documents produced. In that event, we will convert those documents to our system and return them to you as soon as practicable.

APPROACH TO SERVICE

Our offices will employ a client service team in providing all services under this agreement. In accordance with this approach, professionals at varying billing levels will be utilized during the course of the engagement. Each will be assigned specific tasks and/or aspects of an engagement based upon nature and complexity.

BILLING TERMS

Billings will be based on the actual time expended, plus actual disbursements. When using an automobile for travel, reimbursement will be sought at the current Federal mileage rate in effect at the time of billing. Travel time is billable at the standard hourly rates in effect for any travel time within a 50 mile radius of the office serving your case. Any travel time outside the 50 mile radius will be billed at discounted hourly rates, i.e., 40% of standard rates outlined below. Our current hourly rates are as follows:

Partners and Directors	\$365.00-\$400.00
Senior Managers	\$305.00-\$360.00
Managers	\$260.00-\$300.00
Analysts/Senior Analysts	\$190.00-\$255.00
Other Department Staff	\$115.00-\$180.00



Robert T. Kennedy, Mayor
June 19, 2023
Page 4 of 8

The fee for this engagement is payable as follows: \$2,500 advance retainer deposit, that will be credited against the value of time and expense as it accumulates. Please be advised that the ultimate fee will probably exceed the retainer deposit. The initial retainer is replenishable when the balance of the unspent retainer falls below \$1,000. All charges will be billed periodically, normally not less than monthly, and payment of our invoices in excess of the balance of any retainer deposit is expected upon their receipt. All outstanding fees are payable before trial and/or the communication of our findings. The above hourly rates will remain in effect until December 31, 2023, at which time they will be redetermined. A minimum fee of \$1,000 will apply to this matter regardless of time charges incurred. Once charges are billed and paid, they are deemed final and are not subject to further modification or future disgorgement. If a matter proceeds to trial, we reserve the right to require an additional trial retainer to be applied against time and expense incurred in preparation and trial attendance. The extent of trial preparation will be based solely on our judgment.

Please carefully review all invoices. If you believe any invoices to be in error or have any objections, you shall notify our office in writing of each contested time or expense charge and the reason underlying each objection. If we do not receive such written notice of error or objection within fifteen (15) days of the date of the invoice, the invoice will be deemed final, fair and accurate in all respects and will not be subject to future dispute or modification. Our billings, and your unconditional requirement to pay them, are not in any way contingent on the ultimate resolution of a matter. All outstanding balances are immediately due and payable upon the settlement of a case or the completion of any required court testimony.

You have the unconditional right to terminate our services. In addition, we have the unconditional right to withdraw our representation immediately upon written notice. In that event, any unexpired retainer will be refunded as soon as practicable. Similarly, any unbilled time and expense will be billed and, together with any unpaid invoices, will become immediately due and payable.

We reserve the right to discontinue services if billings are not paid within 30 days of being rendered or when otherwise due sooner under this agreement. If any outstanding bills regarding a matter are turned over to a third party for collection, it is agreed that all costs related to that action will be the Village of Freeport's responsibility, including attorney's fees of the greater of \$7,500 or 15% of the outstanding balance, which is hereby agreed to be just and reasonable. Interest at the rate of 9% per annum will be added to any balance outstanding for more than 30 days. The total liability of BST including our partners and employees, for any and all claims or counterclaims related to this engagement, is limited to the total fees paid to us for work performed on this engagement.



Robert T. Kennedy, Mayor
June 19, 2023
Page 5 of 8

BST will not have any obligation to issue a report or other document, or communicate its research, analysis, or conclusions, and will not have any obligation to appear for or provide written or oral testimony or evidence at trial, deposition or elsewhere, until your account is paid in full and retainer requirements met or unless alternative payment arrangements have been mutually agreed to in writing between BST and the Village of Freeport. BST will have no liability to the Village of Freeport, or any other person, by reason of suspension of services or withdrawal, due to the Village of Freeport's failure to pay all amounts due BST.

In the event we are compelled by subpoena, court order or government regulatory agency to appear at any proceeding as a result of our involvement in a case or to provide documents received or generated in this case, even if subsequent to the resolution of the case by settlement or adjudication, the Village of Freeport agrees to reimburse us for all expenses incurred in compliance thereof, as well as compensate us at the hourly rates in effect at the time and upon the same terms and conditions provided in this retainer agreement.

By signing this agreement, the Village of Freeport agrees to immediately inform us in writing of any disposition of each case by court decision, settlement or discontinuance of the action.

ENFORCEMENT, JURISDICTION AND SEVERABILITY

This agreement is governed by the laws of New York State and any enforcement action(s) that may be necessary due to the breach of the terms of this agreement or any and all other claims which may arise regarding the services covered by this agreement, are subject to venue in Albany County, New York.

This agreement constitutes the entire agreement and cannot be modified or amended in any way unless in writing executed by all parties. Any claim of oral amendment to this agreement shall be deemed unenforceable, null and void. This agreement will remain in full force and effect between you and any successor to BST unless objected to in writing by you, the client, within 30 days written notice by BST.

If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall have no effect upon and shall not impair the enforceability of any other provision of this agreement, which shall continue to be and remain in full force and effect.



Robert T. Kennedy, Mayor
June 19, 2023
Page 6 of 8

CONFIDENTIALITY

Our services are confidential. All steps deemed reasonable by BST will be taken to control access or availability of any documents and records related to this matter.

In the interest of facilitating these engagements, we routinely communicate by facsimile transmission or electronic mail (e-mail) over the Internet. Such communications may include information that is deemed confidential. If you consent to the use of facsimile and/or e-mail communications for these matters, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent. Accordingly, we take no responsibility for any unauthorized or unintended interception of these communications or access to them. Your execution of this retainer agreement will be deemed to constitute your consent to our use of these communication media.

SCHEDULING

It is agreed that our offices will be consulted by counsel prior to the setting of any conference and/or trial dates to avoid scheduling conflicts. Should such scheduling conflicts result, all reasonable efforts will be expended by all parties to resolve them. In the event that scheduling orders are issued and/or trial dates are set by the Court, our offices must be notified immediately by counsel. In any event, we will require a minimum of 30 days after receipt of all information and documentation deemed necessary by us before we can issue our reports in these matters.

CONFLICTS

We have determined that we have no known conflicts in accepting this engagement. We have, however, regular occasion to work with many lawyers. Due to our extensive forensics/litigation practice, it may be that we have been involved with the lawyers and/or their firms on other matters. We do not, however, deem such involvement or interaction a professional or ethical obstacle to accepting this engagement, and assure you that in no way would it impede our professional objectivity in this matter.



Robert T. Kennedy, Mayor
June 19, 2023
Page 7 of 8

ACCEPTANCE AND CLOSING

This is a legally binding contract. By signing, you represent that you read the entire agreement, understand its terms and, if found advisable, sought the advice of counsel in executing this agreement. We recommend you do so. The written representations and terms contained herein constitute the entire agreement. Any amendments must be in writing and executed by both parties.

We would like to thank you for this opportunity to be of service. Should the terms of the arrangement be satisfactory, please indicate your understanding and agreement of the terms contained herein by signing the original of this agreement in the space provided and returning it, together with the retainer amount, as soon as possible so that we may commence planning and scheduling engagements. No work will commence on these engagements until the signed agreement and retainer amount has been received. A copy of the undersigned's curriculum vitae is attached for your review.

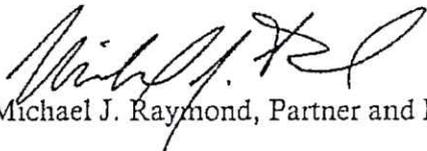
Per our agreement and pursuant to New York State's Electronic Signatures and Records Act, you agree that a signed digital (electronic) copy of this agreement will have the same legal validity and effect as an original signed version.

Please direct all mailings to our central administrative office at 10 British American Boulevard, Latham, New York 12110, to ensure prompt attention and response.

Very truly yours,

BST & Co. CPAs, LLP

Valuation, Forensic & Litigation Group



Michael J. Raymond, Partner and Practice Leader

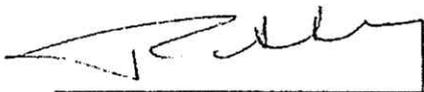
Enclosures



Robert T. Kennedy, Mayor
June 19, 2023
Page 8 of 8

We request an executed copy of this agreement for our files.

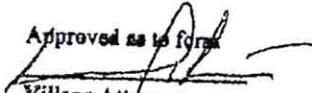
I have read each page and provision of this Agreement and understand and agree to its terms.


Robert T. Kennedy, Mayor 7/12/23 (Mayor)
Date

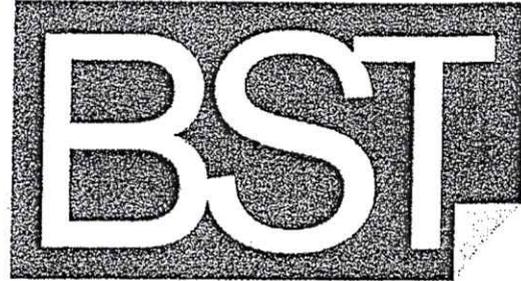
Address: 46 N Ocean Ave. Freeport NY 11520

Tel: 516-877-2252

Email: _____

Approved as to form

Village Attorney
7/11/2023





Michael J. Raymond, CPA, ABV, CFF
Partner & Practice Leader – Valuation,
Forensic Accounting & Litigation Support

Professional Experience

- Court Appointed expert in New York State Supreme Court, New York, Kings, Queens, Rockland, Westchester, Albany, Saratoga and Schenectady Counties, and The High Court of Justice, London, United Kingdom
- Testified and qualified as an expert in New York State Supreme Court, New York, Westchester, Richmond, Rockland, Orange, Albany, Rensselaer, Onondaga, and Franklin Counties
- Personally involved in over one thousand (1,000) independent business, professional practice, license and advanced degree valuations prepared in connection with matrimonial matters, shareholder actions, buy/sell agreements, commercial litigation, mergers/acquisitions, estate and gift transactions
- Personally prepared appraisals of equity-based compensation awards, including stock options, restricted stock units, (RSUs) and stock appreciation rights (SARs)
- Personal involvement in numerous fraud, forensic accounting, income and asset tracing engagements
- Retained and testified as economic expert in personal injury and wrongful death matters

Positions Held

- Partner in Charge, Valuation & Litigation Services Group – BST & Co. CPAs, LLP, Albany and New York, New York, 2018 – present
- Partner – BST & Co. CPAs, LLP, Albany and New York, New York, 2003 – 2017
- Senior Manager – BST Valuation & Litigation Advisors, LLC, 2001 – 2003
- Manager- Valuation & Litigation Services Group, Bollam, Sheedy, Torani & Co., LLP, CPAs, Albany, New York, 2000 – 2001
- Senior Valuation Analyst - Bollam, Sheedy, Torani & Co., LLP, CPAs, Albany, New York, 1999 – 2000
- Manager - Financial Planning and Analysis, Kaiser Permanente – Northeast Division, national Health Maintenance Organization, 1998 – 1999

- Senior Accountant - national certified public accounting firm of Urbach, Kahn & Werlin, PC, CPAs, Glens Falls, New York and Washington, D.C., 1994 – 1997
- Staff Accountant - Urbach, Kahn & Werlin, PC, CPAs, 1993
-

Education

- Graduate of Siena College, Loudonville, New York, Bachelor of Business Administration in Accounting
- More than forty hours continuing professional education annually, concentrated in Business Valuation, Fraud, Forensic Accounting and Litigation Support

Professional Activities

- Member of the American Academy of Matrimonial Lawyers (AAML) Foundation, Forensic and Business Valuation Division
- Member of the National Association of Divorce Professionals (NADP) as well as the NYC Union Square/Flatiron Chapter
- Member of the Non-Lawyer Family Law Related Professionals Committee of the New York State Bar Association (NYSBA)
- Appointed to the ad hoc committee on Maintenance Guidelines legislation, 2014-2015
- American Institute of Certified Public Accountants (AICPA)
- New York State Society of Certified Public Accountants (NYSSCPA)
- Licensed Certified Public Accountant (CPA) - State of New York, April 1997
- Certificate for Educational Achievement in Business Valuation from the American Institute of Certified Public Accountants
- Certified in Financial Forensics (CFF), American Institute of Certified Public Accountants, August 2008
- Accredited in Business Valuation (ABV), American Institute of Certified Public Accountants, February 2000

Presentations

- October 2022 – “Special Purpose Acquisition Companies (SPACs)”, New York Chapter of the American Academy of Matrimonial Lawyers (AAML), Canandaigua, NY
- July 2022 – “Demystifying Cryptocurrency: Identifying, Valuing and Distributing Cryptocurrency in Matrimonial Matters”, New York State Bar Association, Family Law Section, Newport, RI
- October 2021 – “Surfing the Waves of COVID-19, Challenges in Developing a Credible and Defensible Valuation Opinion in the Wake of the Pandemic”, American Academy of Matrimonial Lawyers, Lake George, NY

- July 2019 – “Forensic Puzzles: Deeper Dive into Hidden Income and Assets, Lifestyle Analysis and Forensic Accounting”, New York State Bar Association, Family Law Section, Saratoga Springs, NY
- June 2019 – “Unraveling the New Tax Law’s Impact on Domestic Relations Law & Extended Updates”, New York State Bar Association, Family Law Section, Mineola, NY and Albany, NY
- May 2019 – American Academy of Matrimonial Lawyers, New York, NY
- May 2018 – Speaker and Panelist for American Academy of Matrimonial Lawyers, Continuing Legal Education Seminar, “New Tax Law Effects on Business Valuation”
- February 2018 – Speaker for BST & Co. CPAs LLP presentation to Matrimonial Attorneys in New York, New York, “Tax Law Mega-Millions, How the Law Affects You and Your Clients”
- October 2017 and March 2018 – Guest Lecturer, Siena College, Advanced Fraud and Forensic Accounting Graduate Course, “Litigation Support and Business Valuation”
- October 2017 – Speaker and Panelist for Young Associate Matrimonial Society (YAMS) Continuing Legal Education Seminar, “Matrimonial Attorneys and Forensic Accountants Working in Harmony”
- April 2017 – Speaker for the American Bar Association, Webinar, “Using Personal Tax Returns in Formulating Your Maintenance and Property Division Case”
- November 2016 – Speaker for BST & Co. CPAs LLP, Continuing Professional Education Seminar, “Financial Statement Analytics in Valuation & Litigation”
- October 2016 – Speaker and Panelist for American Academy of Matrimonial Lawyers, Continuing Legal Education Seminar, “Support and Equitable Distribution Issues in Executive Compensation: From Incentive to Severance”
- May 2016 – Speaker and Panelist for American Academy of Matrimonial Lawyers, Continuing Legal Education Seminar, “When Valuing an Interest in a Professional Practice or Personal Services Business, What is Appropriate Standard of Value and What Income is Available for Maintenance in View of the New Maintenance Guidelines?”
- April 2016 – Speaker and Panelists for New York State Bar Association, Family Law Section Continuing Legal Education Seminar, “Business Valuation in Connection with a Matrimonial Matter”
- October 2015 – Speaker and Panelist for the New York Bar Association, Family Law Section Seminar, “Using the Tax Return in Developing Your Equitable Distribution Case”
- October 2015 – Speaker for the Nassau County Bar Association Dean’s Hour, “The New Maintenance Guidelines”
- May 2015 – Speaker and Panelist for the New York State Bar Association, Family Law Section Seminar, “Divorce Anniversaries II: Valuation and Executive Compensation”
- October 2014 – Speaker SaxBST presentation, “Holistic Planning in Divorce and Separation”
- December 2013 - Speaker and Panelist for the New York State Bar Association, Family Law Section Seminar, “Matrimonial Trial Institute IV: A Mock Financial Trial”
- July 2011 - Speaker and Panelist for the American Bar Association, webinar presentation entitled, “Mining Individual, Corporate & Partnership Tax Returns”
- June 2011 - Speaker and Panelist on Statements on Standards for Valuation Services (SSVS) for American Academy of Matrimonial Lawyers (AAML), New York Chapter

- February 2011 - Speaker on Tax Return Analysis, presented for the Matrimonial Law Committee, Association of the Bar of the City of New York
- November 2009 - Guest Lecturer on Business Valuation, Albany Law School, "Introductory Accounting, Finance and Auditing for Lawyers"
- May 2005 – 2008 - Participant and Instructor at the American Bar Association Family Law Institute, Houston, Texas, May 2005, 2006, 2007 and Denver, Colorado May 2008
- February 2003 - Panelist and Speaker on "Business Valuation" at Educator's Night, Presented by The Northeast Chapter of the New York State Society of Certified Public Accountants

Publications and Other Creative Activity

- March 2015 – Prepared seminar materials for the New York State Bar Association, Family Law Section Seminar, "Divorce Anniversaries II: Valuation and Executive Compensation"
- December 2012 - Prepared seminar materials for the New York State Bar Association, Family Law Section seminar, "Matrimonial Trial Institute III: Trial Techniques and Strategies"
- October 2009 - "For Asset Managers, The Risk is in The Return", *MatAlert Volume IX*
- June 2003 - "Avoiding Duplication in Business and Enhanced Earnings Valuation, Maintenance and Child Support", Matlaw CLE Seminar "How to Try Your Divorce Case-Practice/License Valuation, Duplication Analysis and Income Reassignment Method", Rochester, New York
- January 2003 - "Small Business Valuation", The Albany & Adirondack Chapters of the Institute of Management Accountants, Albany, New York, January 2003
- September 2002 - "What Matrimonial Attorneys Should Know About Stock Options and Property Division", *New York Family Law Monthly*

Industry Appraisal Experience

- Start-up and venture capital enterprises
- Hedge Funds, Private Equity Funds and Alternative Investment Managers
- Commercial and Residential Real Estate Development, Construction, Management
- Heavy Construction
- Real Property and Other Asset Holding Enterprises
- Automobile, Boat, RV and Equipment Dealerships
- Insurance Companies, Brokerages and Agencies
- Agriculture and Cannabis
- Investment Managers, Brokers, Specialists
- Professional Service Firms – Law, Engineering, Architects, Accounting, Financial Planning
- Medical Groups, Practices, Hospitals, Surgery Centers
- Intellectual Property
- Technology Companies
- Pharmaceutical Companies
- Cosmetics
- Apparel and Accessories

- Retail
- Broadcast, Radio, TV
- Power, Electricity, Gas, Utility Production, Transmission and Brokerage
- Manufacturing and Wholesale
- Hotel, Restaurant, Catering, Hospitality
- Franchises
- Import/Export Enterprises, Customs Brokerages
- Executive Recruiting/Head Hunters
- Warehousing, Delivery, Logistics
- Personal Goodwill, Creative Works and Celebrity
- Printers, Publishers
- Public Relations, Marketing, Advertising

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

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: November 16, 2023

RE: Annual Subscription Renewal for 3/1/24 to 2/29/25 of ATTOM DATA Acquired GeoData Plus, LLC on 7/7/2021

The Assessment Department has a need to renew a property sales program that covers Nassau County. The Freeport property information will be used as a tool in decisions relative to property sales comparable, detail property reports, liens, listings, property zoning map and aerial photographs as part of the recertification process and also aid in the grievance process. The total cost of the annual subscription is \$558.90 and no increase for the 2024/2025 fiscal year and it will be charged to A135504 542800 Service Contracts & Repairs.

The agreement is with ATTOM DATA, Dept. LA 24693, Pasadena, CA 91185-4693


Vilma I. Lancaster
Assessor

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

WHEREAS, the Assessment Department has a need to renew a property sales program that covers Nassau County; and the Freeport property information will be used as a tool in decisions relative to property sales comparisons, detail property reports, liens, listings, property zoning maps, and used as part of the recertification process and grievance process; and

WHEREAS, this service is provided by ATTOM DATA, Dept. LA 24693, Pasadena, CA 91185-4693, in the amount of \$558.90; and

WHEREAS, the licensing period will run from March 1, 2024 through February 28, 2025 at a cost of \$558.90 with no increase for the 2024/2025 year; and

WHEREAS, this expense will be charged to budget line A135504 542800 Service Contracts & Repairs; and

THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Assessor, Board approve and the Mayor be and hereby is authorized to contract for the renewal of the subscription with ATTOM DATA, Dept. LA 24693, Pasadena, CA 91185-4693, in the amount of \$558.90 for a period running from March 1, 2024 through February 28, 2025.

The Clerk polled the Board as follows:

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

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

DIRECTIVE

TO: Vilma I. Lancaster, Village Assessor January 11, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 9, 2023:

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

WHEREAS, the Assessment Department has a need to renew a property sales program that covers Nassau County; and the Freeport property information will be used as a tool in decisions relative to property sales comparisons, detail property reports, liens, listings, property zoning maps, and used as part of the recertification process and grievance process; and

WHEREAS, this service is provided by ATTOM DATA, Dept. LA 24693, Pasadena, CA 91185-4693, in the amount of \$558.90; and

WHEREAS, the licensing period will run from March 1, 2023 through February 29, 2024 at a cost of \$558.90 with no increase for the 2023/2024 year; and

WHEREAS, this expense will be charged to budget line A135504 542800 Service Contracts & Repairs; and

THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Assessor, Board approve and the Mayor be and hereby is authorized to contract for the renewal of the subscription with ATTOM DATA, Dept. LA 24693, Pasadena, CA 91185-4693, in the amount of \$558.90 for a period running from March 1, 2023 through February 29, 2024.

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 15, 2023

To: Mayor Robert T. Kennedy

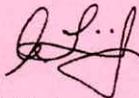
From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Recommendation - Bid #23-10-ELEC-674
Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers

At the bid opening on October 31, 2023, the Electric Department received one bid in response to its advertisement for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers.

Based on the Utility's attached analysis, the sole bidder – Technology International Inc. - was non-responsive as this bidder failed to comply with the specifications.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the non-responsive bid proposal submitted for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers by Technology International Inc., 1331 S International Pkwy, Suite 2251, Lake Mary, FL 32746 be rejected.



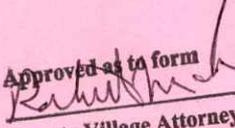
Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village
of Freeport, ou=Freeport Electric,
email=alivingston@freepor electric.co
m, c=US
Date: 2023.11.16 13:36:55 -05'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on September 26, 2023, the Board authorized the Village Clerk to advertise a Notice to Bidders for the “Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers, Bid #23-10-ELEC-674”; and

WHEREAS, at the bid opening on October 31, 2023, the Electric Department received one (1) bid in response to its advertisement; and

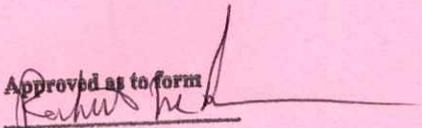
WHEREAS, the only bidder was submitted by Technology International Inc., 1331 S International Pkwy, Suite 2251, Lake Mary, FL 32746; and

WHEREAS, Technology International Inc. was non-responsive as this bidder failed to comply with the specifications; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the bid received on October 31, 2023 for the “Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers”, Bid #23-10-ELEC-674, be rejected.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

**23-10-ELEC-674 Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage,
Distribution Transformers
Bid Review**

Summary:

Only one bid was received. The lone bidder is Technology International Inc. (TII). TII's proposes furnishing the various transformers listed in Table 1 manufactured by Larson Electronics and submitted their data sheets. The bidder failed to explicitly itemize their exceptions in Appendix A of the proposal, as required by Paragraph 4.2, only stating, "Please see our TII proposal" and as such was assumed to be in full compliance with the specification. However, upon a thorough review of the supplied data sheets FE has determined none of the proposed transformers meet the specification (see analysis below) and thus TII's bid is rejected. As TII was the only bidder, the bid cannot be awarded.

General Analysis:

Paragraph 1.9 of the Specifications requires the first delivery shall be made within 210 days of issuance of a purchase order.

The bid proposal estimates first delivery at 40-50 weeks (280-350 days) after receipt of order.

The proposed delivery is significantly longer than the specification, however FE understands that lead times across the utility industry are significantly higher than historic levels. Thus, the extended leads times would be acceptable to FE.

Transformer Analysis:

Item no. 1: 15 kVA 13800 GRD Y/7970 – 120/240 Single High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. The bid item has Dual Primary Bushings rather than the specified single bushing.
2. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
3. Paragraph 4.1(c) Percent average exciting current was not provided.
4. Paragraph 4.1(f) & (g) Only one weight is listed which is assumed to be the total weight meaning the weight of the core and coil was not provided.
5. Paragraph 4.1(h) Gallons of insulating liquid was not provided.
6. Paragraph 1.2 the transformer's data sheet does not list compliance with DOE efficiency standard 10 CFR Part 431 for distribution transformers nor does it provide the necessary information to determine compliance (Efficiency @ 50%).¹
7. Paragraph 2.4 the transformer's data sheet does not list compliance with any of the listed standards.

Based on the issues above TII's bid for item no 1 is **REJECTED**.

¹ 10 CFR Part 431.196

Item no. 2: 25 kVA 13800 GRD Y/7970 – 120/240 Single High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. The bid item has Dual Primary Bushings rather than the specified single bushing.
2. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
3. Paragraph 4.1(c) Percent average exciting current was not provided.
4. Paragraph 4.1(f) & (g) Only one weight is listed which is assumed to be the total weight meaning the weight of the core and coil was not provided.
5. Paragraph 4.1(h) Gallons of insulating liquid was not provided.
6. Paragraph 2.19 The list weight exceeds the specified maximum.
7. Paragraph 1.2 the transformer's data sheet claims compliance with the "DOE 2016 standard" However, the listed efficiency² of 98.70% does not meet or exceed the DOE Standard of 98.95%.³

Based on the issues above TII's bid for item no 2 is **REJECTED**.

Item no. 3: 37.5 kVA 13800 GRD Y/7970 – 120/240 Single High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. The bid item has Dual Primary Bushings rather than the specified single bushing.
2. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
3. Paragraph 4.1(c) Percent average exciting current was not provided.
4. Paragraph 4.1(f) & (g) Only one weight is listed which is assumed to be the total weight meaning the weight of the core and coil was not provided.
5. Paragraph 4.1(h) Gallons of insulating liquid was not provided.
6. Paragraph 1.2 the transformer's data sheet does not list compliance with DOE efficiency standard 10 CFR Part 431 for distribution transformers nor does it provide the necessary information to determine compliance (Efficiency @ 50%).⁴
7. Paragraph 2.4 the transformer's data sheet does not list compliance with any of the listed standards.

Based on the issues above TII's bid for item no 3 is **REJECTED**.

Item no. 4: 50 kVA 13800 GRD Y/7970 – 120/240 Single High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. The bid item has Dual Primary Bushings rather than the specified single bushing.

² While the listed efficiency does not specify the per-unit load, 10 CFR Appendix-A-to-Subpart-K-of-Part-431 7.0 requires, "Representations made at a per-unit load and/or reference temperature other than those required to comply with the energy conservation standards at § 431.196 must be in addition to, and not in place of, a representation at the required DOE settings for per-unit load and reference temperature." So according the efficiency is assumed to be at 50% load.

³ 10 CFR 431.196(b)(2) efficiency of liquid-immersed distribution transformer manufactured on or after January 1, 2016. 25 kVA

⁴ 10 CFR Part 431.196

2. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
3. Paragraph 4.1(c) Percent average exciting current was not provided.
4. Paragraph 4.1(f) & (g) Only one weight is listed which is assumed to be the total weight meaning the weight of the core and coil was not provided.
5. Paragraph 1.2 the transformer's data sheet does not list compliance with DOE efficiency standard 10 CFR Part 431 for distribution transformers nor does it provide the necessary information to determine compliance (Efficiency @ 50%).⁵
6. Paragraph 2.4 the transformer's data sheet does not list compliance with any of the listed standards.

Based on the issues above TII's bid for item no 4 is **REJECTED**.

Item no. 5: 75 kVA 13800 GRD Y/7970 – 120/240 Single High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. The bid item has Dual Primary Bushings rather than the specified single bushing.
2. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
3. Paragraph 4.1(c) Percent average exciting current was not provided.
4. Paragraph 4.1(f) & (g) Only one weight is listed which is assumed to be the total weight meaning the weight of the core and coil was not provided.
5. Paragraph 4.1(h) Gallons of insulating liquid was not provided.
6. Paragraph 2.19 The listed height exceeds the specified maximum.
7. Paragraph 1.2 the transformer's data sheet does not list compliance with DOE efficiency standard 10 CFR Part 431 for distribution transformers nor does it provide the necessary information to determine compliance (Efficiency @ 50%).⁶
8. Paragraph 2.4 the transformer's data sheet does not list compliance with any of the listed standards.

Based on the issues above TII's bid for item no 5 is **REJECTED**.

Item no. 6: 100 kVA 13800 GRD Y/7970 – 120/240 Single High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. The bid item has Dual Primary Bushings rather than the specified single bushing.
2. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
3. Paragraph 4.1(c) Percent average exciting current was not provided.
4. Paragraph 4.1(f) & (g) Only one weight is listed which is assumed to be the total weight meaning the weight of the core and coil was not provided.
5. Paragraph 4.1(h) Gallons of insulating liquid was not provided.
6. Paragraph 2.19 The listed height exceeds the specified maximum.
7. Paragraph 1.2 the transformer's data sheet does not list compliance with DOE efficiency standard 10 CFR Part 431 for distribution transformers nor does it provide the necessary information to determine compliance (Efficiency @ 50%).⁷

⁵ 10 CFR Part 431.196

⁶ 10 CFR Part 431.196

⁷ 10 CFR Part 431.196

8. Paragraph 2.4 the transformer's data sheet does not list compliance with any of the listed standards.

Based on the issues above TII's bid for item no 6 is **REJECTED**.

Item no. 7: 167 kVA 13800 GRD Y/7970 – 120/240 Dual High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
2. Paragraph 4.1(c) Percent average exciting current was not provided.
3. Paragraph 4.1(d) Guaranteed losses are not provided only typical.
4. Paragraph 1.2 the transformer's data sheet claims compliance with the "DOE 2016 standard" However, the listed efficiency of 99.10% does not meet or exceed the DOE Standard of 99.33%.⁸

Based on the issues above TII's bid for item no 7 is **REJECTED**.

Item no. 8: 250 kVA 13800 GRD Y/7970 – 120/240 Dual High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
2. Paragraph 4.1(c) Percent average exciting current was not provided.
3. Paragraph 4.1(d) Guaranteed losses are not provided only typical.
4. Paragraph 1.2 the transformer's data sheet claims compliance with the "DOE 2016 standard" However, the listed efficiency of 99.20% does not meet or exceed the DOE Standard of 99.39%.⁹

Based on the issues above TII's bid for item no 8 is **REJECTED**.

Item no. 9: 333 kVA 13800 GRD Y/7970 – 120/240 Dual High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
2. Paragraph 4.1(c) Percent average exciting current was not provided.
3. Paragraph 4.1(d) Guaranteed losses are not provided only typical.
4. Paragraph 1.2 the transformer's data sheet claims compliance with the "DOE 2016 standard" However, the listed efficiency of 99.20% does not meet or exceed the DOE Standard of 99.43%.¹⁰

Based on the issues above TII's bid for item no 9 is **REJECTED**.

⁸ 10 CFR 431.196(b)(2) efficiency of liquid-immersed distribution transformer manufactured on or after January 1, 2016. 167 kVA

⁹ 10 CFR 431.196(b)(2) efficiency of liquid-immersed distribution transformer manufactured on or after January 1, 2016. 250 kVA

¹⁰ 10 CFR 431.196(b)(2) efficiency of liquid-immersed distribution transformer manufactured on or after January 1, 2016. 333 kVA

Item no. 10: 50 kVA 13800 GRD Y/7970 – 277 Single High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. The bid item has Dual Primary Bushings rather than the specified single bushing.
2. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
3. Paragraph 4.1(c) Percent average exciting current was not provided.
4. Paragraph 4.1(d) Guaranteed losses are not provided only typical.
5. Paragraph 1.2 the transformer's data sheet claims compliance with the "DOE 2016 standard" However, the listed efficiency of 98.90% does not meet or exceed the DOE Standard of 99.11%.¹¹

Based on the issues above TII's bid for item no 10 is **REJECTED**.

Item no. 11: 75 kVA 13800 GRD Y/7970 – 277 Single High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. The bid item has Dual Primary Bushings rather than the specified single bushing.
2. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
3. Paragraph 4.1(c) Percent average exciting current was not provided.
4. Paragraph 4.1(d) Guaranteed losses are not provided only typical.
5. Paragraph 1.2 the transformer's data sheet claims compliance with the "DOE 2016 standard" However, the listed efficiency of 99.00% does not meet or exceed the DOE Standard of 99.19%.¹²

Based on the issues above TII's bid for item no 11 is **REJECTED**.

Item no. 12: 100 kVA 13800 GRD Y/7970 – 277 Single High Voltage Bushing Single Voltage transformer

Upon review of the bidder's data sheet FE found a number of issues:

1. The bid item has Dual Primary Bushings rather than the specified single bushing.
2. Paragraph 4.1(b) Percent regulation at 100% and 80% was not provided.
3. Paragraph 4.1(c) Percent average exciting current was not provided.
4. Paragraph 4.1(f) & (g) Only one weight is listed which is assumed to be the total weight meaning the weight of the core and coil was not provided.
5. Paragraph 4.1(h) Gallons of insulating liquid was not provided.
6. Paragraph 2.19 The listed height exceeds the specified maximum.
7. Paragraph 1.2 the transformer's data sheet does not list compliance with DOE efficiency standard 10 CFR Part 431 for distribution transformers nor does it provide the necessary information to determine compliance (Efficiency @ 50%).¹³

¹¹ 10 CFR 431.196(b)(2) efficiency of liquid-immersed distribution transformer manufactured on or after January 1, 2016. 50 kVA

¹² 10 CFR 431.196(b)(2) efficiency of liquid-immersed distribution transformer manufactured on or after January 1, 2016. 75 kVA

¹³ 10 CFR Part 431.196

8. Paragraph 2.4 the transformer's data sheet does not list compliance with any of the listed standards.

Based on the issues above TII's bid for item no 12 is **REJECTED**.

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities September 27, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 26, 2023:

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

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders, for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers, Bid #23-10-ELEC-674; and

WHEREAS, these transformers are used to maintain the Village's distribution system; and

WHEREAS, the specifications cover a period of three (3) years with an option for a fourth year; the estimated quantity over a three or four year period will allow the Utility to order only the necessary units needed; and

WHEREAS, the cost of the transformers and installation will be charged to Account #E 123000 (Inventory), and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for the "Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers, Bid #23-10-ELEC-674", in the Freeport Herald and other relevant publications of general circulation on September 28, 2023, with specifications available from October 2, 2023 to October 27, 2023, with a return date of October 31, 2023.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	Absent
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: November 16, 2023

To: Mayor Robert T. Kennedy

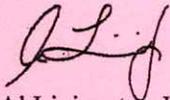
From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Request to Advertise
Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors
Bid #23-12-ELEC-680

Attached is the specification for the furnishing of 25 refurbished Dell personal computers and 30 refurbished Dell LCD monitors. The Village needs to replenish its supply of IT equipment. This purchase will ensure efficient replacement of non-functional computer hardware.

I request authorization to advertise a Notice to Bidders on November 30, 2023, in the Freeport Herald and other relevant publications. Specifications would be available from December 4, 2023 to December 15, 2023. The bids would have a returnable date of December 19, 2023. Attached is a copy of the Notice to Bidders for your review.

This service will be funded through operating account A168002 520100 - Equipment.

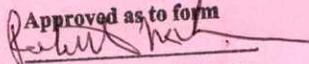


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport is in need to replenish its supply of IT equipment, specifically 25 refurbished Dell Personal computers and 30 refurbished Dell monitors; and

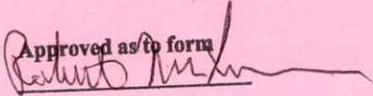
WHEREAS, said purchase requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and,

WHEREAS, this contract will be funded through A168002 520100 - Equipment; and

NOW THEREFORE BE IT RESOLVED, that based on the recommendation of the Superintendent of Electric Utilities, the Mayor and the Board hereby grant authorization for the Village Clerk to publish a Notice to Bidders for Bid #23-12-ELEC-680, "Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors" in the Freeport Herald and other publications of general circulation on November 30, 2023, with bid documents available from December 4, 2023 through December 15, 2023, with a return date of December 19, 2023, with bids scheduled to be opened at 11:00 am.

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

NOTICE TO BIDDERS

**FURNISHING OF REFURBISHED DELL PERSONAL COMPUTERS AND
REFURBISHED DELL LCD MONITORS
FOR
THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the "FURNISHING OF REFURBISHED DELL PERSONAL COMPUTERS AND REFURBISHED DELL LCD MONITORS" until 11:00 A.M. on Tuesday, December 19, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village's Website at www.freeportny.gov. Bids will be available from 9:00 A.M. on Monday, December 4, 2023, until 4:00 P.M. on Friday, December 15, 2023.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 30, 2023

INCORPORATED VILLAGE OF FREEPORT
INTER-DEPARTMENT CORRESPONDENCE

Date: November 8, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Legal Services Agreement - Revised
Duncan, Weinberg, Genzer & Pembroke, P.C.
March 1, 2024 – February 28, 2025

Attached is a legal services agreement for Duncan, Weinberg, Genzer & Pembroke, P.C. to continue to provide the Inc. Village of Freeport with legal services related to the New York Association of Public Power (NYAPP), the New York Independent System Operator (NYISO) and matters that may arise from time to time such as the various issues associated with the LM6000 at Freeport's Power Plant 2. The not to exceed amount of the existing contract is \$100,000.00. The amount expended for the period March 1, 2023 to date (November 8, 2023) is \$86,291.74. Hourly fees increased for all titles for the March 1, 2024 agreement. Attorney fee increases ranged from \$10.00 - \$25.00 per hour based on title.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Village enter into a legal services agreement with Duncan, Weinberg, Genzer & Pembroke, P.C. of 1667 K Street, N.W., Suite 700, Washington, DC 20006 for a not-to-exceed cost of \$125,000.00, payable at the rates contained in the agreement, for the term March 1, 2024 through February 28, 2025. Further, that the Mayor be authorized to sign any and all documents necessary to effectuate this agreement. This service shall be funded through various account numbers including E7222160 512200 (Purchase Power Legal Expense).

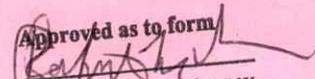


Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village
of Freeport, ou=Freeport Electric,
email=alivingston@freeportelectric.co
m, c=US
Date: 2023.11.09 13:38:31 -05'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db
Attachments

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

Approved as to form

Deputy Village Attorney

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

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

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

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

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

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

WHEREAS, the Superintendent of Electric Utilities recommends that the contract be entered into from March 1, 2024 until February 28, 2025, for a not-to-increase cost of \$125,000.00; and

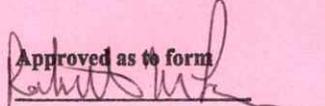
WHEREAS, the hourly fees increased for all titles for the March 1, 2024 agreement; and the attorney fee increases ranged from \$10.00 to \$25.00 per hour based on title; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to execute any documentation necessary to effectuate the agreement for legal services between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street N.W., Suite 700, Washington, DC 20006, for a term effective March 1, 2024 through February 28, 2025 at a not-to-exceed cost of \$125,000.00 payable at the rates contained in the letter of agreement.

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: Al Livingston, Superintendent of Electric Utilities January 26, 2023
FROM: Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

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

WHEREAS, the Superintendent of Electric Utilities recommends that the contract be entered into from March 1, 2023 until February 29, 2024, with a cap of \$100,000.00; and

WHEREAS, the attorney fees throughout the contract have increased by \$10 per hour; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, Board approve and the Mayor be authorized to execute any documentation necessary to effectuate the agreement between the Village of Freeport and Duncan, Weinberg, Genzer, & Pembroke, P.C., 1667 K Street N.W., Suite 700, Washington, DC 20036 for legal services for a term effective March 1, 2023 through February 29, 2024 at a not to

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

exceed cost of \$100,000.00 payable at the rates contained in the letter of agreement.

The Clerk polled the Board as follows:

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

cc:

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

November 8, 2023

VIA E-MAIL

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

Re: Legal Services Agreement (March 1, 2024 – February 28, 2025)

Dear Al:

This Agreement is effective when executed, between Duncan, Weinberg, Genzer & Pembroke, P.C. (“Firm”), a District of Columbia professional corporation (EIN 52-1073544), located at 1667 K Street, N.W., Suite 700, Washington, D.C. 20006, and the Incorporated Village of Freeport, relating to representation associated with Freeport Electric (“Client” or “Village”). This Agreement will cover the annual period beginning March 1, 2024. The Client will be solely responsible for compensating the Firm of its fees and costs.

The Firm hereby agrees to perform legal services for and on behalf of Client and Client hereby authorizes the Firm to perform legal services with regard to matters as may be mutually agreed. We have directly represented the Village since at least 1990 and we look forward to continuing that representation. For our work for the Village, our estimate of fees for the period ending February 28, 2025, is \$125,000. This estimate excludes the cost of a rate case before the New York Public Service Commission.

The Firm will be compensated for professional services at the following hourly rates through February 28, 2025, with the new rates (in parentheses) in effect from March 1, 2024:

Principals/Of Counsel	\$405/hr
Senior Associates	\$355/hr
Associates	\$325/hr
Non-Attorney Staff	\$265/hr
Senior Paralegal Staff	\$215/hr

Other Paralegal Staff and
Law Clerks

\$195/hr

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

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

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

Sincerely,

/s/ Jeffrey C. Genzer

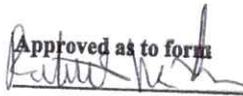
Jeffrey C. Genzer

Agreed:

On behalf of the Incorporated Village of Freeport

Dated: _____

cc: Donna Barr

Approved as to form

Deputy Village Attorney

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

Standard Terms of Engagement for Legal Services

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

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

Scope of Engagement

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

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

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

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

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

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

How Fees Will Be Set

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

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

Costs and Expenses

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

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

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

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

Billing Arrangements and Terms of Payment

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

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

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

Termination of Representation

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

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

Document Retention

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

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

INCORPORATED VILLAGE OF FREEPORT

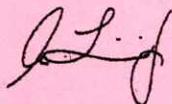
INTER-DEPARTMENT CORRESPONDENCE

Date: November 8, 2023
To: Mayor Robert T. Kennedy
From: Al Livingston Jr., Superintendent of Electric Utilities
Re: Lightpath 1 gb Internet Service Provider (ISP) Request

Lightpath, a subsidiary of Cablevision Lightpath LLC, is a corporation that provides infrastructure for broadcasting, mobile telephony, wireless broadband and internet service. The Information Technology Center (ITC) is seeking a secondary 1 gb internet connection that will be used by the Village, Police, Electric and Water – this will be a primary connection for the Police Department and a secondary connection for Municipal, Electric and Water. The contract will be for five years at a cost of \$900.00 per month.

This will provide the Police with higher bandwidth to accommodate offsite storage and the recent migration to Office 365. The Police Department can also eliminate two cable modems used today.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees approve the 1 gb bandwidth at a cost of \$900.00 per month provided by Cablevision Lightpath, LLC, 1111 Stewart Avenue, Bethpage, NY 11714, starting December 1, 2023 to November 30, 2028. The expense code for this service is A168004 540600 (TELECOMMUNICATIONS). There is sufficient funding available in the remainder of this year and this expense has been accounted for in next year's telecommunications budget.

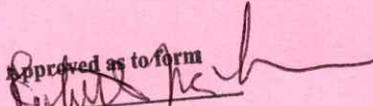


Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the Information Technology Center (ITC) to receive a secondary 1 gb internet connection that will be used by the Village, Police Department, Electric Utility, and Water Department; and

WHEREAS, Cablevision Lightpath, Inc., 1111 Stewart Avenue, Bethpage, New York, 11714, is qualified to provide this service; and

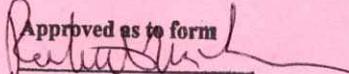
WHEREAS, the contract will be for a five (5) year term from December 1, 2023 to November 30, 2028, for a cost of \$900.00 per month; and

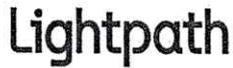
WHEREAS, the expense code for this service is A168004 540600 (TELECOMMUNICATIONS); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and that the Mayor be and hereby is authorized to sign any and all documentation necessary to effectuate the agreement with Cablevision Lightpath, Inc., 1111 Stewart Avenue, New York, 11714, for a five (5) year term from December 1, 2023 to November 30, 2028, for a cost of \$900.00 per month.

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



Service Order

Service Order: SF-0899478

Customer Information

Customer Billing Account Name: Village of Freeport

Billing Address: 46 N Ocean Ave Freeport NY 11520-3023
Street Address Suite City State Zip Code

Billing Contact: Kim Weltner Phone: 516-377-3606 Email: kweltner@freeportny.gov
 Order Contact: Frank Prisciandaro Phone: 516-377-2490 Email: fprisciandaro@freeportny.gov
 Technical Contact: Frank Prisciandaro Phone: 516-377-2490 Email: fprisciandaro@freeportny.gov
 Lightpath Contact: John Mazzaro Phone: _____ Email: john.mazzaro@lightpathfiber.com

Lightpath Services

The above Customer agrees to the ordering of the following Services:

Order Type: New Account #: 102722
 Building Status: New Build
 'A' Location: 46 N Ocean Ave Freeport NY 11520
 Demarc: Floor: 1ST Room: Data

Product	Individual Monthly Recurring Charge	Burst Rate (Per Mbps)	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
Dedicated Internet Access - 1 Gb	\$900.00		1	\$900.00	\$0.00
IPv4 29-6 Addresses	\$0.00		1	\$0.00	\$0.00
Managed Router	\$0.00		1	\$0.00	\$0.00

Service Term: 60 month(s)
 Total Monthly Recurring Charge: \$900.00
 Total Non Recurring Charge: \$0.00

Contract Details

Details

Governing Contract Cablevision Lightpath LLC Standard Online Terms and Conditions
 Terms and Conditions

Customer acknowledges that Customer is ordering the service(s) described above ("Services") from Cablevision Lightpath LLC, and or its applicable affiliate or subsidiary ("Lightpath"). This Service Order shall be governed by and subject to the applicable contract documents between Customer and Lightpath referenced above (collectively, the "Agreement"). If Customer has not executed an Governing Contract and/or no Governing Contract is referenced in this Service Order, then this Service Order shall be governed by the terms and conditions of Lightpath's Standard Service Agreement and applicable product Service Attachment, which can be found here: <https://lightpathfiber.com/legal>, incorporated herein by this reference. This Service Order is subject to the availability of the Services contained herein. Customer acknowledges that upon Customer's signature below, this Service Order shall become a non-cancellable, binding obligation of the Customer for the purchase of the Service for the Term stated above. By signing this Service Order, Customer further acknowledges that it has read and understands the terms and conditions of this Service Order and Customer's signatory represents that he/she is authorized to sign this Service Order on Customer's behalf.

Dedicated Internet Access: - <https://lightpathfiber.com/Legal/Internet>

IP Addresses: - <https://lightpathfiber.com/Legal/Internet>

Managed Router: - <https://lightpathfiber.com/Legal/Internet>

Additional Terms and Conditions

New and existing customers purchasing a new service or upgrading an existing service with an upgrade MRC of a \$700 or more or a new Service of \$700 or more will receive a one-time credit equal to the MRC for each year of the initial service term for up to five (5) years with up to \$10,000 in credits per year. For example, a customer purchasing a \$1000 Ethernet circuit with a 5 year initial service term would receive a \$1000 credit applied to the 1st, 13th, 25th, 37th and 49th month of their invoice. To be eligible the: (1) Customer must be in good standing and not have any outstanding delinquent payments due to Lightpath, and (2) service must be for a minimum term of one (1) year for LIT buildings and three (3) years for new buildings. This promotion cannot be combined with any other promotions.

Custom Promotion

Signatures

Agreed by:

Freeport Incorporated
Village

Cablevision Lightpath LLC

Authorized Signature: _____

Authorized Signature: _____

Print Name: _____

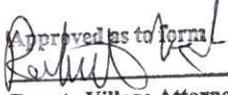
Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form

Deputy Village Attorney

**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 20, 2023

RE: 2023 ROAD RESURFACING PROJECT

Plans and specifications for the above-referenced project have been completed. The project calls for the cold-milling and asphalt overlaying (resurfacing) of existing roadways where the road bed is in good condition, but the upper layer (wearing course) of asphalt is deteriorating. A number of Village roadways are in a condition that makes them good candidates for this process. Doing so will help extend the life of these roadways in a cost-effective manner. The proposed roadways are as follows:

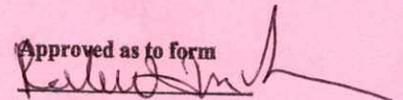
Road	From	To
Arthur Street	Dead End	Cornelius Street
Elliott Place	Southside Avenue	Archer Street
Triangle Place	South Brookside	Sigmond Street
North Long Beach	Merrick Road	Seaman Avenue
West End Avenue	Hampton Place	Atlantic Avenue
Facility	Location	
Parking Field #8	Guy Lombardo Avenue	
Parking Field #29	North of the Train Station	
Armory Parking Field	63 Babylon Tpke	

The estimated cost for this project is \$1,100,000.00. Partial funding will come from a \$750,000 bond resolution approved by the Board of Trustees on July 12, 2021 and the balance from an anticipated bond resolution to be approved by the Board. The project is reimbursable with Freeport Community Development grant and CHIPS funding.

Therefore, it is requested that we be authorized to advertize the referenced contract in the Freeport Herald, and other related publications on November 30, 2023. Bid documents will be available from December 4, 2023 through December 15, 2023. Bids will have a returnable date of December 19, 2023 with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Incorporated Village of Freeport requires bids for the “2023 Road Resurfacing Project” which provides for the cold-milling and asphalt overlaying of existing roadways where the road bed is in good condition, but the upper layer of asphalt is deteriorating and this will help extend the life of these roadways in a cost-effective manner; and

WHEREAS, the proposed roadways are as follows:

Road	From	To
Arthur Street	Dead End	Cornelius Street
Elliott Place	Southside Avenue	Archer Street
Triangle Place	South Brookside	Sigmond Street
North Long Beach	Merrick Road	Seaman Avenue
West End Avenue	Hampton Place	Atlantic Avenue
Facility	Location	
Parking Field #8	Guy Lombardo Avenue	
Parking Field #29	North of the Train Station	
Armory Parking Field	63 Babylon Tpke	

WHEREAS, the estimated cost of this project is \$1,100,000.00; and

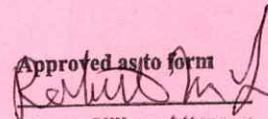
WHEREAS, partial funding for the road resurfacing will come from a \$750,000 bond resolution approved by the Board of Trustees on July 12, 2021 and the balance from an anticipated bond resolution to be approved by the Board; and

WHEREAS, the project is reimbursable with a Freeport Community Development Agency grant and the New York State Consolidated Local Street and Highway Improvement Program (CHIPS) funding; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and the Board hereby grant authorization to advertise a Notice to Bidders for the “2023 Road Resurfacing Project” in the Freeport Herald and other relevant publications on November 30, 2023 with specifications available from December 4, 2023 through December 15, 2023 with a return date of December 19, 2023, with bids scheduled to be opened at 11:00 AM.

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

NOTICE TO BIDDERS

2023 ROAD RESURFACING PROJECT

FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

“2023 ROAD RESURFACING PROJECT”

until 11:00 A.M. on Tuesday, December 19, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on Monday, December 4, 2023 until 4:00 P.M. Friday, December 15, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 30, 2023
Freeport Herald

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 16, 2023

Re: 2024 ANNUAL CURB AND SIDEWALK CONTRACT

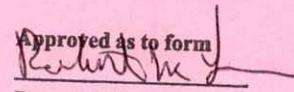
Our Annual Curb and Sidewalk Contract expires on February 29, 2024. Therefore, it is necessary to bid this requirement contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This program provides contractual unit prices for the repair of concrete curb and concrete sidewalk. The current contract has an approximate annual cost of **\$130,000.00**. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2024 and ending February 28, 2025, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on **November 30, 2023**. Bid documents will be available from **December 4, 2023** through **December 15, 2023**. Bids will have a returnable date of **December 19, 2023**, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village's Annual Curb and Sidewalk Contract expires on February 29, 2024; and

WHEREAS, said purchase and repair requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and,

WHEREAS, this program provides the contractual unit prices for the repair of concrete curb and concrete sidewalk and the current contract has an approximate annual cost of \$130,000 and funding for the repairs will be included in the 2024-2025 Fiscal Budget; and

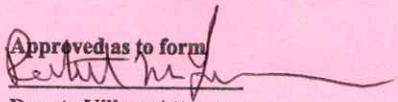
WHEREAS, the contract will be for a term of one year beginning March 1, 2024 and ending February 28, 2025, with an option for two one-year extensions if mutually accepted; and

WHEREAS, this Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the "2024 Annual Curb and Sidewalk Contract" in the Freeport Herald and other relevant publications of general circulation on November 30, 2023, with bid documents available from December 4, 2023 through December 15, 2023, with a return date of December 19, 2023, with bids scheduled to be opened at 11:00 am.

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

NOTICE TO BIDDERS

2024 ANNUAL CURB AND SIDEWALK CONTRACT FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

“2024 ANNUAL CURB AND SIDEWALK CONTRACT”

until 11:00 A.M. on Tuesday, December 19, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on Monday, December 4, 2023 until 4:00 P.M. Friday, December 15, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 30, 2023
Freeport Herald

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 16, 2023

RE: 2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES

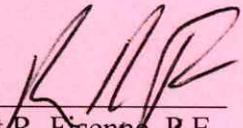
Our Annual Maintenance and Landscaping Contract expires on February 29, 2024. Therefore, it is necessary to bid the contract for this year.

Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This contract provides for the landscaping of the Freeport Recreation Center, Freeport Electric power plants, substations, transformer locations, Freeport Memorial Library, and Water Department well sites. The contract includes spring weekly lawn maintenance, thatching, fertilizing, fall cleanup, planting of flowers at select Freeport Electric sites, and poison ivy control.

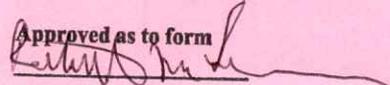
We anticipate that this contract will cost approximately \$38,000.00 and funding for this contract is anticipated to be included in the 2024-25 Fiscal Budget as well as the Electric and Water operating budgets. The contract will begin on March 1, 2024 and end on February 28, 2025, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on **November 30, 2023**. Bid documents will be available from **December 4, 2023** through **December 15, 2023**. Bids will have a returnable date of **December 19, 2023**, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Deputy Village Attorney

- c. P. Lester, Secretary to the Mayor
P. Boening, Village Clerk
K. Weltner, Purchasing Agent
A. Dalessio, Comptroller
V. Dinielli, Recreation Manager
A. Livingston, Superintendent of Electric
M. Quinton, Superintendent of Water & Sewer
L. Moltzen, Freeport Memorial Library Director

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

WHEREAS, the Village of Freeport requires the services of a company able to perform under the annual Maintenance and Landscaping of Various Village Properties, including the Freeport Recreation Center, the Freeport Electric power plants, substations, transformer locations, Freeport Memorial Library, and Water Department well sites; and

WHEREAS, procurement of said maintenance and landscaping require the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

WHEREAS, funding for the landscaping will be included in the 2024-2025 Fiscal Budget as well as the Electric and Water Operating budgets; and

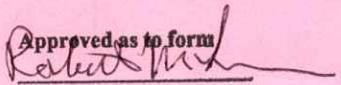
WHEREAS, this contract is anticipated to cost approximately \$38,000.00; and

WHEREAS, the contract term will run from March 1, 2024 and expire on February 28, 2025 with an option for two one-year extensions if mutually accepted; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for "2024 Annual Maintenance and Landscaping of Various Village Properties" in the Freeport Herald and other relevant publications of general circulation on November 30, 2023, with bid documents available from December 4, 2023 through December 15, 2023, with a return date of December 19, 2023, with bids scheduled to be opened at 11:00 am.

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

NOTICE TO BIDDERS

2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES

FOR

**THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

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

**“2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE
PROPERTIES”**

until 11:00 A.M. on Tuesday, **December 19, 2023**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on Monday, December 4, 2023 until 4:00 P.M. Friday, December 15, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 30, 2023
Freeport Herald

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 16, 2023

RE: 2024 ELECTRICAL WORK REQUIREMENTS CONTRACT

The Department of Public Works is seeking to retain the services of a licensed electrical contractor to perform a variety of electrical repairs to Village owned facilities on an as needed basis. Specifications for the referenced contract have been completed. Therefore, it is requested that we be authorized to advertise for bids.

This contract provides contractual unit prices for electrical services and related materials. The contract will begin on March 1, 2024 and end on February 28, 2025, with an option for two one-year extensions if mutually accepted.

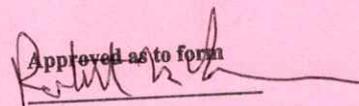
Funding for this work will come from various Village accounts, depending on where the work is performed. We do not expect the annual cost of this work to exceed \$75,000.00.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on **November 30, 2023**. Bid documents will be available from **December 4, 2023** through **December 15, 2023**. Bids will have a returnable date of **December 19, 2023**, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village is seeking to retain the services of a licensed electrical contractor to perform a variety of electrical repairs to Village owned facilities on an as needed basis; and

WHEREAS, this contract provides contractual unit prices for electrical services and related materials with a term of one year beginning March 1, 2024 and end on February 28, 2025, with an option for a two one-year extensions if mutually accepted; and

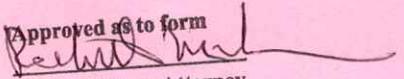
WHEREAS, said contract requires the use of competitive bidding as necessitated by General Municipal Law §103 and the Village's Procurement Policy; and

WHEREAS, the funding for this work will come from various Village accounts, depending on where the work is performed with an expected annual cost not to exceed \$75,000.00; and

NOW THEREFORE BE IT RESOLVED, that based on the recommendation of the Superintendent of Public Works, the Mayor and the Board hereby grant authorization for the Village Clerk to publish a Notice to Bidders for the "2024 Electrical Work Requirements Contract" in the Freeport Herald and other publications of general circulation on November 30, 2023, with bid documents available from December 4, 2023 through December 15, 2023, with a return date of December 19, 2023, with bids scheduled to be opened at 11:00 am..

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

NOTICE TO BIDDERS

2024 ELECTRICAL WORK REQUIREMENTS

FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

“2024 ELECTRICAL WORK REQUIREMENTS”

until 11:00 A.M. on Tuesday, December 19, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on Monday, December 4, 2023 until 4:00 P.M. Friday, December 15, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 30, 2023
Freeport Herald

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 16, 2023

RE: 2024 SECURITY SYSTEM CONTRACT

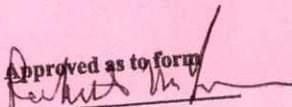
Contract and Specifications for the referenced requirements contract will be completed shortly and we would like to proceed with advertising the contract for bids. This contract provides contractual unit prices for the repair and maintenance of the Village's security systems. These systems include access and control systems, alarm systems, and video security systems for various Departments within the Village. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. We do not expect the annual cost of this work to exceed \$70,000.00. The contract will be for a term of beginning March 1, 2024 and ending February 28, 2025 with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on **November 30, 2023**. Bid documents will be available from **December 4, 2023** through **December 15, 2023**. Bids will have a returnable date of **December 19, 2023**, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form


Deputy Village Attorney

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

WHEREAS, the Freeport Department of Public Works requires advertising for bids for its 2024 Security System Contract; and

WHEREAS, this contract provides unit prices for the repair and maintenance of the Village's security systems and these systems include access and control systems, alarm systems, and video security systems for various Departments within the Village; and

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

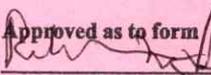
WHEREAS, funding for this work will come from various Village accounts and the expected annual cost of this work is not to exceed \$70,000.00; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2024, and ending February 28, 2025, with an option for two one year extensions if mutually accepted; and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of Freeport Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the 2024 Security System Contract in the Freeport Herald Leader and other relevant publications of general circulation on November 30, 2023, with bid documents available from December 4, 2023 through December 15, 2023, with a return date of December 19, 2023, with bids scheduled to be opened at 11:00 am.

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

NOTICE TO BIDDERS

2024 SECURITY SYSTEM CONTRACT

FOR

**THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK**

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

2024 SECURITY SYSTEM CONTRACT

until 11:00 A.M. on Tuesday, December 19, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village's Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on Monday, December 4, 2023 until 4:00 P.M. Friday, December 15, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 30, 2023
Freeport Herald

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 16, 2023

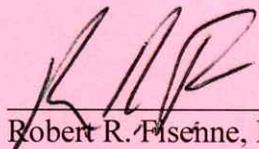
Re: 2024 SUPPLY OF AUTO PARTS

The Village Garage needs to purchase various auto parts for Village of Freeport vehicles. Due to the total annual cost for these items, it is necessary to publicly bid for the purchase of the parts. Accordingly, we have put together bid documents and we would now like permission to bid. The contract will have an approximate annual cost of **\$110,000.00** and funding for the auto parts is anticipated to be included in the 2024-2025 Fiscal Budget for the Village Garage (A164004 540400).

The contract will be for a term of one year beginning March 1, 2024, with an option for two one-year extensions if mutually accepted.

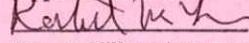
Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Leader, and other related publications on **November 30, 2023**. Bid documents will be available from **December 4, 2023** through **December 15, 2023**. Bids will have a returnable date of **December 19, 2023**, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.



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

Approved as to form



Deputy Village Attorney

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

WHEREAS, the Village of Freeport requires the annual purchase of various auto parts for Village of Freeport vehicles; and

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

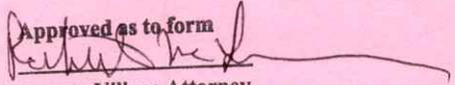
WHEREAS, this contract will have a term of one year beginning March 1, 2024 and ending February 28, 2025 with an option for a two one-year extensions if mutually accepted; and

WHEREAS, this contract will have an approximate cost of \$110,000.00 and will be charged to Village Garage (A164004 540400); and

NOW THEREFORE BE IT RESOLVED, that based on the recommendation of the Superintendent of Public Works, the Mayor and the Board hereby grant authorization for the Village Clerk to publish a Notice to Bidders for the "2024 Supply of Auto Parts" in the Freeport Herald and other publications of general circulation on November 30, 2023, with bid documents available from December 4, 2023 through December 15, 2023, with a return date of December 19, 2023, with bids scheduled to be opened at 11:00 am.

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

NOTICE TO BIDDERS

2024 SUPPLY OF AUTO PARTS

FOR

THE INCORPORATED VILLAGE OF FREEPORT NASSAU COUNTY, NEW YORK

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

“2024 SUPPLY OF AUTO PARTS”

until 11:00 A.M. on Tuesday, **December 19, 2023**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, or by visiting the Village’s Website at www.freeportny.gov. Bids will be available from **9:00 A.M. on Monday, December 4, 2023 until 4:00 P.M. Friday, December 15, 2023**. There is no charge for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 30, 2023
Freeport Herald

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

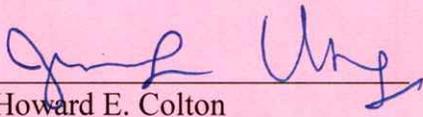
TO: Robert T. Kennedy, Mayor
FROM: Howard Colton, Village Attorney
DATE: November 20, 2023
RE: Operation SPLASH Renewal

The Village would like to renew the contract with Operation SPLASH. This group provides the service of removing floatables, junk, and debris from waterways within the Incorporated Village of Freeport. They also provide the residents of the Incorporated Village of Freeport with knowledge, awareness, and information relative to the protection of Freeport's waterways, estuaries, and salt marshes, through publications, educational programs, dissemination of applicable rules, regulations, and other information concerning hazardous and/or illicit discharges into the waterways and the prevention and abatement of such practices. It is therefore requested that we enter into a renewal Agreement with Operation SPLASH, 202 Woodcleft Avenue, Freeport, New York 11520.

For purposes of disclosure, please note that the President of Splash, Rob Weltner, is the husband of Kim Weltner, Purchasing Agent for the Village.

Attached is a copy of the proposed Agreement for your review. The Agreement will be for a term of one year beginning March 1, 2024 through February 28, 2025 and will not exceed \$25,000.00. Funding for this Agreement has been budgeted in account A854104 540100.

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


Howard E. Colton
Village Attorney
By: Jennifer Ungar
Deputy Village Attorney

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

WHEREAS, the Department of Public Works and the Village Attorney would like to renew the contract with Operation SPLASH – an organization that provides the service of removing floatables, junk, and debris from waterways within the Incorporated Village of Freeport; and

WHEREAS, the mission of Operation SPLASH Inc., a not-for-profit corporation, is to provide the residents of the Incorporated Village of Freeport with the service of removing floatables, junk and debris from the Village’s waterways and to provide knowledge, awareness, and information relative to the protection of Freeport’s waterways, estuaries, groundwater, and salt marshes, through publications, educational programs, dissemination of rules, regulations, and other information concerning hazardous materials and illicit discharges, their prevention and abatement; and

WHEREAS, pursuant to Article 18 of the General Municipal Law, the legislative record of this Board hereby reflects disclosure of the fact that the Purchasing Agent’s spouse is the president of Operation SPLASH, Inc.; and

WHEREAS, no prohibited conflict of interest is created by entering into this agreement, as Operation SPLASH, Inc. is a not for profit corporation; and

WHEREAS, the agreement will be for a term of one year beginning March 1, 2024 through February 28, 2025 and will not exceed \$25,000.00; and

WHEREAS, the funding for this agreement has been budgeted in account A854104 540100; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and hereby is authorized to execute an agreement between the Village of Freeport and Operation SPLASH Inc., located at 202 Woodcleft Avenue, Freeport, New York, at a cost of \$25,000, payable in one lump sum at the onset of the fiscal year, March 1, 2024 and furthermore that said contract will run from March 1, 2024 through February 28, 2025.

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
11/14/2023

Agreement

by and between

INCORPORATED VILLAGE OF FREEPORT

and

Operation SPLASH Inc.

March 1, 2024 – February 28, 2025

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

AGREEMENT

THIS AGREEMENT is entered into on the ___ day of _____ 20____, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF") and Operation SPLASH Inc., with offices located at 202 Woodcleft Avenue, Freeport, New York (hereinafter referred to as "SPLASH").

WITNESSETH:

WHEREAS, SPLASH, has an established history of enhancing the lives of the citizens of the Incorporated Village of Freeport by identifying environmental hazards that threaten Freeport's waterways, estuaries, salt marshes, and other water supported economic activities; and,

WHEREAS, the mission of SPLASH is to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, knowledge, awareness, and information relative to the protection of our waterways, estuaries, and salt marshes, through publications, educational programs, dissemination of rules, regulations, and other information concerning hazards, their prevention and abatement; and,

WHEREAS, SPLASH has developed unique expertise, experience and knowledge concerning storm water runoff, the management and treatment thereof and mitigation techniques relative to pollution and preventative measures; and,

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

TERMS AND CONDITIONS

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

1. Services to be Rendered

IVF hereby retains SPLASH to provide the service of removing floatables, junk, and debris from waterways within the Incorporated Village of Freeport. Under the agreement, SPLASH will also provide the residents of the Incorporated Village of Freeport, with knowledge, awareness, and information relative to the protection of Freeport's waterways, estuaries, and salt marshes, through publications, educational programs, dissemination of applicable rules, regulations, and other information concerning hazardous and/or illicit discharges into the waterways and the prevention and abatement of such practices.

2. Term and Termination

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2024, through February 28, 2025, with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein.

3. Payment

The IVF, in consideration of the foregoing services, shall pay to SPLASH the sum of Twenty-Five Thousand Dollars (\$25,000.00). Such payment shall be in a lump sum due on March 1, 2024.

4. Extent of Services

SPLASH shall devote such time, attention and energies to the IVF as is required. SPLASH shall not, during the term of this Agreement, thereby be precluded from engaging in any other activity, provided, however, that SPLASH shall not disclose any information, IVF documents and/or other information given to or acquired by SPLASH in the course of performing its duties without prior written consent of Freeport.

5. No Participation

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

6. Assignment

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

7. Notices

All notices or other communications provided for this Agreement shall be made in writing and shall be deemed properly delivered when (1) delivered personally, or (II) by the mailing of such notices to the parties entitled thereto, registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one party to the other):

INCORPORATED VILLAGE OF
FREEPORT
46 North Ocean Avenue
Freeport, New York 11520

Operation SPLASH Inc.
202 Woodcleft Avenue
Freeport, New York, 11520

8. *Entire Agreement and Waiver*

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

9. *Amendments*

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

10. *Parties in Interest*

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

11. *Severability*

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

12. *Subject Headings*

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

13. *Applicable Law*

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

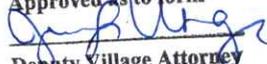
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INCORPORATED VILLAGE OF FREEPORT

By: _____
MAYOR ROBERT T. KENNEDY

Operation SPLASH Inc.

By: _____

Approved as to form

Deputy Village Attorney

INTER-OFFICE CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT

TO: Mayor Robert Kennedy, Board of Trustees
FROM: Carmen Ramos, Village Court Clerk
DATE: November 15, 2023
SUBJECT: Contract Renewal "Agreement for Service" for NY Reporting Services

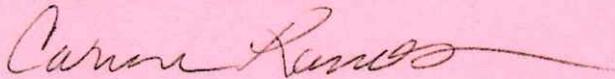
The Village Court would like to renew said agreement with NY Reporting Inc. of 82 Division Avenue, Massapequa, New York, 11758 for the term of two years. Renewal should be March 1, 2024 through February 28, 2026. Current Contract will expire February 29, 2024.

All terms of renewal contract remain the same with no increase in price.

NY Reporting Inc. provides the court with Stenographic Court Reporting Services for all court sessions.

Funding will be available through Budget line A111004-545700 Court Non-Employee Salaries

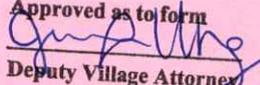
Respectfully submitted,



Carmen Ramos

Village Court Clerk

Freeport Village Court

Approved as to form

Deputy Village Attorney

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

WHEREAS, on March 11, 2019, the Board awarded a Request for Proposals for Stenographic Court Reporting Services contract to NY Reporting, Inc. of 82 Division Avenue, Massapequa, New York, 11758, at the per diem cost as provided in the proposal for a term running from March 1, 2019 to February 28, 2022 with the option to renew for 2 additional years; and

WHEREAS, on February 7, 2022, the Board awarded a Request for Proposals for Stenographic Court Reporting Services contract to NY Reporting, Inc. of 82 Division Avenue, Massapequa, New York, 11758, at the per diem cost as provided in the proposal for a term running from March 1, 2022 to February 29, 2024; and

WHEREAS, the Village Attorney is requesting approval from the Board to renew the contract for a term from March 1, 2024 through February 28, 2026 with no increase in price; and

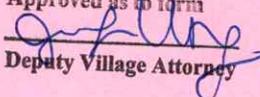
WHEREAS, the cost for per diem appearances is \$100.00, \$395.00 for appearances with transcript after 6PM, and the charge for delivery of transcripts is \$4.75 per page for ten-day delivery, \$4.85 per page for five-day expedited delivery, and \$4.95 per page for overnight delivery, with all transcripts to be provided within a maximum of thirty days; and

WHEREAS, funding will be available through Budget line A111004-545700 Court Non-Employee Salaries; and

NOW, THEREFORE, BE IT RESOLVED, that the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to renew the contract with NY Reporting, Inc. of 82 Division Avenue, Massapequa, New York, 11758, for a term from March 1, 2024 through February 28, 2026 with no increase in price.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT

Nassau County, New York



REQUEST FOR PROPOSALS

For

STENOGRAPHIC COURT REPORTING SERVICES

MAYOR

ROBERT T. KENNEDY

TRUSTEES

JORGE A. MARTINEZ
RONALD ELLERBE

CARMEN J. PIÑEYRO
WILLIAM H. WHITE, JR.

Purchasing Department
Kim Weltner, Purchasing Agent

NON-COLLUSIVE BIDDING CERTIFICATION

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

(1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor:

(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and

(3) No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(4) That all requirements of law including amendatory provisions as to non-collusive bidding have been complied with.

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

Kim Weltner
Purchasing Agent

2. CONTRACTOR STAFF.

(a) Proposer staff must possess the required education, certification, knowledge, experience and character necessary to qualify them individually for the particular duties they perform. (b) The Proposer will agree to secure the services of a reputable company to conduct a thorough background investigation for each of its employees who will be providing the services proposed. The nature and scope of this investigation shall include, without limitation, Social Security Verification, County/New York State Criminal Conviction Search Report, Consumer Credit Report, Employment Verification and Sex Offender Search Report. The expense of each background investigation is to be incurred solely by the Proposer and updated annually. Proper documentation of findings and determinations of such background investigations must be supplied to the Village prior to the commencement of Services by the Proposer's employees, staff or Agents. The Village may then ascertain, in their sole discretion, if they wish to have such employee on their premises after a review of the results of said investigation.

3. DEPARTMENT MONITORING.

The Village has the responsibility for monitoring the Proposer's provision of services. The Village will determine, in its sole discretion, the methods which will be utilized to monitor the Proposer's compliance with services requirements. Monitoring methods may include, but are not limited to, on-site reviews of a Proposer's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system between the contractor and the Village.

4. TRANSCRIPT FORMATTING.

We require that all transcripts meet the standards set by the New York State Unified Court System:

A page is defined as follows:

25 numbered lines, not including title or page numbers
8 1/2" x 11" paper
left-hand margin 1 3/4"
right-hand margin 3/8"
writing block – horizontal 6 5/16"
writing block – vertical 9"
Q & A = 5 then to margin
Colloquy = 15 then 5
Space stops 5-5-5
10 characters to inch
13 lines minimum for billable page

commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. The Proposer's Exceptions to the RFP Requirements, if any.
6. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
7. Additional information that you believe pertinent to the Village's requirements.

Applicants should be able to provide:

- a. A completed Form One including the Applicant's Name, address, phone, facsimile, Tax ID#, names and addresses of all shareholders (10% or greater) and/or partners in the company, and all other requested business information and disclosures (see required forms).
- b. All applicants are expected to review the attached exhibits and become familiar with the plan, its census data, and claims filed.

Section Four: Proposal Evaluation and Selection

Review and selection of the applicant's proposal will be carried out in two (2) stages:

1. The Incorporated Village of Freeport will review each proposal for completeness and compliance with the terms and conditions of this Request for Proposals. The Incorporated Village of Freeport may exclude those proposals that are incomplete or fail to comply with the terms and conditions of the Request for Proposals.
2. The Incorporated Village of Freeport will review each proposal for its cost to the Incorporated Village of Freeport, demonstration of the applicant's experience, qualifications, financial ability and ability to manage the Village's self insured medical program, and may exclude those proposals that fail to comply.

The Incorporated Village of Freeport will make the final determination and award. The award will be subject to the execution of a full contract between the successful applicant and the Incorporated Village of Freeport. No contractual relationship will exist until such time as a fully executed contract is signed and approved by the parties, and the Board of Trustees of the Incorporated Village of Freeport.

Rejection of Proposals. This RFP does not commit the Village to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of

APPENDIX A
COST PROPOSAL

Please provide information pertaining to fees or costs associated with your proposal in the following format:

RATES:

*Minimum Fees - Where Minutes Taken/Transcribed

Minimum Fee for Whole Day, where minutes are taken: 100 -

Minimum Fee for Half Day, where minutes are taken: 100 -

Minimum Fee for Evening, where minutes are taken: 100 -

Transcription Rates/ Appearance Fee - Where Minutes Taken/Transcribed

Per Page Rate - Regular (10 day delivery): 4 75

Per Page Rate - Expedited (5 day delivery): 4 85

Per Page Rate - Daily (Overnight Delivery): 4 95

Per Page Rate - Replacement of Minutes Previously Transcribed: 0

Appearance Fee, Full Day: 195 -

Appearance Fee, Half Day: 90 -

Appearance Fee, Evening (after 6pm): 395 -

* The Minimum fees apply when minutes were taken but nothing was transcribed OR the total pages transcribed plus the appropriate appearance fee is Less than the applicable Minimum Fee. **Please note:** Transcript pages submitted after a minimum fee has been charged, cannot be billed until the total amount of pages transcribed for that Hearing date plus the applicable appearance fee(s) has exceeded the minimum fee previously billed. In other words, the total of all pages submitted for that Hearing date plus the applicable appearance fee(s) must be calculated, then the minimum fee previously billed must be subtracted before any balance due may be billed.

→ All transcripts must be delivered to the Village no later than ~~10~~ days after the hearing date 30.

NY REPORTING INC.

78 Division Avenue
Massapequa, NY 11758
516-680-1042

Appendix B

I, Gregg Trovato, as President of NY Reporting, Inc. over see the day to day operations of the stenographic employees. I've been a Court Reporter since 1990. I was appointed Court Reporter in the Nassau County Family Court from 1992-1994 until I took a position at the NCTPVA in 1995 where I've been ever since.

My duties include screening of all Court Reporters and hiring to ensure that they are qualified to perform their duties as a court reporter via their graduation from a qualified court reporting school, references and previous work experience.

NY Reporting, Inc will continue to provide Court Reporting services with the same quality and expertise that they provide for the last 15 years.



Gregg Trovato

APPENDIX B

- A. All Court Reporters on staff are certified from an accredited school and/or have years of experience. Please see attached resumes and/or certifications.
- B. Please see Appendix C Attachment for detailed experience.
- C. Have provided Court Reporting Services for the NCTPVA since its inception since 1995 to December 2010. Also provide the same service for the Freeport Village Traffic Court (please see attached Appendix C.)
- D. Please see attached sheet.

Scope of Work:

N4 Reporting will provide Court Reporting Services with certified Court Reporters who will take minutes, transcribe, read back and provide all services that are needed by the Village of Freeport.

The undersigned hereby certifies his or her compliance with the following:

"NON-COLLUSIVE PROPOSAL CERTIFICATION"

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

The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: 
(Signature)

PRINT NAME: Greg T. Rotato

DATE: 2/13/19

NY REPORTING INC.

78 Division Avenue
Massapequa, NY 11758
516-680-1042

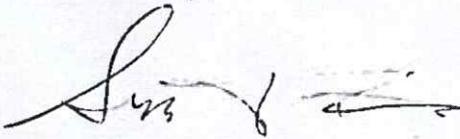
Inc. Village of Freeport
46 North Ocean Ave
Freeport, NY 11520
EIN: 81-3997640

To whom it may concern:

Listed below are Vendor Ownership and Disclosure Statement
regarding NY Reporting, Inc.

Gregg Trovato: President- 78 Division Ave, Massapequa, NY
11758

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregg Trovato', with a horizontal line extending to the right.

Gregg Trovato

NY REPORTING INC.

78 Division Avenue
Massapequa, NY 11758
516-680-1042

Appendix C

- A
- I) NY Reporting was incorporated September 16, 1998
 - II) NY Reporting
Gregg Trovato-President
78 Division Avenue
Massapequa, NY 11758
 - III) Same as above
 - IV) NY Reporting was incorporated in New York State
 - V) 10 Employees
 - VI) \$178,000
 - VI) Currently serving:
Nassau County Traffic & Parking Violations since inception
In 1995 to December 2010
Village of Freeport Traffic Court since 1991
Village of Freeport Fire Department Disciplinary Hearings
Village of Freeport Town Board, Zoning Board, and
Planning Commission
Village of Rockville Centre Traffic Court since 1998
Town of Oyster Bay Disciplinary Hearings since 2005
 - VII) N/A
- B. NY Reporting, Inc. has been in business for 6 years

APPENDIX C

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the Village, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the Village, offers the best value to the Village and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 2/13/19

- 1) Proposer's Legal Name: NY REPORTING
- 2) Address of Place of Business: 78 DIVISION AVE MASSAPEQUA NY 11758

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 516-686-1042

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 81-3997640

6) The proposer is (check one): Sole Proprietorship Partnership Corporation Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes No If Yes, please provide details: _____

APPENDIX C

8) Does this business control one or more other businesses? Yes ___ No If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No If Yes, provide details: _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No
If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for or on behalf of an affiliated business.
Yes ___ No If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
Yes ___ No If Yes, provide details for each such investigation. _____

APPENDIX C

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes ___
If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

✓

APPENDIX C

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

- a) Please disclose:
 - (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of the Village.
 - (ii) Any family relationship that any employee of your firm has with any Village public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of the Village.
 - (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of the Village.
- b) Please describe any procedures your firm has, or would adopt, to assure the Village that a conflict of interest would not exist for your firm in the future.

APPENDIX C

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Freeport Village Court

Contact Person Everette Sanchez

Address 40 N. Ocean Ave

City/State Freeport, NY

Telephone 516-377-2197

Fax # _____

E-Mail Address _____



APPENDIX C

Company Town of Oyster Bay

Contact Person Diana Kolega

Address 150 Miller Place

City/State Sussex, NY

Telephone 516-677-5803

Fax # _____

E-Mail Address _____

Company Nassau County Traffic & Parking

Contact Person Rosanna Alaveri

Address 116 Cooper Street

City/State Hempstead, NY

Telephone 516-572-2700

Fax # _____

E-Mail Address _____

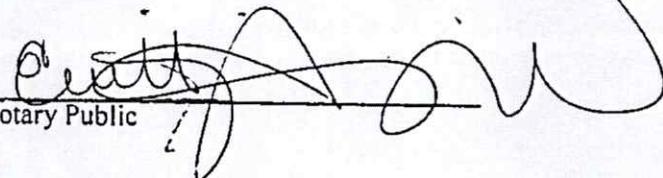
APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gregg Trorato, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the Village in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the Village will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

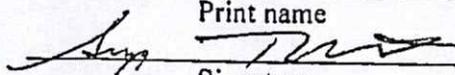
Sworn to before me this 13 day of February, 2019


Notary Public

EVETTE B AGUIRRE
Notary Public, State of New York
No. 05AG6125679
Qualified in Nassau County
Commission Expires April 18, 2021

Name of submitting business: NY Reporting

By: Gregg Trorato
Print name


Signature

President
Title

2-13-19
Date

Barbara Boccone
541 Brooklyn Boulevard
Brightwaters, New York 11718

Court Reporter

Education:

1976 to 1978 Adelphi Business School for Court Reporting Mineola, N.Y.

Experience:

2008 to Present Nassau County Parking and Violations Agency, Hempstead, New York,
traffic court proceedings and related transcripts

2008 to Present Traffic Court, Lake Success, New York – traffic court proceedings

2007 to 2009 Suffolk County Grand Jury, Riverhead, New York
- Grand Jury Reporter for GJ proceedings and related transcripts

2007 to Present Board of Appeals, Hewlett Harbor, New York – monthly meeting

1996 to Present Board of Appeals, Garden City, New York – monthly meeting

1990 – 2002 First District Court, Hempstead, New York
- Court Reporter for all court proceedings and related transcripts until
retirement in 2002

1983 – 1990 Nassau County Grand Jury, Mineola, New York
- Grand Jury Reporter for GJ proceedings and related transcripts

1981 – 1983 Acme Reporting Service, Nassau Street, New York
- Stenographic record of hearings, depositions and related transcripts

1980- 1981 First District Court
- Trials, hearings, district court proceedings and related transcripts.

1979 – 1980 Queens County Grand Jury
- Grand Jury Court Reporter for all proceedings and related transcripts

1978 – 1979 Acme Reporting Service, Nassau Street, New York
- Assignments included: City Hall hearings, disciplinary hearings, depositions
and related transcripts.

LYNETTE KHAN-MOHAN

51 SAMMIS AVENUE
DEER PARK, NY 11729
Home: (631) 254-0620
Mobile: (631) 219-3370

EMPLOYMENT OBJECTIVE:

To acquire a position as a Court Reporter.

SKILLS:

- Stenographically recording, transcribing and preparing transcripts of trials, calendar calls, arraignments, hearings, depositions and town board hearings using the CAT System, Case CAlyst.

EMPLOYMENT EXPERIENCE:

- Ongoing work experience as a Court Reporter.
- 11 ½ years work experience in the public service with the Motor Vehicles Department.
- General Clerk, managerial and supervisory work.
- Staff training and supervision.
- Preparing of monthly, quarterly and yearly returns.
- Cashier.
- Fund raising, organizing special events.
- Knowledge of computerized operations.

EMPLOYMENT HISTORY:

11/09 – present	ELITE REPORTING Massapequa, New York Freelance Reporter
9/98 – present	INCORPORATED VILLAGE OF OCEAN BEACH VILLAGE JUSTICE COURT Fire Island, New York. Court Reporter
8/09 – 1/10	SUZANNE HAND & ASSOCIATES, INC. Islip, New York Freelance Reporter
2/07 – 12/26/07	DISTRICT COURT 99 Main Street Hempstead, New York. Court Reporter.

7/00 – 2/07 CRIMINAL COURT
100 Centre Street
New York, New York.
Court Reporter.

4/99 – 7/00 CRIMINAL COURT
100 Centre Street
New York, New York
Per Diem Court Reporter

9/98 – 4/99 SUFFOLK COUNTY
FAMILY COURT
Central Islip, New York.
Per Diem Court Reporter.

9/98 – 4/99 SUFFOLK COUNTY
DISTRICT COURT
Central Islip, New York.
Per Diem Court Reporter.

9/98 – 4/99 TOMMER REPORTING
Mincola, New York.
Freelance Reporter.

6/92 – 8/98 ABLE HEALTH CARE
Smithtown, New York.
Home Health Aide.

7/80 – 4/92 MINISTRY OF WORKS
MOTOR VEHICLES DEPARTMENT
San Fernando, Trinidad West Indies.
General Clerk, managerial and supervisory work.

EDUCATION:

7/93 – 8/98 LONG ISLAND BUSINESS INSTITUTE
Commack, New York.

9/75 – 7/79 ST. STEPHEN'S COLLEGE
Princes Town, Trinidad West Indies
.. Obtained a General Certificate of Education
from University of Cambridge, England.

SCHOLARSHIPS/AWARDS:

New York State Court Reporters Association
Horizon Scholarship Award - 1997

INTERNSHIP:

Suffolk County District Court Central Islip, New York.
■ Jury trials, bench trials, arraignments, calendar.
■ Court reporters: Ms. Alice Birkel, Ms. Patricia Rella.
■ Approximately fifty hours.
Suzanne Hand & Associates Melville, New York.
■ Freelance Reporter: Ms. Susan Crane.
All-Star Reporting Bayside, New York.
■ Freelance Reporter: Ms. Grace Nuccio.
Tommer Reporting Mineola, New York.
■ Freelance Reporter: Ms. Diedre Daniels.

EXTERNSHIP:

Suffolk County Supreme Court Central Islip, New York.
■ Trials, arraignments, calendar.

MEMBERSHIPS:

National Court Reporters Association.

REFERENCES:

Robert Cullen
Supervising Court Reporter
District Court, Nassau County
(516) 572-2180

Others available on request.

UNIVERSITY OF THE



STATE OF NEW YORK

Long Island Business Institute

Commack, New York

To all to whom this present document shall come, be it known that

Michele Burriano

having satisfactorily completed the prescribed course of study, having satisfied all other requirements, and having been recommended by the Faculty and Trustees of this Institution, is hereby admitted by the University of the State of New York to the

Associate in Occupational Studies
in **Court Reporting**

and is entitled to all rights and privileges pertaining to that degree.

In Witness Whereof, the Regents grant this Diploma Number 437 under the seal of

The University of the State of New York, at Albany, NY, this 26th day of June, 2007

Don W. Pullong

President

R. M. Bannock

Chairman of the Board of Regents

Richard M. ...

Commissioner of Education

MICHELE BURRUANO
2622 WOODS AVENUE
EAST MEADOW, NY 11554
516-286-6843

SKILLS

Taking minutes, transcribing and preparing transcripts of trials, calendar calls, arraignments, hearings, depositions, and Town Board meetings using the Eclipse System.

EMPLOYMENT EXPERIENCE

Elite Reporting, Massapequa, New York (April 2007-Present)
Nassau County Parking & Traffic Violations Agency
Freelance Stenographer (April 2007 - December 2010)

Village of Freeport Traffic Court (June 2007-Present)
Village of Freeport Site Plan Review Board
Village of Freeport Zoning Board
Village of Freeport Board of Trustees Meetings

Village of Garden City Traffic Court (January 2008-Present)
Village of Garden City Town Board Meetings

EDUCATION

LONG ISLAND BUSINESS INSTITUTE, COMMACK NY
AOS Degree in Court Reporting

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: Howard E. Colton, Village Attorney March 12, 2019
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 11, 2019:

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

WHEREAS, on January 28, 2019 the Board of Trustees, authorized the publication of a Request for Proposals for Stenographic Court Reporting Services; and

WHEREAS, one company submitted a proposal by the return date of February 15, 2019; and

WHEREAS, after review, the proposal submitted by NY Reporting, Inc. meets the needs of the Village of Freeport; and

WHEREAS, the proposal submitted includes the same cost structure from the services previously provided by NY Reporting, Inc.; and

WHEREAS, the cost for per diem appearances is \$100.00, \$395.00 for appearances with transcript after 6PM, and the charge for delivery of transcripts is \$4.75 per page for ten-day delivery, \$4.85 per page for five-day expedited delivery, and \$4.95 per page for overnight delivery, with all transcripts to be provided within a maximum of thirty days; and

WHEREAS, there are sufficient funds in budget lines A111004 545700 Court Non-Employee Salaries, A141004 545700 Clerk Non-Employee Salaries and A142004 545700 Law Non-Employee Salaries to cover the cost of said services; and

NOW, THEREFORE BE IT RESOLVED that the proposal of NY Reporting, Inc. and hereby is accepted and the contract for the above-referenced services be awarded to NY Reporting, Inc. of 82 Division Avenue, Massapequa, New York, 11758, at the per diem cost as provided in the proposal for a term running from March 1, 2019 to February 28, 2022, with the option to renew for 2 additional years, with no increase in prices.

The Clerk polled the Board as follows:

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

*4/16/19 - maunse
will get original
copy
11/12/2019 Ribon review*

*12/11/2019
Asked Anna
to research*

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

Copy to:

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

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DIRECTIVE

TO: Carmen Ramos, Village Court Clerk February 10, 2022
FROM: Lisa DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 7, 2022;

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

WHEREAS, on March 11, 2019, the Board awarded a Request for Proposals for Stenographic Court Reporting Services contract to NY Reporting, Inc. of 82 Division Avenue, Massapequa, New York, 11758, at the per diem cost as provided in the proposal for a term running from March 1, 2019 to February 28, 2022 with the option to renew for 2 additional years; and

WHEREAS, the Village Court Clerk is requesting approval from the Board to renew the contract for a term from March 1, 2022 through February 28, 2024 with no increase in price; and

WHEREAS, the cost for per diem appearances is \$100.00, \$395.00 for appearances with transcript after 6PM, and the charge for delivery of transcripts is \$4.75 per page for ten-day delivery, \$4.85 per page for five-day expedited delivery, and \$4.95 per page for overnight delivery, with all transcripts to be provided within a maximum of thirty days; and

WHEREAS, there are sufficient funds in budget line A142004 545700 Law Non-Employee Salaries to cover the cost of said services; and

NOW, THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be and hereby is authorized to execute any and all documentation necessary to renew the contract with NY Reporting, Inc. of 82 Division Avenue, Massapequa, New York, 11758, at the per diem cost as provided above for a term from March 1, 2022 through February 29, 2024.

The Clerk polled the Board as follows:

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

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

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

AGENDA

BOARD OF TRUSTEES' MEETING

November 27, 2023

5:30 PUBLIC HEARING

To consider amending Chapter 155 by adding “Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments”.

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

DIRECTIVE

TO: Howard E. Colton, Village Attorney November 15, 2023
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 13, 2023:

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

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 27th day of November 2023, at 5:30 P.M., to consider amending Chapter 155 entitled Peace and Good Order, by amending Chapter XIV entitled "Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments."

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 27th day of November 2023 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

The Clerk polled the Board as follows:

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

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
<u> </u> Board & Comm.	<u>X</u> Police Dept.	<u>X</u> Dep. V. Clerk

FILE

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

X Claims Examiner
X Comptroller
X Court

X Publicity
X Public Works
X Purchasing

OTHER

11-11-11

NOTICE OF PUBLIC HEARING

RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, by virtue of the authority invested by law, shall conduct a public hearing to be duly held on the 27th day of November 2023, at 5:30 P.M., to consider amending Chapter 155 entitled Peace and Good Order, by amending Chapter XIV entitled “Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments.”

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT, ss: I, PAMELA WALSH BOENING, Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the Said Board of Trustees, calling for a public hearing to be duly held in the Main Conference Room of the Municipal Building of the Village of Freeport, 46 N. Ocean Avenue, Freeport, New York on the 27th day of November 2023 at 5:30 P.M., and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 13th day of November 2023.

Pamela Walsh Boening
Village Clerk

Dated: Freeport, New York
November 16, 2023

RE: Local Law Post Deprivation Hearing
RETURN TO: Pamela Walsh Boening

AFFIDAVIT OF POSTING

State of New York

County of Nassau

I, Brianna Montes, being duly sworn, deposes and states that on the 17th day of November, 2023 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

MUNICIPAL BUILDING **46 North Ocean Avenues**

MEMORIAL LIBRARY **144 West Merrick Road**

AND FAXED TO THE FOLLOWING LOCATIONS FOR POSTING:

RECREATION CENTER **130 E. Merrick Road**

FREEPORT HOSE CO. #1 **22 Southside Avenue**

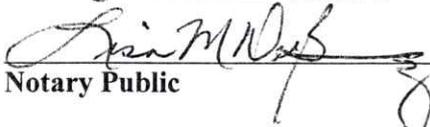
FREEPORT HOSE CO. #2 **15 Broadway**

FREEPORT HOSE CO. #3 **375 South Bayview Avenue**



Deponent

Sworn to before me this 17 day
of November 2023



Notary Public

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

10/10/10

100% POST CONSUMER
RECYCLED PAPER

VILLAGE OF FREEPORT
Department of Buildings
Recommendation

Notice

x Negative Declaration

Positive Declaration

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

x The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.

 The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement.
(See reasons below)

Project : To amend Chapter 155 of the Village Code

Building Permit App. N/A

Location: N/A

Applicant: Incorporated Village of Freeport

Description: amending Chapter 155 entitled Peace and Good Order, by amending Chapter XIV entitled "Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments."

Lead Agency: Department of Buildings
for the Board of Trustees
Village of Freeport
46 North Ocean Avenue

Agency Contact Person:
Superintendent of Buildings
(516) 377-2242

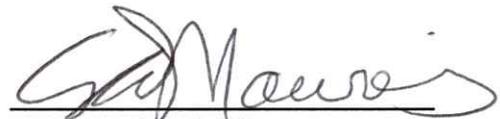
REASON(S) FOR DETERMINATION

This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) _____

B) Possible environmental effects identified:
(only if positive determination)

DATED: November 14, 2023
Freeport, New York



Sergio Mauras
Superintendent of Buildings

IMPORTANT: This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.

The Following Resolution was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

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

WHEREAS, the proposed action is to consider amending Chapter 155 entitled Peace and Good Order, by amending Chapter XIV entitled “Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments”; and

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

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

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

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

The Clerk polled the Board as follows:

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

The Following Resolution was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

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

WHEREAS, the proposed action is to consider amending Chapter 155 entitled Peace and Good Order, by amending Chapter XIV entitled “Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments”; and

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

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

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

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

The Clerk polled the Board as follows:

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

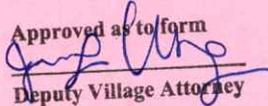
Approved as to form

Deputy Village Attorney

EXHIBIT H

A LOCAL LAW TO AMEND CHAPTER 155, ARTICLE XIV, ENTITLED “POST DEPRIVATION HEARINGS – VEHICLES IMPOUNDED FOR UNPAID PARKING TICKETS AND DEFAULT JUDGMENTS” SECTION 155-107.

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT AS FOLLOWS:

Section 1: Chapter 155 Article XIV, §155-107 which reads as follows, is hereby repealed:

Article XIV Post Deprivation Hearings – Vehicles Impounded for Unpaid Parking Tickets and Default Judgments

§155-107 Procedure

1. Ascertainment of and notice to Interested Parties: Upon impoundment, removal or seizure of a vehicle for unpaid parking tickets and default judgments, the Village shall conduct a diligent inquiry to determine the identity of parties with interests in the seized vehicle (the “Interested Parties”), and within 10 days of the impoundment, removal or seizure shall provide written notice (“Notice of Seizure”) of the right to a retention hearing (the “Retention Hearing”) to those Interested Parties, defined as follows:
 - a. The driver in possession at the time of seizure;
 - b. The registrant of the vehicle;
 - c. The titled owner of the vehicle;
 - d. Any lessor of the vehicle; and/or
 - e. Any lienholder of the vehicle.
2. Written Notice of Retention Hearing Procedure and turnover to other Interested Party on event of Default:
 - a. The Notice of Seizure shall state that each Interested party has the right to a prompt post impoundment, removal or seizure hearing (“Retention Hearing”) before a neutral decision maker who shall review the legality of the seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue among the registered owner/ titled owner, lessor/lessee and shall be given by certified mail to the Interested parties in the vehicle.
 - b. The notice shall also inform owners of vehicles subject to liens, or lessees of leased vehicles—as applicable—that if they fail to participate in a Retention Hearing and are in default under the terms of their lease, that the seized vehicle may instead be released to a lienholder or lessor (as applicable) if a post-default review of indicates that such lienholder or lessor is entitled to take possession of the seized vehicle.
 - c. The Notice of Seizure shall be sent by certified mail, return receipt requested, to the Interested Parties at the address listed for each interested party on the license, registration and/or document of title for the vehicle in question or such other address as is reasonably calculated to give the Interested Party notice of the removal, seizure, impoundment or detention.
 - d. The Notice of Seizure shall state the name and address of the Interested Party; make, model and vehicle identification number (“VIN”) of the seized vehicle; the purpose of the Retention Hearing is to determine the legality of the impoundment, removal or seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue and that each Interested Party shall have the option to request such hearing, which must be

commenced within twenty-one (21) days from the time the Notice of Seizure is sent to all Interested Parties.

3. Independent Agent to Conduct Hearings and Procedure to be made public:
 - a. The procedure to obtain a Retention Hearing before a neutral decision maker shall be posted on the Village's website.
 - b. The Village shall appoint an independent agent to conduct such Retention Hearings at the cost and expense of the Village.
4. Conduct of the Retention Hearing:
 - a. Retention Hearings shall be scheduled in person and/or virtually at Village premises or locations in or outside the Village designated by the Village for such hearings.
 - b. The Retention Hearing shall be conducted promptly following the seizure, impoundment, and detention of any vehicle before a neutral decision maker who shall:
 - i. Review the legality of the seizure;
 - ii. Review the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle; and
 - iii. Determine the rights of possession in the vehicle at issue.
 - c. The neutral decision maker shall reserve continuing jurisdiction beyond the initially scheduled Retention Hearing in the event of the need to adjourn such hearing due to circumstances beyond the control of the parties, such as weather or public health events, but in no instance shall this provision result in the retention of a vehicle indefinitely without a hearing.
5. Default and Post-Default Review: If no Interested Party requests a Retention Hearing or appears at the requested Retention Hearing, all Interested Parties will be deemed in default. In the event of a default, the Village Attorney shall conduct a post-default review of the seizure to determine:
 - a. The legality of the seizure,
 - b. The appropriateness of any fees and expenses charged in relation to the seizure and storage of the vehicle.
6. Actions Post-Default: Following post-default review, the Village may take such further actions as are called for by its laws or other policies and procedures, including the imposition of fees, seeking forfeiture or otherwise disposing of the vehicle.
7. Proof of the Right of Titled Owner or Lienholder to retake possession: A vehicle will not be turned over to a titled owner, lessor or lienholder until the lessor or lienholder provides satisfactory proof of the right of a titled owner, lessor or lienholder to take possession of a vehicle in the form of an Affidavit of Right from an appropriate custodian of records of the titled owner, lessor or lienholder stating:
 - a. The reason(s) the titled owner, lessor or lienholder has a current right to take possession of the vehicle and attaching certified copy of the lease document or retail installment contract;
 - b. An agreement by the titled owner, lessor or lienholder to reasonably cooperate with the Village should a driver or registrant later make claims against the Village related to the Village's turnover of the vehicle to the titled owner, lessor; and/or lienholder;
 - c. An agreement to release the Village for its conduct in towing the vehicle; and
 - d. An agreement that the titled owner, lessor or lienholder shall pay to the Village those fees which may be imposed by a written disposition following the Retention Hearing.

8. This chapter shall not apply where a vehicle is impounded under authority granted pursuant to New York State Statute.

Section 2. Chapter 155 Article XIV, §155-107 which reads as follows, is hereby adopted:

Article XIV Post Deprivation Hearings – Vehicles Impounded

§155-107 Procedure

1. Ascertainment of and notice to Interested Parties: Upon impoundment, removal or seizure of a vehicle for unpaid parking tickets, violations of New York State Vehicle and Traffic Law §§ 319, 340, 355, 401, 402, or 512, and default judgments, the Village shall conduct a diligent inquiry to determine the identity of parties with interests in the seized vehicle (the “Interested Parties”), and within 10 days of the impoundment, removal or seizure shall provide written notice (“Notice of Seizure”) of the right to a retention hearing (the “Retention Hearing”) to those Interested Parties, defined as follows:
 - a. The driver in possession at the time of seizure;
 - b. The registrant of the vehicle;
 - c. The titled owner of the vehicle;
 - d. Any lessor of the vehicle; and/or
 - e. Any lienholder of the vehicle.
2. Written Notice of Retention Hearing Procedure and turnover to other Interested Party on event of Default:
 - a. The Notice of Seizure shall state that each Interested party has the right to a prompt post impoundment, removal or seizure hearing (“Retention Hearing”) before a neutral decision maker who shall review the legality of the seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue among the registered owner/ titled owner, lessor/lessee and shall be given by certified mail to the Interested parties in the vehicle.
 - b. The notice shall also inform owners of vehicles subject to liens, or lessees of leased vehicles—as applicable—that if they fail to participate in a Retention Hearing and are in default under the terms of their lease, that the seized vehicle may instead be released to a lienholder or lessor (as applicable) if a post-default review of indicates that such lienholder or lessor is entitled to take possession of the seized vehicle.
 - c. The Notice of Seizure shall be sent by certified mail, return receipt requested, to the Interested Parties at the address listed for each interested party on the license, registration and/or document of title for the vehicle in question or such other address as is reasonably calculated to give the Interested Party notice of the removal, seizure, impoundment or detention.
 - d. The Notice of Seizure shall state the name and address of the Interested Party; make, model and vehicle identification number (“VIN”) of the seized vehicle; the purpose of the Retention Hearing is to determine the legality of the impoundment, removal or seizure, the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle and determine the rights of possession in the vehicle at issue and that each Interested Party shall have the option to request such hearing, which must be commenced within twenty-one (21) days from the time the Notice of Seizure is sent to all Interested Parties.
3. Independent Agent to Conduct Hearings and Procedure to be made public:

- a. The procedure to obtain a Retention Hearing before a neutral decision maker shall be posted on the Village's website.
 - b. The Village shall appoint an independent agent to conduct such Retention Hearings at the cost and expense of the Village.
4. Conduct of the Retention Hearing:
 - a. Retention Hearings shall be scheduled in person and/or virtually at Village premises or locations in or outside the Village designated by the Village for such hearings.
 - b. The Retention Hearing shall be conducted promptly following the seizure, impoundment, and detention of any vehicle before a neutral decision maker who shall:
 - i. Review the legality of the seizure;
 - ii. Review the appropriateness of any fees and expenses to be charged in relation to the seizure and storage of the vehicle; and
 - iii. Determine the rights of possession in the vehicle at issue.
 - c. The neutral decision maker shall reserve continuing jurisdiction beyond the initially scheduled Retention Hearing in the event of the need to adjourn such hearing due to circumstances beyond the control of the parties, such as weather or public health events, but in no instance shall this provision result in the retention of a vehicle indefinitely without a hearing.
5. Default and Post-Default Review: If no Interested Party requests a Retention Hearing or appears at the requested Retention Hearing, all Interested Parties will be deemed in default. In the event of a default, the Village Attorney shall conduct a post-default review of the seizure to determine:
 - a. The legality of the seizure,
 - b. The appropriateness of any fees and expenses charged in relation to the seizure and storage of the vehicle.
6. Actions Post-Default: Following post-default review, the Village may take such further actions as are called for by its laws or other policies and procedures, including the imposition of fees, seeking forfeiture or otherwise disposing of the vehicle.
7. Proof of the Right of Titled Owner or Lienholder to retake possession: A vehicle will not be turned over to a titled owner, lessor or lienholder until the lessor or lienholder provides satisfactory proof of the right of a titled owner, lessor or lienholder to take possession of a vehicle in the form of an Affidavit of Right from an appropriate custodian of records of the titled owner, lessor or lienholder stating:
 - a. The reason(s) the titled owner, lessor or lienholder has a current right to take possession of the vehicle and attaching certified copy of the lease document or retail installment contract;
 - b. An agreement by the titled owner, lessor or lienholder to reasonably cooperate with the Village should a driver or registrant later make claims against the Village related to the Village's turnover of the vehicle to the titled owner, lessor; and/or lienholder;
 - c. An agreement to release the Village for its conduct in towing the vehicle; and
 - d. An agreement that the titled owner, lessor or lienholder shall pay to the Village those fees which may be imposed by a written disposition following the Retention Hearing.
8. This chapter shall not apply where a vehicle is impounded under authority granted pursuant to New York State Statute.

Section 3. This local law shall take effect immediately upon filing with the Secretary of State's Office.