

**AGENDA                                      BOARD OF TRUSTEES' MEETING                                      December 4, 2023**

**1. COMMUNICATIONS**

- a) Request approval of the Board of Trustees' minutes from November 27, 2023.
- b) Request approval of the Board of Trustees' sitting as the Board of Review minutes from November 21, 2023.
- c) Request approval of the Board of Trustees' minutes from the November 27, 2023 Budget workshop meeting.
- d) Request approval of the Board of Trustees' minutes from the November 28, 2023 Budget Workshop meeting.

**2. ASSESSOR – Vilma I. Lancaster**

- a) Request approval to renew the professional services contract with Real Estate Assessment Group, 11 Buchanan Street, Freeport, New York 11520, from March 1, 2024 through February 28, 2025, at a not to exceed amount of \$117,357, an increase of 2%.
- b) Request approval to remove exemptions from the 2024/2025 Tentative Assessment Roll for Section 36, block 375, Lot 14 a/k/a 245 Mount Joy Avenue and Section 54, Block 199, Lot 114 a/k/a 181 Juanita Avenue, due to a transfer of title from a member of an exempt class to a non-exempt class and further request that the Village Treasurer issue a corrected 2023/2024 property tax bill.

**3. FIRE DEPARTMENT – Raymond F. Maguire**

- a) Request approval of the Freeport Fire Council and that membership be granted to Daniel Stahl, Engine Co. #1.
- b) Request approval of the Freeport fire Council and that membership be granted to Zachary Mance, Hose Co. #4.

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

- a) Request to extend the “2023 Supply of Car Tires” contract with Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, New York 11753, from March 1, 2024 through February 28, 2025, in the amount of \$47,179.54, with no increase in unit prices.

**5. RECREATION CENTER – Victoria Dinielli**

- a) Request approval to increase the personal services agreement with Carole Murphy for the Aquacise program, from \$3,000 to \$3,800, for the current fiscal year.

**6. VILLAGE ATTORNEY – Howard E. Colton**

- a) Request retroactive approval to enter into a lease agreement with Two Cousins Fish Market, 75 Bennington Avenue, Freeport, New York 11520 to lease property at Parking Field #20, Bennington Avenue, at \$1,313.00 per month.

**7. VILLAGE CLERK – Pamela Walsh Boening**

- a) Request approval of the miscellaneous sidewalk resolution in the amount of \$5,982, to be reimbursed by the property owner, for the following:

144 W Merrick Road	\$2,225.00
415 W Merrick Road	\$2,176.00
110 Pine Street	\$1,581.00

**8. VILLAGE COMPTROLLER – Anthony N. Dalessio**

- a) Request approval to extend the professional services agreement with BST & Co. CPAs, LLP, 10 British American Blvd., Latham, New York 12110, for Independent Auditing Services, from March 1, 2024 through February 28, 2025, not to exceed \$59,500.
  
- b) Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the 2023/2024 fiscal year operating budget:

FROM:

A641004 540900 Publicity/Postage \$900.00

TO:

A141004 540900 Clerk/Postage \$900.00

**9. WATER & SEWER – Robert R. Fisenne**

- a) Request to extend the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023 (Contract #1) with Core & Main LP, 1536 Southern Blvd., Suite 10, Bronx, New York 10460, from March 1, 2024 through February 28, 2025, with no increase in unit prices.
  
- b) Request to extend the “2023 Furnishing of Liquid Sodium Hypochlorite” contract with PVS Minibulk Inc., 10900 Harper Avenue, Detroit, Michigan 48213, in the amount of \$126,280.00, from March 1, 2024 through February 28, 2025, with no increase in unit prices.
  
- c) Request to extend the “2022 Furnishing of Water Meters” contract with Rio Supply Inc., 100 Allied Parkway, Sicklerville, New Jersey 08081, in the amount of \$396,450.00, with no increase in unit prices.

**COMMENTS PERMITTED ON AGENDA ITEMS**

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

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TO: Mayor Robert T. Kennedy and Board of Trustees  
FROM: Vilma I. Lancaster, Village Assessor  
DATE: November 16, 2023  
RE: Real Estate Assessment Group Inc. Contract 3/1/2024– 2/29/2025

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The Assessment Department is requesting to renew the contract for 3/1/2024-2/29/2025 Fiscal Year with Mr. Mark Davella from Real Estate Assessment Group, Inc., due to his extensive knowledge of SCAR and Tax Certiorari proceedings related to Freeport.

Mr. Davella has worked for the Village for the past 10 years. His extensive knowledge of Freeport and areas outside of Freeport and combined with his background and skills in commercial and residential appraisals has reduced the number of grievances and refund amounts that we pay to the legal firms and property tax reduction companies. Mr. Davella experience as a former Administrative Judge at Nassau County Supreme Court, was to make decisions relative to SCARS; as such he is able to take a stance for the Village of Freeport against the firms that have SCARS proceedings against the Village of Freeport.

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

The professional services performed by Real Estate Assessment Group Inc. are specialized skills and are therefore exempt from competitive bidding requirements of General Municipal Law. The expenses for this service are paid from account A193004 545500 - Judgments & Claims. The current contract was for twelve months to remain in line with the Village's fiscal year of 2024/2025 the request is an increase of 2% for the current fee and not to exceed \$117,357 and the contract is adjusted to state a monthly rent of \$400 for the use of his office space and REAG agrees to pay. Use of this office space shall only be for work related to this contract. The request equates to a minimum of 1,248 hours for a twelve month period @ a rate of \$94.00 per

hour and that includes various out of pocket expenses. There are no additional hours billed or paid should Real Estate Assessment Group, Inc. spend more time with the Assessment Department during the twelve months.

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

  
Vilma I. Lancaster  
Village Assessor

Note: 2023/2024 Contract Attached

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

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

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

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

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

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

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

**WHEREAS**, these services will be performed pursuant to an agreement beginning on March 1, 2024 and ending on February 28, 2025 for a fee not to exceed \$117,357 (\$58,678.50 per six month period), to be billed at the rate of \$94.00 per hour with a cap of 1,248 hours (624 hours per six month period), an increase of 2% (\$2,301) from the previous year; and

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Assessor, Vilma Lancaster, the Board approve and the Mayor be authorized to execute a personal services agreement with Real Estate Assessment Group, Inc., 11 Buchanan Street,

Freeport, New York 11520 beginning March 1, 2024 and ending on February 28, 2025 for a not to exceed cost of \$117,357.00 subject to the following restriction:

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

The Clerk polled the Board as follows:

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

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

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**Real Estate Assessment Group, Inc.**

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**March 1, 2023 to February 29, 2024**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the 12 day of March 2023, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF" or "the Village"), and Real Estate Assessment Group, Inc., located at 11 Buchanan Street, Freeport, New York 11520 (hereinafter referred to as "REAG"):

### WITNESSETH:

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

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

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

### TERMS AND CONDITIONS

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

#### 1. *Employment.*

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

#### 2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 for a period of one year culminating on February 29, 2024 with an option for renewal upon approval by the Village Board of Trustees and with a right by either party to terminate this Agreement upon thirty (30) day written notice.

#### 3. *Compensation.*

For all services rendered by REAG under this Agreement, the IVF shall pay the Consultant a fee of \$115,056.00 to be billed at the rate of \$92.19 per hour with a cap of 1248 hours. All services to IVF and any and all submitted claims for payment shall be accompanied by an itemized listing of the services rendered and the dates and times on which they were rendered. If REAG has any conflict of interest, as determined by the Office of the Village

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

### 3a. *Rent*

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

### 4. *Duties*

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

The nature of the services to be rendered includes:

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

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

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

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

*5. Extent of Services.*

REAG shall devote such time, attention and energies to IVF as needed in order to accomplish the task outlined hereto, under the direction of the Village Assessor, but not to exceed the amount of 115,056.00 for the contracted period.

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

*6. No Participation.*

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

*7. Hold Harmless.*

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

*8. Non-Disclosure.*

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

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

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

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This provision shall survive the termination and/or expiration of the contract.  
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*9. Death or Disability.*

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

*10. Assignment.*

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

*11. Notices.*

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

*12. Documents*

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

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

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

12. *Entire Agreement and Waiver.*

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

13. *Amendments.*

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

14. *Parties in Interest.*

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

15. *Severability.*

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

16. *Subject Headings.*

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

17. *Applicable Law.*

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

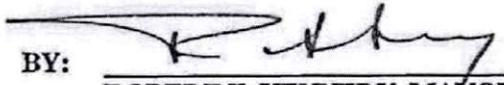
18. *Miscellaneous.*

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

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

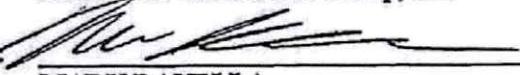
INCORPORATED VILLAGE OF FREEPORT

BY:

 3/12/23  
ROBERT T. KENNEDY, MAYOR

Real Estate Assessment Group, Inc.

BY:

  
MARK DAVELLA

Approved as to form:

  
Howard E. Colton

Village Attorney 3/13/23

# **CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Real Estate Assessment Group, Inc.**

**March 1, 2024 to February 28, 2025**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF" or "the Village"), and Real Estate Assessment Group, Inc., located at 11 Buchanan Street, Freeport, New York 11520 (hereinafter referred to as "REAG"):

### WITNESSETH:

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

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

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

### TERMS AND CONDITIONS

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

1. *Employment.*

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

2. *Term.*

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3. *Compensation.*

For all services rendered by REAG under this Agreement, the IVF shall pay the Consultant a fee of \$117,357.00 to be billed at the rate of \$94.00 per hour with a cap of 1,248 hours. All services to IVF and any and all submitted claims for payment shall be accompanied by an itemized listing of the services rendered and the dates and times on which they were rendered. If REAG has any conflict of interest, as determined by the Office of the Village

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

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

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

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

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

*5. Extent of Services.*

REAG shall devote such time, attention and energies to IVF as needed in order to accomplish the task outlined hereto, under the direction of the Village Assessor, but not to exceed the amount of \$117,357.00 for the contracted period.

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

*6. No Participation.*

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

*7. Hold Harmless.*

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

*8. Non-Disclosure.*

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

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

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

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

*9. Death or Disability.*

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

*10. Assignment.*

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

*11. Notices.*

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

*12. Documents*

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

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

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

12. *Entire Agreement and Waiver.*

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

13. *Amendments.*

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

14. *Parties in Interest.*

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

15. *Severability.*

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

16. *Subject Headings.*

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

17. *Applicable Law.*

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

18. *Miscellaneous.*

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

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

**INCORPORATED VILLAGE OF FREEPORT**

**BY:** \_\_\_\_\_  
**ROBERT T. KENNEDY, MAYOR**

**Real Estate Assessment Group, Inc.**

**BY:** \_\_\_\_\_  
**MARK DAVELLA**

Approved as to form  
  
**Deputy Village Attorney**

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

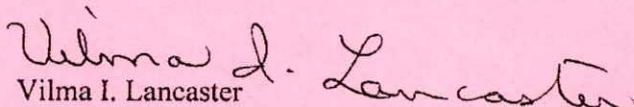
TO: Mayor Robert T. Kennedy and Board of Trustees  
FROM: Vilma I. Lancaster, Village Assessor  
DATE: November 28, 2023  
RE: Remove Exemptions from 2024/2025 Tentative Assessment Roll

Permission is requested for the Assessor to remove from 2024/2025 Tentative Assessment Roll an exemption that is related to Senior Property. The removal of assessed values exemption 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
36 / 375 / 14	245 Mount Joy Ave	41800 Senior	3,160	Property Sold 11/10/2023
54 / 199 / 114	181 Juanita Ave	41661 Vol Firefighter	548	Property Sold 11/15/2023

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 2024/2025 Tentative Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
36 / 375 / 14	245 Mount Joy Ave	41800 Senior	3,160	Property Sold 11/10/2023
54 / 199 / 114	181 Juanita Ave	41661 Vol Firefighter	548	Property Sold 11/15/2023

**WHEREAS**, the Assessor reviewed the application and made the recommendation that the exemptions be removed from 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 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

**FREEPORT FIRE DEPARTMENT**

**15 BROADWAY**

**FREEPORT, NEW YORK 11520**

**November 27, 2023**

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

**Re: New Members of the Freeport Fire Department**

**Hon. Mayor Kennedy and Board of Trustees:**

**Please be advised that the following new members have been approved by the Freeport Fire Council into the Freeport Fire Department subject to the approval of the Board of Trustees:**

**Daniel Stahl – Engine Co. #1**

**Zachary Mance – Hose Co. #4**

**Thank you for your courtesy and consideration herein.**

**Very truly yours,**

***Jerry Cardoso***

**Jerry Cardoso  
Secretary to the Fire Council  
Freeport Fire Department**

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

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To: Mayor Robert T. Kennedy

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

Date: November 20, 2023

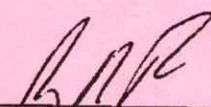
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**Re: 2023 SUPPLY OF CAR TIRES**

At the Village Board of Trustees meeting on April 17, 2023, the referenced purchase contract was awarded to Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, NY 11753, in the amount of \$47,179.54. The Contract was set up as a one-year contract expiring on February 29, 2024, with two one-year extensions at no increase in the contract. To date, we have spent \$17,446.71 under this contract. Funding for this purchase will come out of the Garage operating budget for the purchase of tires (A164004 541000).

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

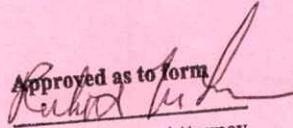
Accordingly, we are recommending that the contract "2023 SUPPLY OF CAR TIRES" be extended for an additional year, from March 1, 2024 until February 28, 2025, to Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, NY 11753, with no increase in the unit prices.

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

Encl.

c.

P. Lester, Secretary to the Mayor  
P. Boening, Village Clerk  
K. Weltner, Purchasing Agent  
A. Cestaro, Garage Supervisor

  
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**, on April 17, 2023, the Board awarded the 2023 Supply of Car Tires – Rebid to Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, NY 11753, in the amount of \$47,179.54 for a term of one-year retroactive to March 1, 2023 through February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, to date, the Village has spent \$17,446.71 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the 2023 Supply of Car Tires – Rebid with Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, NY 11753, for a term of one-year from March 1, 2024 to February 28, 2025, with no increase in the unit prices; and

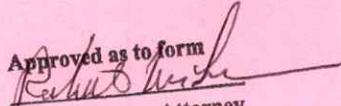
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension; and

**WHEREAS**, funding for this purchase will come out of the Garage operating budget for the purchase of tires (A164004 541000); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the contract extension for the “2023 Supply of Car Tires – Rebid” with Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, NY 11753, for an additional year from March 1, 2024 to February 28, 2025, with no increase in the unit prices.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works April 20, 2023

FROM: Lisa M DeBourg, Deputy Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of April 17, 2023:

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

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

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the 2023 Supply of Car Tires – Rebid to Goodyear Tire and Rubber Co., 336 North Broadway, Jericho, NY 11753, in the amount of \$47,179.54 for a term of one-year retroactive to March 1, 2023 through February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: **2023 SUPPLY OF CAR TIRES**

CONTRACTOR: **GOODYEAR TIRE AND RUBBER CO.**

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	<u>PRICE</u> DECREASE	<u>PRICE</u> INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: Scott Hanrahan DATE: 11/29/2023

(CONTRACTOR)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(ENGINEER)

Incorporated Village of Freeport  
Recreation Department  
Inter-Office Correspondence

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To: Robert T. Kennedy, Mayor  
From: Victoria Dinielli, Recreation Center Manager  
Date: November 22, 2023

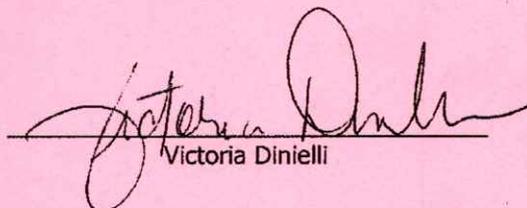
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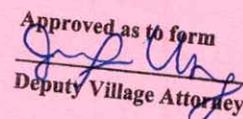
**Re: Personal Services Agreement  
Carole Murphy: Additional Funds**

The Freeport Recreation Center would like to add more funds to the current contract with Carole Murphy. Carole teaches our Aquacise program, which has grown immensely over the past year. Due to the high demand of Carole's classes, we had to add additional class times in order to accommodate more participants. Because of the additional classes, we have run out of money earlier than expected on Carole's contract. In order to complete the contract, which expires on February 29, 2024, we are requesting an additional \$800, which will increase the current contract from \$3,000 to \$3,800. Since the beginning of our current fiscal year, we have collected \$14,725 for the Aquacise program.

The additional funds will come out of account A714004 545700 (non-employee salaries).

**Carole Murphy**  
109 Bergan Place  
Freeport, NY 11520  
516-528-5440

  
Victoria Dinielli

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on December 19, 2022, the Board approved a Personal Services Agreement with Carole Murphy, 109 Bergen Place, Freeport, NY 11520 for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$18.00 for a not-to-exceed amount of \$3,000.00; and

**WHEREAS**, the Freeport Recreation Center Manager is requesting Board approval for additional funds to the current contract with Carole Murphy, 109 Bergen Place, Freeport, NY 11520; and

**WHEREAS**, due to the high demand for Ms. Murphy's classes, the Recreation Center had to add additional class times in order to accommodate more participants; and

**WHEREAS**, in order to complete the contract, which expires on February 29, 2024, the Recreation Center Manager is requesting an additional \$800, which will increase the current contract from \$3,000 to \$3,800; and

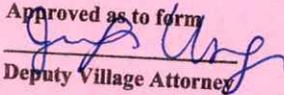
**WHEREAS**, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Recreation Center Manager, the Board approve and the Mayor be and hereby is authorized to execute any documents necessary to approve the increase of contract with Carole Murphy, 109 Bergen Place, Freeport, NY 11520, for an additional amount of \$800; and

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: Victoria Dinielli, Recreation Center Manager December 21, 2022  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 19, 2022:

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

**WHEREAS**, the Freeport Recreation Center needs an individual to teach aquacise classes throughout the year; and

**WHEREAS**, Carole Murphy, 109 Bergan Place, Freeport, NY 11520 possesses those certain skills, knowledge and expertise of a specialized nature required to provide this service; and

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

**WHEREAS**, the contract renewal is for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$18.00 for a not-to-exceed amount of \$3,000.00; and

**WHEREAS**, the expense will come out of account A714004 545700 (Non-Employee Salaries); and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Recreation Center Manager Victoria Dinielli, the Mayor be and is hereby authorized to execute a Personal Services Agreement with Carole Murphy, 109 Bergan Place, Freeport, NY 11520 for a term from March 1, 2023 through February 29, 2024, at an hourly rate of \$18.00 for a not-to-exceed amount of \$3,000.00.

The Clerk polled the Board as follows:

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

cc:

<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

**INCORPORATED VILLAGE OF FREEPORT**  
**Inter-Department Correspondence**  
**Village Attorney's Office**

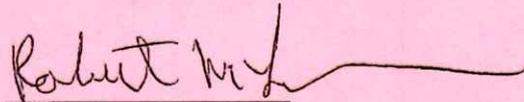
TO: Robert T. Kennedy, Mayor  
FROM: Howard E. Colton, Village Attorney  
DATE: November 29, 2023  
RE: Lease agreement Two Cousins Fish Market Inc.

Our office is requesting that the Village Board retroactively approve the attached agreement to lease space at the property located at Parking Field 20 on Bennington Ave Freeport, NY 11520 to Two Cousins Fish Market Inc. whose place of business is 75 Bennington Ave., Freeport, NY

The lessee will pay the Village of Freeport \$1,313.00 per month for 2625 square foot of land to be used for parking of vehicles.

The Lessee shall pay an additional \$6.00 per square foot for any space used over 2625 square feet.

Please review and if acceptable, please place before the Board for its review and action.



Howard E. Colton  
Village Attorney  
By: Robert McLaughlin  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport owns a parking field located on Bennington Avenue with the designation of Municipal Lot #20; and

**WHEREAS**, the Village of Freeport desires to lease the use of a portion of this property and to enter into an agreement with Two Cousins Fish Market, Inc., with principal offices at 75 Bennington Avenue, Freeport, New York, 11750; and

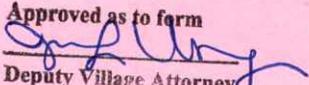
**WHEREAS**, the terms of the lease are for a month-to-month lease for the sum of \$1,313.00 for 2,625 square foot of land to be used for parking of vehicles; and

**WHEREAS**, the Lessee shall pay an additional \$6.00 per square foot for any space used over 2,625 square feet; and

**NOW THEREFORE BE IT RESOLVED**, that the Board approve and the Mayor be and hereby is authorized to execute a lease agreement with Two Cousins Fish Market, Inc., with principal offices at 75 Bennington Avenue, Freeport, New York, 11520 for a 2,625 square foot portion of Municipal Lot #20 on Bennington Avenue on a month-to-month basis for the cost of \$1,313.00 per month retroactive to December 1, 2023.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

## LEASE AGREEMENT

This Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord, Village of Freeport shall be referred to as "OWNER" and Tenant(s) Two Cousins Fish Market Inc., shall be referred to as "OCCUPANT."

As consideration for this agreement, OWNER agrees to rent/lease to OCCUPANT and OCCUPANT agrees to rent/lease from OWNER for use solely for parking 2,625 square feet of the premises located at Parking Field 20 located on Bennington Ave Freeport, NY 11520. The part of the lot that is being rented by the OCCUPANT shall be determined by the Freeport Superintendent of Public Works

1. **TERMS:** OCCUPANT agrees to pay in advance \$1,313 per month on the 1<sup>st</sup> day of each month. Should the OCCUPANT exceed the 2,625 square foot allotted, without the OWNERS permission the OCCUPANT shall pay \$6 per square foot of additional space used. Lease is a Month to Month tenancy effective December 1, 2023.

2. **LATE CHARGE:** A late fee of \$50 shall be added and due for any payment of rent made after the 5<sup>th</sup> of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$50.

3. **UTILITIES:** OCCUPANT agrees to pay all utilities and/or services based upon occupancy of the premises.

4. **NOISE:** OCCUPANT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of the residents of the Village of Freeport. Said noise and/or activity shall be a breach of this agreement.

5. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that OCCUPANT'S use is seriously impaired, OWNER or OCCUPANT may terminate this Agreement immediately upon three day written notice to the other.

6. **CONDITION OF PREMISES:** OCCUPANT acknowledges that he has examined the premises and all other items provided by OWNER. Everything is in good satisfactory condition except as may be indicated elsewhere in this Agreement.

OCCUPANT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by OCCUPANT, his guests and/or invitees, except as provided by law.

At the termination of this Agreement, the premises shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER.

7. **ALTERATIONS:** OCCUPANT shall not alter the premises without the prior written consent of the OWNER.

8: **PROPERTY MAINTENANCE:** OCCUPANT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. OCCUPANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler.

9. **INSURANCE:** OCCUPANT shall indemnify and hold harmless the OWNER and shall name the OWNER as an additional named insured at all policies.

10. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

11. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

12. **SUBLETTING** – OCCUPANT shall not sublet the premise.

13. **GOVERNING LAW** – This law shall be governed by the laws of the State of New York.

13. **RECEIPT OF AGREEMENT:** The undersigned OCCUPANTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this lease Agreement.

\_\_\_\_\_  
Mayor Robert T. Kennedy Village of Freeport

Date \_\_\_\_\_

  
\_\_\_\_\_  
Two Cousins Fish Market Inc.,

Date 11/29/23

## VILLAGE OF FREEPORT INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Pamela Walsh Boening, Village Clerk

Date: November 28, 2023

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Aventura Construction Corp. Total \$5,982.00

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**WHEREAS**, official notice was served in conformity with the law, upon the property owners to install sidewalks, curbs and/or aprons, and

**WHEREAS**, said installation work not having been made within the time specified in official notice, namely, 30 days from the date of service thereof, and

**WHEREAS**, under authority conferred by law, the Board of Trustees thereupon caused the same to be installed at the expenditure as noted above, and as shown below.

**NOW THEREFORE, BE IT RESOLVED**, that there shall be assessed upon the lands affected or improved, the amount as noted above which is found to be just and reasonable and not exceeding the amount stated in the notice, and be it,

**FURTHER RESOLVED** that the Board of Trustees hereby authorizes that the amount thus assessed, if not paid within thirty (30) days hereafter, will be included in the next annual tax levies of the aforesaid premises unless the property owner selects the option of payment with interest over a five (5) year period.

Sidewalk Survey # MSW 56-2023

**Owner:** Freeport Memorial Library  
144 W Merrick Road  
Freeport, NY 11520  
144 W Merrick Road  
Freeport, NY 11520  
Sec, Blk., Lot (s): 55-325-12

**Location:** 144 W Merrick Road

**Contractor:** Aventura Construction Corp.

**Charges:** \$2,225.00

\*\*\*

Sidewalk Survey # MSW 241-2021  
**Owner:** WBR Real Estate of Freeport  
415 W Merrick Road  
Freeport, NY 11520  
Sec, Blk., Lot (s): 54-201-118  
**Location:** 415 W Merrick Road  
**Contractor:** Aventura Construction Corp.  
**Charges:** \$2,176.00

\*\*\*

Sidewalk Survey # MSW 44-2023  
**Owner:** 110 Pine Street LLC  
110 Pine Street  
Freeport, NY 11520  
110 Pine Street  
Freeport, NY 11520  
Sec, Blk., Lot (s): 55-326-313  
**Location:** 110 Pine Street  
**Contractor:** Aventura Construction Corp.  
**Charges:** \$1,581.00

Pamela Walsh Boening  
Pamela Walsh Boening, Village Clerk



SERVICE INVOICE# 8656 55  
Job # 1421

1101 Waverly Avenue  
Holtsville NY 11742



1421- Freepport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner/Address	REMOVAL & DISPOSAL CONC CURB	REMOVAL & DISPOSAL CONC SW, HC RAMPS &/OR CONC	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONC SW,DW APRONS, OR	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	SC CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8656	7/28/2023	55	144 W Merrick Road (Freeport Mem Library) #1		125		125							20				2,225.00

Sales Tax 0.00  
Amount Due 2,225.00

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 18, 2023

RE: **Hazardous Sidewalk – 144 W Merrick Road**

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

144 W Merrick Road

4" Sidewalk= 125 s.f

Sawcutting = 20 l.f

Work Completed  Work Not Completed \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: Alan Luna

Date: 09/25/23

Cc: Robert Fisenne, Pamela Walsh Boening

SIDEWALK INSPECTION FORM

DATE: 05/09/23

ADDRESS: 144 W. Merrick Road

DATE INSPECTION REQUESTED: 05/09/23

INSPECTION REQUESTED BY: Clerk's office

REASON FOR INSPECTION: Alleged hazardous  
Sections of sidewalk

INSPECTION REVEALED: lifted/cracked sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" 125 s.f. 6" -

CURB TO BE REPLACED: -

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

DEBRIS IN STREET: -

OTHER: Library responsible for these sections of sidewalk

AREAS MARKED OUT FOR REPLACEMENT:

4" 11.5x4, 1/2(5.5x4), 6" - SAWCUTTING 20 L.F.  
13x4, 4x4

INSPECTION PERFORMED BY: Ann Linc DATE: 05/09/23

REVIEWED BY: [Signature] DATE: 5/12/23



CONSTRUCTION CORP.

1101 Waverly Avenue  
Holtsville NY 11742

SERVICE INVOICE# 8656-32  
Job # 1421



1421 - Freepport Curb & Sidewalk 2023 23-01-PBWK-639

WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL 6" THICK CONCRETE SW, DW APRONS, CURBS	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB & 1' WIDE GUTTER	INSTALL MONOLITH CONC CURB & 2.5' WIDE GUTTER	SET CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL	
8656	7/28/2023	32	415 W Merrick Road		128	128												2,176.00

Sales Tax 0.00  
Amount Due 2,176.00

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: September 11, 2023

RE: **Hazardous Sidewalk -415 W Merrick Road**

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

**415 W Merrick Road**

Work Completed  Work Not Completed  Unsatisfactory

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory .

Comments: \_\_\_\_\_.

Signature: Alan Luna.

Date: 09/19/23.

**SIDEWALK INSPECTION FORM**

DATE: 08/31/23

ADDRESS: 415 W. Merrick Road

DATE INSPECTION REQUESTED: 08/31/23

INSPECTION REQUESTED BY: Clerk's office

REASON FOR INSPECTION: Revised report from 05/20/22 inspection

INSPECTION REVEALED: Hazardous sections of sidewalk

	4" SW	6" SW
TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED:	<u>128 sf</u>	<u>-</u>

CURB TO BE REPLACED: -

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

DEBRIS IN STREET: -

OTHER: Revised report from 05/20/22

AREAS MARKED OUT FOR REPLACEMENT:

4" 12x4, 8x4, 8x4, 4x4 6" - SAWCUTTING -

INSPECTION PERFORMED BY: Alm Ln DATE 08/31/23

REVIEWED BY: RAF DATE 9/7/23



1101 Waverly Avenue  
Holtsville NY 11742

SERVICE INVOICE# 8656 79  
Job # 1421



**1421- Freeport Curb & Sidewalk 2023 23-01-PBWK-639**

WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVE & DISP EXIST CONC SW, HC RAMPS &/OR CONC CURB	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL 4" THICK CONCRETE SIDEWALK	INSTALL OF THICK CONCRETE SW,DW APRONS,OR	INSTALL 6" THICK CONCRETE CURBING	INSTALLATION OF 1 FOOT WIDE CONCRETE GUTTER	INSTALL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONC CURB& 2.5' WIDE GUTTER	SC CONC.R SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8656	7/28/2023	79	110 Pine Street (Hungerford)	12.5	65.5		65.5		12.5					16				1,581.00

Sales Tax 0.00  
Amount Due 1,581.00

VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: July 26, 2023

RE: **Hazardous Sidewalk -110 Pine Street**

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

**110 Pine Street (HUNGERFORD Responsible for)**

4" = 65.5 s.f

Curbing = 12.5 l.f

Sawcutting = 16 l.f

Work Completed  Work Not Completed \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory \_\_\_\_\_.

Comments: \_\_\_\_\_.

Signature: Alan Luna.

Date: 07/27/23.

**SIDEWALK INSPECTION FORM**

DATE: 07/13/23

ADDRESS: 110 Pine St. (Hungerford + Clark Funeral Home)

DATE INSPECTION REQUESTED: 07/13/23

INSPECTION REQUESTED BY: Resident

REASON FOR INSPECTION: Alleged trip hazards near  
Catch basins

INSPECTION REVEALED: Hazardous sections of sidewalk.

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 

<u>4" SW</u>	<u>6" SW</u>
<u>655 sf</u>	<u>-</u>

CURB TO BE REPLACED: 12.5 L.F.

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

DEBRIS IN STREET: -

OTHER: Charged to Owners

AREAS MARKED OUT FOR REPLACEMENT:

4" 4x4, 5x3S, 4x4, 6" 4x4 - SAWCUTTING 16 L.F.

INSPECTION PERFORMED BY: Ala Lu DATE 07/13/23

REVIEWED BY: RNK DATE 7/18/23

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

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**To: Mayor Robert T. Kennedy**

**From: Anthony N. Dalessio, CPA, Village Comptroller**



**Date: November 27, 2023**

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**Re: PROFESSIONAL SERVICES AGREEMENT FOR BST & Co. CPAs, LLP (BST)  
Independent Auditing Services Contract Extension for Fiscal Year 2024**

The Village Comptroller, along with the Village Auditor would like approval to extend our professional services agreement for the requested contract services, in addition to add-on work needed and requested below, with BST, 10 British American Blvd., Latham, NY 12110. Funding for these services will come from A132004 545700 – Non Employee Salaries, E7820000 578100 – Electric-Management Services, and WE90104 554570 – Water-Outside Auditors.

The contract is to provide independent auditing services of all of the Village's funds and to render an opinion on the Village's financial statements for the fiscal year ended February 29, 2024. In addition, as part of the audit engagement, the contract requires a statement of internal control, and an audit of the Village to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Requirements (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and an audit of the Village's Justice Court. If applicable, the contract also covers a New York State Department of Transportation Single Audit.

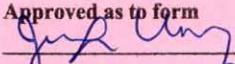
The contract amount is not to exceed \$56,000 for the above services for the term March 1, 2024 through February 28, 2025. In addition, to the above services, we have requested BST to prepare and file the Village's Annual Financial Report (AFR) with the New York State Office of the State Comptroller (OSC). These services shall include time incurred to resolve any inquiries by OSC as part of their review of the filed AFR. The cost for preparation, filing and other related services shall not exceed \$3,500.

It is therefore requested that we extend the professional services agreement for BST, 10 British American Blvd., Latham, NY 12110 at the above costs as described. A copy of the most recent directive is attached. The contract will be for a term of one year beginning March 1, 2024 and ending February 28, 2025. Based upon consultation with legal counsel and since this contract is for professional services, the Village can extend the agreement for this period of time. In addition, BST has done an outstanding job in working with the Village on such services, in addition to other permissible services provided.

Encl.

CC: P. Lester, Secretary to the Mayor  
P. Boening, Village Clerk  
K. Weltner, Purchasing Agent

Approved as to form

  
Deputy Village Attorney

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

**WHEREAS**, on February 6, 2023, the Board approved the contract renewal of BST & Co. CPAs, LLP, 26 Computer Drive West, Albany, New York, in the amount of \$56,000.00 for the term March 1, 2023 through February 29, 2024; exercising the final renewal option; and

**WHEREAS**, the Village Comptroller is requesting Board approval to enter into a contract with a professional service to provide independent auditing services of all of the Village's funds and to render an opinion on the Village's financial statements for the fiscal year ended February 29, 2024; and

**WHEREAS**, in addition, as part of the audit engagement, the contract requires a statement of internal control, and an audit of the Village to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Requirements (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and an audit of the Village's Justice Court; if applicable, the contract also covers a New York State Department of Transportation Single Audit; 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**, BST, 10 British American Blvd., Latham, NY 12110, possesses those certain skills, knowledge, and expertise of a specialized nature; and

**WHEREAS**, the contract with BST will be for a term of one year beginning March 1, 2024 and ending February 28, 2025 not to exceed \$56,000 for the above services; and

**WHEREAS**, additionally, the Comptroller has requested that BST prepare and file the Village's Annual Update Document (AUD) with the New York State Office of the State Comptroller, at a cost not to exceed \$3,500; and

**WHEREAS**, the Village is required to adopt the provisions of GASB Statement No. 87, Leases, and the costs of compliance with this standard (if required) will be accounted for and billed separately, with costs to be approved by the Board at a later date; and

**WHEREAS**, these expenses have been budgeted for in A132004 545700 – Non Employee Salaries, E7820000 578100 – Electric-Management Services, and WE90104 554570 – Water-Outside Auditors; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Comptroller, the Board approve and the Mayor be and hereby is authorized to execute any documents necessary to approve the contract with BST, 10 British American Blvd., Latham, NY 12110, in the amount of \$56,000.00 for the term March 1, 2024 through February 28, 2025;

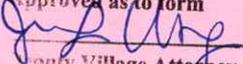
and

**BE IT FURTHER RESOLVED**, that the Board approve and the Mayor be and hereby is authorized to execute any documents necessary to approve engagement of BST to prepare and file the AUD with the OSC at a cost not to exceed \$3,500; and

**BE IT FURTHER RESOLVED**, that should the Village require engagement of BST to assist with compliance with adoption of GASB Statement No. 87, Leases, those fees will be approved by the Board at a later date.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Village Attorney

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

**DIRECTIVE**

TO: Anthony Dalessio, Village Comptroller February 7, 2023  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 6, 2023:

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

**WHEREAS**, on March 8, 2021, the Board awarded a Request for Proposals for Independent Auditing Services to BST & Co. CPAs, LLP, 26 Computer Drive West, Albany, NY 12205 for a term running from March 1, 2021 through February 28, 2022 with an option to renew the contract for two additional one year terms; and

**WHEREAS**, the Village exercised the first renewal on July 11, 2022, for a term running retroactive to March 1, 2022 through February 28, 2023; and

**WHEREAS**, the Village Comptroller, is requesting the Mayor and the Board renew the contract for a term running from March 1, 2023 and running through February 29, 2024, exercising the final renewal option; and

**WHEREAS**, the contract is to provide independent auditing services of all the Village's funds and to render an opinion on the Village's financial statements for the fiscal year ended February 28, 2023; and

**WHEREAS**, the contract amount is not to exceed in the amount of \$56,000.00 for the term March 1, 2023 through February 29, 2024, which is no increase in price from the prior year; and

**WHEREAS**, additionally, the Comptroller has requested that BST prepare and file the Village's Annual Update Document (AUD) with the New York State Office of the State Comptroller, at a cost not to exceed \$3,500; and

**WHEREAS**, the Village is required to adopt the provisions of GASB Statement No. 87, Leases, and the costs of compliance with this standard (if required) will be accounted for and billed separately, with costs to be approved by the Board at a later date; and

**WHEREAS**, these expenses have been budgeted for in A132004 545700 – Non Employee Salaries, E7820000 578100 – Electric-Management Services, and WE90104 554570 – Water-Outside Auditors; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the

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

Village Comptroller, the Board approve and the Mayor be and hereby is authorized to execute any documents necessary to approve the contract renewal of BST & Co. CPAs, LLP, 26 Computer Drive West, Albany, New York, in the amount of \$56,000.00 for the term March 1, 2023 through February 29, 2024; exercising the final renewal option; and

**BE IT FURTHER RESOLVED**, that the Board approve and the Mayor be and hereby is authorized to execute any documents necessary to approve engagement of BST & Co. CPAs, LLP to prepare and file the AUD with the OSC at a cost not to exceed \$3,500; and

**BE IT FURTHER RESOLVED**, that should the Village require engagement of BST & Co. CPAs, LLP to assist with compliance with adoption of GASB Statement No. 87, Leases, those fees will be approved by the Board at a later date.

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:

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

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

To: Board of Trustees

From: Mayor Robert T. Kennedy

Date: November 17, 2023

Re: Budget transfer request

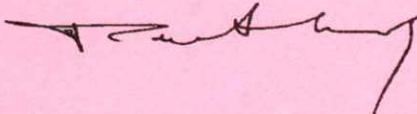
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Approval is hereby requested for the Village Comptroller to effect a postage budget transfer to accommodate mailing the Village of Freeport **Welcome to Freeport** packets, as follows:

From: A641004 540900 Publicity Postage \$900.

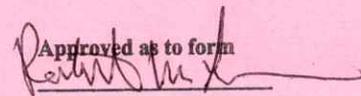
To: A141004 540900 Village Clerk Postage \$900.

Thank you,



\_\_\_\_\_/pl  
Robert T. Kennedy  
Mayor

pl

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, Pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the 2023/2024 operating budget:

**FROM:**

A641004 540900 – Publicity Postage \$900.00

**TO:**

A141004 540900 – Publicity Postage \$900.00

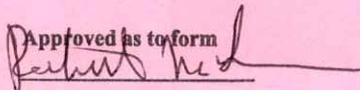
**Total:** \$900.00

**WHEREAS**, the purpose of the above transfer is to appropriate the necessary funding to cover the cost of mailing the Village of Freeport Welcome to Freeport packets; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Comptroller, the above-referenced transfer is hereby approved.

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

G/L ACCOUNT - MASTER INQUIRY

Org code: A641004 PUBLICITY CONTRACTUAL Type: E  
 Object code: 540900 POSTAGE Status: A  
 Project code: Budgetary: Y

Fund A GENERAL FUND  
 Function 060 ECONOMIC OPP & DEVELOPMT  
 Division 0021 ECONOMIC ASSISTANCE  
 Department 6410 PUBLICITY  
 Location 50 VILLAGE HALL  
 Component 000 NULL  
 Respsblty 0 NULL  
 Category 4 CONTRACTUAL

Full description: POSTAGE Short desc: POSTAGE  
 Reference Acct: Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	5,424.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	5,424.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	.00	Original Budget	5,424.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	5,424.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	5,424.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	Dept1	5,424.00
Actual-Last Yr	.00	Dept2	5,424.00
Estim-Actual	5,424.00	Tentative	5,424.00
	.00	Amnd Tntv	5,424.00
		Adopted	5,424.00

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

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To: Mayor Robert T. Kennedy

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

Date: November 21, 2023

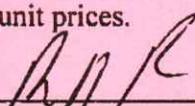
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**Re: FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS,  
REPAIR FITTINGS & INCIDENTALS – 2023 (CONTRACT #1)**

At the Village Board of Trustees meeting on March 13, 2023, the referenced requirements contract was awarded to Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460. The Contract was set up as a one-year contract expiring on February 29, 2024, with two optional one-year extensions at no increase in the contract price. Funding is included in the Water Department Operating Budget.

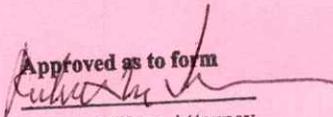
The Department of Public Works has requested an extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly, we are recommending that the contract “**FURNISHING OF FIRE HYDRANTS, GATE VALVES, REPAIR COUPLINGS, REPAIR FITTINGS & INCIDENTALS – 2023 (CONTRACT #1)**” be extended for an additional year, from March 1, 2024 until February 28, 2025, to Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460, with no increase in the unit prices.

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

Encl.

P. Lester, Secretary to the Mayor  
P. Boening, Village Clerk  
K. Weltner, Purchasing Agent  
A. Dalessio, Comptroller

  
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**, on March 13, 2023, the Board awarded for the Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023 (Contract #1) to Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460, for a total amount of \$106,727.00, for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023 (Contract #1) with Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460, for a contract term beginning March 1, 2024 and ending February 28, 2025, with no increase in the unit prices; and

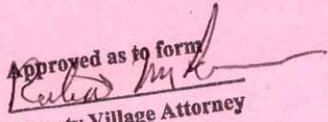
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension; and

**WHEREAS**, funding is included in the Water Department Operating Budget; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the contract extension for the “Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023” (Contract #1) with Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460, for an additional year from March 1, 2024 to February 28, 2025, with no increases in unit prices.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: FURNISHING OF FIRE HYDRANTS, GATE VALVES AND REPAIR  
COUPLINGS (CONTRACT #1 - GATE VALVES & VALVE BOXES)

CONTRACTOR: Core & Main LP

DATE: September 18, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: *David Minim* DATE: 11/21/23  
*Branch Manager*  
(CONTRACTOR)

ACCEPTED BY: *RNF* DATE: 11/22/23  
(ENGINEER)

THESE ARE NOT THE OFFICIAL MINUTES OF THE BOARD OF TRUSTEES UNTIL SAME HAS BEEN APPROVED BY THE MAYOR AND THE BOARD OF TRUSTEES.

2023-20

2023-20

A816001 511000 – Refuse – Overtime Salaries	\$8,435.45
A816004 546400 – Refuse – Garbage Disposal	\$131,474.19
A816004 547700 – Refuse – Garbage Collection	\$40,901.38
A816004 547800 – Refuse – Street Sweepings	\$42,043.24
A901008 580100 – Retirement – Employees	\$61,684.82
A901008 581100 – Retirement – Police	\$247,848.83
A904108 580300 – Workers Compensation	\$47,424.05
<b>TOTAL TRANSFER</b>	<b>\$3,364,295.58</b>

**WHEREAS**, the above transfers, totaling \$3,364,295.58, are needed for “housekeeping” purposes, to eliminate certain positive and negative budgetary variances by budget accounts for the 2021-2022 adopted budget; and

**NOW THEREFORE BE IT RESOLVED**, that the budget amendments above are hereby approved based on the recommendation of the Village Comptroller.

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

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

**WHEREAS**, on December 19, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023; and

**WHEREAS**, seventeen (17) bids were distributed and three (3) bids were received on January 10, 2023 for the referenced purchase contract which provides for the purchase of various size gate valves and valve boxes for the Water Department; and

**WHEREAS**, for Contract #1, gate valves, and valve boxes, the bids ranged from a high bid of \$ 114,802.35 to a low bid of \$ 106,727.00; and

**WHEREAS**, the lowest responsible bidder for Contract #1 was submitted by Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460, for a total bid amount of \$106,727.00; and

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

March 13, 2023

THESE ARE NOT THE OFFICIAL MINUTES OF THE BOARD OF TRUSTEES UNTIL SAME HAS BEEN APPROVED BY THE MAYOR AND THE BOARD OF TRUSTEES.

2023-21

2023-21

**WHEREAS**, the Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the **Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023 (Contract #1) to Core & Main LP, 1536 Southern Blvd, Suite 10, Bronx, NY 10460, for a total amount of \$106,727.00, for a term of one-year retroactively beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.**

The Clerk polled the Board as follows:

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

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

**WHEREAS**, on December 19, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023; and

**WHEREAS**, seventeen (17) bids were distributed and one (1) bid was received on January 10, 2023 for Contract #2 which provides for the purchase of fire hydrants for the Water Department; and

**WHEREAS**, the sole responsible bidder for Contract #2 was submitted by T. Mina Supply, Inc., 17 Expressway Drive North, Medford, NY 11763, for a total bid amount of \$128,601.00; and

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

**WHEREAS**, funding for this purchase will come out of the Water Department operating budget (WE97004 547710); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid for the Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings & Incidentals – 2023 (Contract #2) to T. Mina Supply,

March 13, 2023

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

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To: Mayor Robert T. Kennedy

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

Date: November 20, 2023

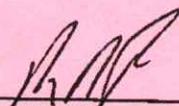
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**Re: 2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE**

At the Village Board of Trustees meeting on February 6, 2023, the referenced purchase contract was awarded to PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, in the amount of \$126,280.00. The first term of the contract is set to expire on February 29, 2024, with an option for two one-year extensions at no increase in the contract prices. To date, we have spent \$51,042.65 under this contract. Funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541210).

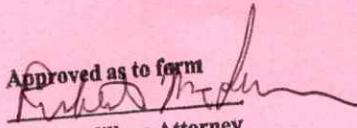
The Department of Public Works has requested an extension of the Contract with the Contractor. The Contractor has agreed on this extension (See attached signed Contract Extension Form).

Accordingly we are recommending that the contract "**2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE**" be extended for an additional year, from March 1, 2024 until February 28, 2025, to PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, with no increase in the unit prices.

  
\_\_\_\_\_  
Robert R. Fisenne, P.E.

Encl.  
c.

P. Lester, Secretary to the Mayor  
P. Boening, Village Clerk  
K. Weltner, Purchasing Agent

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**, on February 6, 2023, the Board awarded the 2023 Furnishing of Liquid Sodium Hypochlorite to PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, in the amount of \$126,280.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; and

**WHEREAS**, to date, the Village has spent \$51,042.65 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the first one-year extension of the 2023 Furnishing of Liquid Sodium Hypochlorite with PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, in the amount of \$126,280.00 for a contract term beginning March 1, 2024 and ending February 28, 2025, with no increase in the unit prices; and

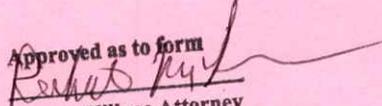
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the contract extension for the "2023 Furnishing of Liquid Sodium Hypochlorite" with PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, for an additional year from March 1, 2024 to February 28, 2025, with no increases in unit prices.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works February 7, 2023  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 6, 2023:

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

**WHEREAS**, on November 28, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2023 Furnishing of Liquid Sodium Hypochlorite”; and

**WHEREAS**, fourteen (14) bids were picked up and three (3) bids were received for the December 20, 2022 bid opening for the referenced purchase contract; and

**WHEREAS**, the bids range from a high bid of \$210,431.20 to a low bid of \$126,280.00, and the Village has reviewed and checked all bids and find them in good order; and

**WHEREAS**, the lowest responsible bidder was submitted by PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, in the amount of \$126,280.00; and

**WHEREAS**, the contract will begin on March 1, 2023 and end on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; with all unit prices remaining in effect for the extension of the contract; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Furnishing of Liquid Sodium Hypochlorite to PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, in the amount of \$126,280.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE

CONTRACTOR: PVS Minibulk, Inc.

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	<u>PRICE</u> DECREASE	<u>PRICE</u> INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY: M. Bulatovic DATE: November 1, 2023  
Milisav M. Bulatovic, Treasurer  
(CONTRACTOR)

ACCEPTED BY: [Signature] DATE: 11/21/23  
(ENGINEER)

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

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To: Mayor Robert T. Kennedy

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

Date: November 20, 2023

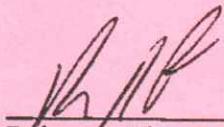
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**Re: 2022 FURNISHING OF WATER METERS**

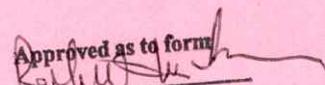
At the Village Board of Trustees meeting on February 28, 2022, the referenced requirements contract was awarded to Rio Supply Inc., 100 Allied Parkway, Sicklerville, New Jersey 08081 for \$396,450.00. The Contract was set up as a one-year contract expiring on February 28, 2023 with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on July 17, 2023, the contract was extended for the first one-year extension term, from March 1, 2023 until February 29, 2024. Fiscal Year to date, we have spent a total of \$4,783.14 under this contract. Funding for these items will come from the Water Department Operating Budget (WE98002 520310) as well as an anticipated bond resolution to be authorized by the Board.

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

Accordingly, we are recommending that the contract "2022 FURNISHING OF WATER METERS" be extended for an additional year, from March 1, 2024 until February 28, 2025, to Rio Supply Inc., 100 Allied Parkway, Sicklerville, New Jersey 08081, with no increase in the unit prices.

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

Encl.  
c.

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**, on July 17, 2023, the Board awarded the “Furnishing of Water Meters – 2022” with Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, for the first one-year extension retroactive to March 1, 2023 through February 29, 2024, in the amount of \$396,450.00, with no increase in unit prices; and

**WHEREAS**, to date, the Village has spent \$4,783.14 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the second and final one-year extension of the “Furnishing of Water Meters – 2022” with Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, for a term from March 1, 2024 to February 28, 2025; and

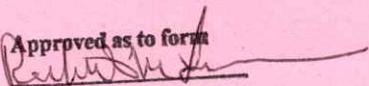
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension; and

**WHEREAS**, funding for these items will come from the Water Department Operating Budget (WE98002 520310) as well as an anticipated bond resolution to be authorized by the Board; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the contract extension for the “Furnishing of Water Meters – 2022” with Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, for the second and final year 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

Approved as to form  
  
Deputy Village Attorney

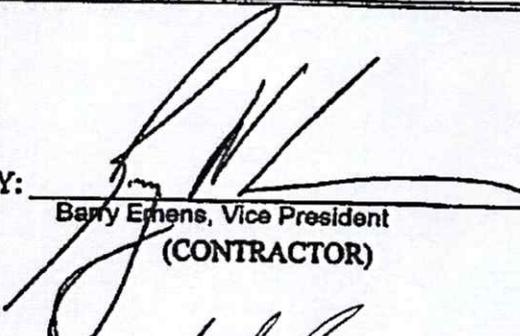
VILLAGE OF FREEPORT  
ENGINEERING DEPARTMENT  
CONTRACT EXTENSION

PROJECT: 2022 FURNISHING OF WATER METERS

CONTRACTOR: RIO SUPPLY INC.

DATE: September 15, 2023

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2024 to February 28, 2025		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

ACCEPTED BY:  DATE: 9-22-23  
Barry Ehens, Vice President  
(CONTRACTOR)

ACCEPTED BY:  DATE: 11/22/23  
(ENGINEER)

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works July 18, 2023  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 17, 2023:

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the “Furnishing of Water Meters – 2022” with Rio Supply Inc. of New York, 100 Allied Parkway, Sicklerville, New Jersey 08081, for the first one-year extension retroactive to March 1, 2023 through February 29, 2024, in the amount of \$396,450.00, with no increase in unit prices.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	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	