

**AGENDA                                      BOARD OF TRUSTEES' MEETING                                      January 2, 2025**

**1. COMMUNICATIONS**

- a) Request approval of the Board of Trustees' minutes from December 16, 2024.

**2. AUDITOR – **Megan Martinez****

- a) Request to enter into a service agreement with Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, New York 10601, for actuarial valuation services, from March 1, 2025 through February 28, 2027, not to exceed \$5,200.00, an increase of \$450.

**3. ELECTRIC DEPARTMENT – **Eric Rosmarin****

- a) Request retroactive approval to advertise RFP #25-01-ELEC-729 “2<sup>ND</sup> RFP Continuous Emissions Monitoring System” in the Freeport Herald on January 2, 2025 with a return date of January 24, 2025.

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

- a) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Rafael Hinojosa, Hose Co. #4.
  
- b) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to Rosalyn Johnson, Emergency Co. #4.

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

- a) Request authorization to purchase a records management system from CODY Pathfinder RMS, 1005 E. High Street, Pottstown, Pennsylvania 19464, from March 1, 2025 through 2/29/2028, with an upfront cost of \$203,257.00, a prorated first year estimated amount of \$56,138, and an annual fee of \$96,237, for a total cost of \$451,869.

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

- a) Request the Board of Trustees schedule a Public Hearing on January 13, 2025 at 5:30 P.M., to consider the proposed 2025/2026 Village Budget, and further request the Village Clerk publish the notice in the Freeport Herald.
  
- b) Request the Board of Trustees schedule a Public Hearing on January 13, 2025 at 5:30 P.M., to consider the proposed contract between the Incorporated Village of Freeport and the Freeport Volunteer Fire Department for the furnishing of fire protection, for the Fiscal Year 2025/2026, for a fee of \$151,000 and further request the Village Clerk publish the notice in the Freeport Herald.

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

- a) Pursuant to §15-104(1)(b) and 15-104 (3) (b) of the Election Law, approval is requested to adopt a resolution identifying the polling locations in each district and the hours the polls will be opened (7:00 A.M. to 9:00 P.M).

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

**8. VILLAGE COURT – Carmen Ramos**

- a) Request to renew the agreement with Fundamental Business Services, Inc. (FBS), 14 Front Street, Suite 107, Hempstead, New York 11550, from March 1, 2025 through February 29, 2028, with no increase in unit prices.
- b) Request to renew the Court Interpreters contract with Viviane Higgins, from March 1, 2025 through February 28, 2027, for a fee of \$150 per session, with no increase in price.
- c) Request to renew the Court Interpreters contract with Mildred Menendez, from March 1, 2025 through February 28, 2027, for a fee of \$150 per session, with no increase in price.

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

- a) Request to extend the “2023 Furnishing of Liquid Sodium Hypochlorite” with PVS Minibulk, Inc., 10900 Harper Avenue, Detroit Michigan 48213, from March 1, 2025 through February 28, 2026, with no increase in unit prices.

**COMMENTS PERMITTED ON AGENDA ITEMS**

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

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Megan Martinez-Ewald, Village Auditor  
**DATE:** December 12, 2024  
**RE:** Service Agreement for GASB 75 Actuarial Valuation Services – Danziger & Markhoff, LLP

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Board approval is requested to enter into a service agreement between the Incorporated Village of Freeport and Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, NY 10601 for Government Accounting Standards Board (GASB) Statement No. 75 actuarial services for the period March 1, 2025 through February 29, 2027.

The Village is subject to GASB Statement No.75. This GASB update requires the use of new terminology and disclosures on our financial statements.

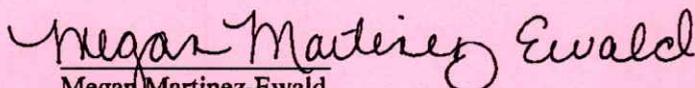
The total service agreement cost to provide GASB 75 actuarial valuation services relating to the Village's fiscal year 2025 audited financial statements will not exceed \$5,200.00, an increase of \$450.00 from the previous year. Funding is available in the following fiscal year 2026 budget accounts:

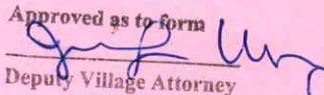
A132004 545700 – Auditor - Non employee salaries (75%)	\$3,900.00
E7820000 578100 – Electric - Management services (20%)	1,040.00
WE90104 554500 – Water - Non employee salaries (5%)	260.00

The Village will require an update for its fiscal year 2026 audited financial statements at a cost of \$2,600.00 that will be payable in fiscal year 2027 using the same budget allocation above. This cost is an increase of \$700.00 from the previous year.

If this meets your approval, please place it on the next available Board agenda for the approval of the service agreement with Danziger & Markhoff, LLP.

Thank you.

  
Megan Martinez-Ewald  
Village Auditor  
Cc: Alvin McDaniel, Village Comptroller

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Village of Freeport's Auditor is requesting board approval to enter into a service agreement between the Village of Freeport and Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, NY 10601, for Government Accounting Standards Board (GASB) Statement No. 75 actuarial services for the period March 1, 2025 through February 28, 2027; and

**WHEREAS**, the Village is subject to GASB Statement No.75; this GASB update requires the use of new terminology and disclosures on financial statements; 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 total service agreement cost of GASB 75 actuarial valuation services relating to the Village the fiscal year ending February 28, 2025 audited financial statements for a not-to-exceed \$5,200.00, an increase of \$450.00 from the previous year; and

**WHEREAS**, the Village will require an update for its fiscal year ending February 28, 2026, at a cost of \$2,600.00 that will be payable in fiscal year 2027 using the same budget allocation below; this cost is an increase of \$700.00 from the previous year; and

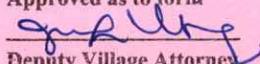
**WHEREAS**, funding is available in the following fiscal year 2026 budget accounts:

A132004 545700 – Auditor - Non employee salaries (75%)	\$3,900.00
E7820000 578100 – Electric - Management services (20%)	1,040.00
WE90104 554500 – Water - Non employee salaries (5%)	260.00

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Auditor, the Board approves and the Mayor be and hereby is authorized to execute any and all documents necessary to effectuate the agreement letter with Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, NY 10601, for Government Accounting Standards Board (GASB) Statement No. 75 actuarial services for the period March 1, 2025 through February 28, 2027, for a cost not-to-exceed \$5,200; for services related to the fiscal year ending February 28, 2025; and \$2,600; for services related to the fiscal year ending February 28, 2026.

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: Megan Martinez-Ewald, Village Auditor January 11, 2023  
FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, the Village of Freeport's Auditor is requesting board approval to enter into a service agreement between the Village of Freeport and Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, NY 10601, for Government Accounting Standards Board (GASB) Statement No. 75 actuarial services for the period March 1, 2023 through February 29, 2024; and

**WHEREAS**, prior to the fiscal year 2019, the Village was subject to reporting requirements of GASB Statement No 45, which introduced accrual based accounting for the reporting of Other Post Employment Benefits (OPEB) liability by fund and the Annual Required Contribution (ARC); and

**WHEREAS**, effective fiscal year 2019, the Village is subject to the requirements of GASB Statement No. 75, which updates GASB Statement No. 45 and requires the use of new valuations, terminology and disclosures in the Village's financial statements; 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 total service agreement cost of GASB 75 actuarial valuation services relating to the Village fiscal year 2023 audited financial statements will not exceed \$4,750; and

**WHEREAS**, the Village will require an update for its fiscal year 2024 audited financial statements at a cost not to exceed \$1,900; and

**WHEREAS**, the funds are available under accounts A132004 545700 Auditor Non Employee Salaries (75%), E7820000 578100 Electric Management Services (20%), and WE90104 554500 Water Non-Employee Salaries (5%); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Auditor, the Board authorizes the Mayor to execute any and all documents necessary to effectuate an agreement with Danziger & Markhoff, LLP, 1133 Westchester Avenue, Suite N208, White Plains, NY 10601, for Government Accounting Standards Board (GASB)

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

Statement No. 75 actuarial services for the period March 1, 2023 through February 29, 2024 for a cost not to exceed \$4,750 for the fiscal year ending February 29, 2024 and \$1,900 for the fiscal year ending February 28, 2025.

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

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cc:

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

DANZIGER &  
MARKHOFF LLP  
Attorneys at Law

Joel Danziger (1960-2023)

Harris Markhoff

Joshua S. Levine

Robert B. Danziger

Michael Markhoff

Andrew E. Roth

Jay Fenster

David P. Gesser

Mark Hamilton

Christopher Michl

Gary S. Sastow

—————  
COUNSEL

James E. Dalrymple

Andrew S. Burg

—————  
ASSOCIATES

Claudia J. Kissel

Brittni Lai

—————  
ENROLLED ACTUARIES

William Miller

Andrea L. Abolafia

Alexander P. Nahoum

Mickaela Hill

Howard Rosenfeld

Chelsea N. Cupp

December 11, 2024

**BY E-MAIL**  
**PERSONAL & CONFIDENTIAL**

Mr. Alvin McDaniel  
Comptroller  
Inc. Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520

Re: Village of Freeport – GASB #75 Actuarial Services

Dear Mr. McDaniel:

Thank you for again selecting Danziger & Markhoff LLP (“D&M”) to perform GASB #75 actuarial services for your post-employment benefit program.

Our fees for the following two fiscal years are:

FYE 2/28/2025 FULL valuation: \$5,200.

FYE 2/28/2026 Interim-year valuation: \$2,600.  
[Reflects a 50% discount]

The services we will perform for such fee will be limited to (1) discussions with you and your auditors in advance of the commencement of work to understand your specific objectives, as necessary, (2) performance of the valuation calculations, (3) preparation of the required disclosures, (4) preparation of a comprehensive actuarial report, and (5) an explanation of the results of the report.

————— PROUDLY SERVING CLIENTS SINCE 1960 —————

The fees set forth in this letter relate solely to the services outlined above. If additional work is required to be performed by us as requested by you, additional meetings with you or your auditors, demographic analysis to reduce liability, etc.), we will bill separately for this additional work based on our usual time charges.

Our statements are due and payable upon receipt and are considered delinquent if not paid within thirty days. In addition, we reserve the right to withdraw from your representation for cause, including your failure to pay fees and costs in accordance with the terms outlined in this letter. If you should decide to discontinue our services at any time, you will remain liable for our fee based on the work completed. In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Our fees are intended to compensate us fairly in light of: the complexity of the matter, the risk and responsibility assumed, the time involved, the expertise brought to bear and the results achieved. No one of the above factors controls, and time is only one of such factors.

Further, there is the possibility that we may correspond with you via e-mail from time to time. Although e-mail can be intercepted by unauthorized parties, the interception of e-mail is a felony under the Federal Electronic Communications Privacy Act (the "Act"). The Act also contains a provision that if an otherwise privileged communication is intercepted in violation of the Act, the attorney-client privilege will remain intact. We will assume that your acknowledgment and acceptance of the terms of this letter represent your consent to our use of e-mail for privileged communications. If you do not consent to our use of email for privileged communications, please notify us promptly in writing.

Please indicate your authorization of engagement at the bottom of the letter, and return a signed copy this afternoon by fax or e-mail. My e-mail address is [aabolafia@dmlawyers.com](mailto:aabolafia@dmlawyers.com). Our firm has adopted a policy of securing a retainer before beginning new matters. We will request an initial retainer of 50% of the above fee prior to the commencement of work. We will bill the balance of the fee when the work is completed.

**Retainer WAIVED for Village of Freeport 12/11/2024—ALA.**

We very much appreciate your confidence in entrusting this important matter to us.

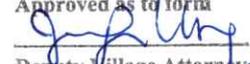
Very truly yours,



Andrea L. Abolafia, FSA, EA, MAAA  
Senior Actuary  
Danziger & Markhoff LLP

Approval Signature, Title

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form  
  
Deputy Village Attorney

# **INCORPORATED VILLAGE OF FREEPORT**

## *INTER-DEPARTMENT CORRESPONDENCE*

**Date:** December 12, 2024  
**To:** Mayor Robert T. Kennedy  
**From:** Eric Rosmarin, Superintendent of Electric Utilities  
**Re:** 2<sup>nd</sup> Request to Advertise  
RFP #25-01-ELEC-729  
Continuous Emissions Monitoring System

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On the due date of December 6, 2024, the Electric Department received no responses to its request for proposals for continuous emissions monitoring system. As such, we are requesting to re-advertise for this service.

Attached please find specifications for Continuous Emissions Monitoring System for the Village's LM6000 gas turbine located at Power Plant 2. The following items are covered in the Request for Proposals:

- Continuous Monitoring System
  - a. Quarterly Reporting Service
  - b. Optional Quarterly Maintenance Visits
  - c. Quarterly/Annual Audit
  - d. Emergency Repairs

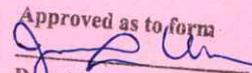
The term of the contract shall be for three (3) years with an option to extend the contract for a fourth year upon the mutual agreement of the Parties.

I request authorization to advertise a Request for Proposals on January 2, 2025, in the Freeport Herald and other relevant publications. Specifications would be available from January 6, 2025 to January 24, 2025. The proposals would have a returnable date of January 24, 2025. Attached is a copy of the Request for Proposals for your review.

These services will be charged to account E7143156 510000 (Regulatory Agency Expenses). There are sufficient funds available in this account to cover the cost.



Eric Rosmarin  
Superintendent of Electric Utilities

Approved as to form  
  
Deputy Village Attorney

ER:db

Attachments

Cc Howard Colton, Village Attorney

Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Alvin McDaniel, Comptroller

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

**WHEREAS**, on November 4, 2024, the Board authorized the Village Clerk to advertise a Request for Proposals for the “Continuous Emissions Monitoring System”, RFP #24-12-ELEC-720; and

**WHEREAS**, on the due date of December 6, 2024, the Electric Department received no responses to its request for proposals for continuous emissions monitoring system; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board to authorize the Village Clerk to advertise a “2<sup>nd</sup> Request for Proposals for the Continuous Emissions Monitoring System”, RFP #25-01-ELEC-729, for the Village’s LM6000 gas turbine located at Power Plant 2; and

**WHEREAS**, the following items are covered in the Request for Proposals:

- Continuous Monitoring System
- a. Quarterly Reporting Service
- b. Optional Quarterly Maintenance Visits
- c. Quarterly/Annual Audit
- d. Emergency Repairs

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

**WHEREAS**, the term of the contract shall be for three (3) years with an option to extend the contract for a fourth year upon the mutual agreement of the Parties; and

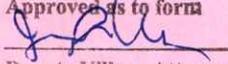
**WHEREAS**, the cost of these services will be charged to account E7143156 510000 (Regulatory Agency Expense) and there are sufficient funds available to cover this cost; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk hereby is authorized to advertise a “2<sup>nd</sup> Request for Proposals for the Continuous Emissions Monitoring System”, RFP #25-01-ELEC-729, in the Freeport Herald and other relevant publications of general circulation on January 2, 2025, with specifications available from January 6, 2025 to January 24, 2025, with a return date of January 24, 2025.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez

VOTING  
VOTING

Approved as to form  
  
Deputy Village Attorney

Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING

**NOTICE OF  
2<sup>ND</sup> REQUEST FOR PROPOSALS  
CONTINUOUS EMISSIONS MONITORING SYSTEM  
FOR  
THE INCORPORATED VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York, will receive sealed proposals for “Continuous Emissions Monitoring System” until 4:00 P.M. on Friday, January 24, 2025. Completed proposals are to be delivered to Ms. Taylor D’Orta, Buyer, Inc. Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications, proposal and proposed contracts may be seen and obtained at the Purchasing Department, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Copies of the Request for Proposals will be available from 9:00 A.M. on Monday, January 6, 2025, until 4:00 P.M. on Friday, January 24, 2025.

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

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

Taylor D’Orta, Buyer  
Purchasing Department  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – January 2, 2025

# VILLAGE OF FREEPORT

Nassau County, New York



**CONTRACT AND SPECIFICATIONS FOR  
CONTINUOUS EMISSIONS MONITORING SYSTEM  
2<sup>ND</sup> REQUEST FOR PROPOSALS  
RFP #25-01-ELEC-729**

**MAYOR**

**Robert T. Kennedy**

**TRUSTEES**

**Jorge A. Martinez      Christopher L. Squeri  
Evette B. Sanchez      Ronald J. Ellerbe**

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



**Eric Rosmarin, Superintendent  
Incorporated Village of Freeport**

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**NOTICE OF  
2<sup>ND</sup> REQUEST FOR PROPOSALS  
CONTINUOUS EMISSIONS MONITORING SYSTEM  
FOR  
THE INCORPORATED VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Department of the Incorporated Village of Freeport, New York, will receive sealed proposals for “Continuous Emissions Monitoring System” until 4:00 P.M. on Friday, January 24, 2025. Completed proposals are to be delivered to Ms. Taylor D’Orta, Buyer, Inc. Village of Freeport, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications, proposal and proposed contracts may be seen and obtained at the Purchasing Department, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Copies of the Request for Proposals will be available from 9:00 A.M. on Monday, January 6, 2025, until 4:00 P.M. on Friday, January 24, 2025.

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

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

Taylor D’Orta, Buyer  
Purchasing Department  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – January 2, 2025

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

## **WAIVER OF IMMUNITY**

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

## **STATEMENT OF EQUALITY**

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

## **INSTRUCTIONS**

### **1. PROJECT IDENTIFICATION**

These instructions are relative to the Village of Freeport Electric Department Project:  
"Continuous Emissions Monitoring Services"

### **2. DOCUMENT AVAILABILITY**

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, from 9:00 A.M. on Monday, January 6, 2025, until 4:00 P.M. on Friday, January 24, 2025.

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

### **3. FEE**

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

### **4. FORM**

Each proposal shall be made on the "Proposal Form" attached hereto and shall remain attached hereto as one of the proposal documents and shall be submitted in a sealed envelope clearly marked "Continuous Emissions Monitoring System", together with the name of the Candidate.

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

### **5. DELIVERY OF PROPOSALS**

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

Taylor D'Orta  
Buyer  
Inc. Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520

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

Proposals containing only a post office box as a mailing address will be deemed inadequate and may, at the discretion of the Purchaser, be rejected. In the case a proposal is made by a corporation, the same shall be signed by a legally authorized agent of the corporation.

**6. TAXES**

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

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

**7. SECURITY**

Not required.

**8. QUALIFICATIONS OF CANDIDATES**

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

b) All Candidates must prove to the satisfaction of the Village that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to successfully deliver the proposed materials/services, and that they have completed successfully similar contracts to an extent which, in the opinion of the Village, will qualify them as a reputable firm.

c) The Village shall be the sole judge on the qualifications of the Candidates and of the merits thereof and reserves the right to reject any proposal if the record of the Candidate in the performance of contracts, payment of bills and meeting of obligations to subcontractors, materialmen or employees is not satisfactory to the Village, or if the evidence submitted by or the investigation of such Candidates fails to satisfy the Village that he is properly qualified to carry out the obligations of the contract and to complete the contract contemplated therein.

**9. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Superintendent of Electric Utilities a written request for an interpretation thereof.

The Superintendent of Electric Utilities shall furnish the prospective Candidate with a written response directly, prior to the deadline for submitting the proposal.

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

**10. ADDENDUM**

Any addendum issued prior to the return date of the proposals shall be made a part of the proposal. Receipt of each addendum shall be acknowledged in the proposal by entering the title, date and signature of person signing the proposal.

**11. MODIFICATIONS**

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

**12. CORRECTIONS**

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

**13. WITHDRAWAL**

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

**14. SUBLETTING OR ASSIGNING THE CONTRACT**

Pursuant to §109 of the General Municipal Law of the State of New York, no contractor to whom any contract shall be let, granted or awarded, as required by law, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such

contract, to any other person or corporation without the prior written consent of the Incorporated Village of Freeport.

**15. MULTIPLE PROPOSALS**

No person, firm or corporation shall be allowed to make more than one proposal for the same work.

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

**16. AGREEMENT**

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

In case of failure to do so, the Candidate shall be considered as having abandoned his submitted proposal and the check accompanying the proposal shall be forfeited to the Village.

**17. GUARANTEE**

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

**18. RIGHT TO REJECT PROPOSALS**

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

**19. EXECUTION**

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

# FREEPORT ELECTRIC

## CONTINUOUS EMISSIONS MONITORING SYSTEM

### **Scope**

The Incorporated Village of Freeport, NY (Owner, Village or VOF), located within the Town of Hempstead, in Nassau County and Freeport Electric (FE) a wholly owned subsidiary of VOF, are proposing to contract the preparation of the quarterly audits and NYSDEC Part 60 reports as well as the Acid Rain/NOx Budget Program ECMPS reports for the LM6000 gas turbine located at Power Plant 2.

FE is interested in receiving proposals from qualified Vendors to supply all or part of the detailed scope. The following items are covered in this Request for Proposals (RFP):

1. Continuous Monitoring System
  - a. Quarterly Reporting Service
  - b. Optional Quarterly Maintenance Visits
  - c. Quarterly/Annual Audit
  - d. Emergency Repairs

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

### **1. Continuous Monitoring System**

Monitor the system remotely, when necessary, from an outside connection on the CEM system computer. If a problem is identified that would require onsite personnel, dispatch a service technician or engineer to fix the problem as required. It is anticipated that the need for emergency visits will be minimized by the preventative maintenance program during the quarterly visits. The remote access will also allow preparation of the quarterly reports for the EPA and NYSDEC.

- a. Quarterly Reporting Service
  - i. Supply qualified engineers familiar with our CEM system and reporting requirements to prepare the quarterly reports. The end product of each quarterly effort will be the ECMPS suitable for submission to the EPA and the State reports for submission to the NYSDEC and report such on behalf of Freeport Electric.

- ii. Assist with establishing and maintaining the most current reporting software and procedures utilized in the Acid Rain and NOx Budget program.
  - iii. The CEMS computer is supplied with the CISCO Breeze reporting software.
  - iv. Supply and interface the quarterly reports to Freeport Electric's environmental consultant who requires such information to prepare the required yearly plant emission reports.
- b. Optional Quarterly Maintenance Visits
  - i. At the option of Freeport Electric, the Utility may request that a technician perform routine maintenance on the CEM system one day per quarter. Regular maintenance tasks will consist of a thorough inspection of the system for proper operation, cleaning and/or replacing filters, and reviews of recent calibrations of the system. Periodic maintenance tasks, performed either quarterly or annually, will consist of items such as cleaning of the probe assembly, rebuilding the sample pumps, and cleaning of the analyzers. All maintenance will be performed in a manner to satisfy, but not be limited to, the site's Maintenance Plan. Vendor will work with FE to develop the Maintenance Plan.
  - ii. Freeport Electric will maintain and purchase all CEM related spare parts necessary for normal scheduled maintenance. Freeport Electric will also maintain a supply of calibration gases for the normal, day to day, calibrations. Vendor may assist in managing the inventory and provide coordination with the gas and parts supplier. Vendor will coordinate the supply of parts necessary for emergency repairs.
- c. Quarterly/Annual Audit
  - i. Each quarter, Vendor will perform the required accuracy audit of the CEMS in accordance with US EPA and NYSDEC guidelines and requirements.
  - ii. During each of four calendar quarters, a cylinder gas audit (CGA)/Linearity Check will be performed by a qualified technician concurrent with one of the scheduled maintenance visits. This will result in a total of three CGA's and four Linearity Checks performed annually.
  - iii. During one quarter, Vendor will perform a relative accuracy test audit (RATA). This portion of the project will involve technicians from Vendor in order to perform major maintenance tasks and the audit within a reasonable period of time. Conduct RATA testing on one (1) CEMS for NOx (EPA Method 7e & PS#2), CO (EPA Method 10 & PS#4a), NH3 (EPA Method CTM-027 and on-site analysis), and O2 (EPA Method 3a & PS#3). Testing will meet the requirements of NYSDEC and EPA Parts 60 and 75. A minimum of 12 runs for each parameter must be performed with the discarding of the

- three runs that will least represent the actual data. If any of the parameters are stratified as defined by USEPA, a minimum of 12 points must be sampled for each run.
- iv. Provide EPA Protocol gases for CGA and Linearity tests. Vendor is to provide Low and Mid level gases for each pollutant and range.
  - v. ECMPS reporting for the linearity tests and RATA tests will be prepared as required per 40 CFR Part 75 and uploaded to the EPA website following approval by client.
  - vi. Vendor will remain up to date on EPA and DEC rules and changes/updates in the rules.
- d. **Emergency Repairs**
- i. By adhering to a routine maintenance schedule, the occurrence of system failures is unlikely. However, for the purpose of this RFP, emergency repairs will be defined as any repairs of non-routine maintenance items that must be performed on less than 48 hours notice. Repairs of this type will be billed in accordance with Vendor's billable rates for emergency service, included with this proposal. If, however, emergency repairs must be performed within a 48 hour "window" of a regularly scheduled site visit, the scheduled visit will be moved (subject to prior scheduling) to include the necessary service under the scheduled visit (i.e., without charging emergency rates).
  - ii. Any problems with the system that become apparent during a scheduled maintenance visit will be remedied as deemed necessary to bring the system into proper operation. These tasks, resulting from non-maintenance related items (i.e., catastrophic failure of an analyzer) would be billed as time and materials charges above and beyond the standard monthly fee. Tasks such as this will not be considered emergency repairs from a billing standpoint.
  - iii. Regardless of site visits made to perform emergency repairs, the monthly site visit routine, outlined above, will be adhered to.

2. **Term** – The term of the contract shall be for three (3) years, commencing March 1, 2025, with an option to extend the contract for a fourth year upon the mutual agreement of the Parties.

3. **Warranties**

- a. Vendor shall certify that all CEMS parts furnished by the Vendor are free of defects and warranted for a period of not less than two years after installation.

4. **Qualifications**

- a. The entire scope of work must be performed by the company providing the quote without subcontracting.
- b. The company performing the Part 75 RATA must be “qualified” and the project manager must be “certified” in accordance with ASTM D 7036-04.

5. **Insurance**

Contractor is required to provide the following:

- a. General Liability coverage in the amount of minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including the Inc. Village of Freeport as additional insured, and contractual liability coverage with “hold harmless” agreement must be noted on the certificate.
- b. Contractor will maintain at its expense: Professional Liability insurance in the amount of \$1,000,000 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement.
- c. Evidence of Workers' Compensation coverage in the statutory amounts shown on a C-105.2 or U-26.3 form (proof shown on an ACORD form is not sufficient).
- d. Evidence of NYS Disability coverage in the statutory amounts shown on a currently dated DB-120.1 (proof shown on an ACORD form is not sufficient).
- e. Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.

# CONTINUOUS EMISSIONS MONITORING SYSTEM

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM SPECIFICATION BOOK**

**NOTES:**

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

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

**NOTE: DO NOT REMOVE THESE PROPOSAL PAGES FROM  
SPECIFICATION BOOK**

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

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

CANDIDATE:

\_\_\_\_\_

CANDIDATE'S ADDRESS:

\_\_\_\_\_

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

\_\_\_\_\_

CANDIDATE'S TELEPHONE (DAY):

\_\_\_\_\_

(NIGHT - EMERGENCY):

\_\_\_\_\_

FAX NUMBER:

\_\_\_\_\_

SIGNED BY:

\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

NAME OF CANDIDATE:

\_\_\_\_\_

BUSINESS ADDRESS OF CANDIDATE:

\_\_\_\_\_

DATED: THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

## REFERENCES

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

1)

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

2)

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

3)

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

## COSTS

Vendors may submit proposals for any or all of the scope.

<b>TERM</b>		<b>3/1/2025 – 2/28/2026</b>	<b>3/1/2026 – 2/28/2027</b>	<b>3/1/2027 – 2/29/2028</b>	<b>OPTION YEAR</b>
<b>ITEM</b>	<b>Description</b>				
1a	Quarterly Reporting Service				
1b	Optional Quarterly Maintenance Visits				
1c	Quarterly/ Annual Audit CGA's/Linearity Checks and RATA				
1d	<i>Emergency Repairs (price per hour)</i>				
1e	<i>Calibration Gases (if necessary)</i>				
<i>Total Yearly Costs (exclude 1d)</i>					

## CONTINUOUS EMISSIONS MONITORING SERVICES

as per specifications, or equal

NAME OF  
CANDIDATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

MAILING ADDRESS/P.O. BOX \_\_\_\_\_

TELEPHONE NO. (    ) \_\_\_\_\_

FAX NO. \_\_\_\_\_

EMAIL \_\_\_\_\_

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

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

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*(Signature of Candidate)*

*(Title)*

*(Date)*

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*(Print or Type Name)*

*(Telephone)*

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



**FREEPORT FIRE DEPARTMENT**

**15 BROADWAY**

**FREEPORT, NEW YORK 11520**

December 18, 2024

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:

**Rafael Hinojosa – Hose Co. #4**

**Rosalyn Johnson – Emergency Co. #9**

Thank you for your courtesy and consideration herein.

Very truly yours,

*Jerry Cardoso*

Jerry Cardoso  
Secretary to the Fire Council  
Freeport Fire Department

**AGENDA**

**INTER-DEPARTMENT CORRESPONDENCE**

**FREEPORT POLICE DEPARTMENT**

**TO:** Robert T Kennedy, Mayor  
**FROM:** Donnie Ethier, Deputy Chief of Police  
**DATE:** 12/19/2024  
**RE:** CODY Pathfinder Records Management System

The Freeport Police Department is requesting authorization to purchase "CODY Pathfinder RMS", a new records management system. This software will replace our current records management system, "CentralSquare Impact", which is outdated and no longer supported. Pathfinder is cloud-based and will provide the Police Department with new technologies for productive and efficient reporting, along with the support necessary to maintain an RMS.

The Freeport Police Department interviewed numerous vendors and CODY's proposal was the most cost-effective option for a modern, functional RMS. CODY recently won a Request for Proposal in Bucks County PA, and it is recommended that the Village of Freeport, in accordance with section 4 of the village's procurement policy, "piggyback" off of the Bucks County contract.

The terms of this purchase are a 3-year contract with CODY, which will be in effect from 03/01/2025 – 02/29/2028. The contract includes an annual fee of \$96,237.00 which will be billed yearly on March 1<sup>st</sup> and funded from Account A312004-542800: Service Contracts. The first installment will be pro-rated from the software's initialization date (estimated July 2025), with an estimated cost of \$56,138.00.

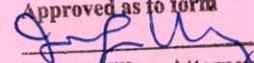
The contract also includes an up-front cost of \$203,257.00 which includes base software licensing, activation, deployment, and training. The up-front cost will be funded using the anticipated February Village bond. The total cost of this contract is estimated to be \$451,869.00 (contingent upon the pro-rated first year payment).

CODY is located at 1005 E. High St., Pottstown, PA 19464. The person of contact is Maggie Riker (Vice President), [mriker@codysystems.com](mailto:mriker@codysystems.com), 267-291-0805.

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



Donnie Ethier  
Deputy Chief of Police

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Police Department is requesting Board approval for the purchase of "CODY Pathfinder RMS", a new records management system; and

**WHEREAS**, this software will replace the Department's current records management system, "CentralSquare Impact", which is outdated and no longer supported; and

**WHEREAS**, CODY recently won a Request for Proposal in Bucks County PA, and it is recommended that the Village of Freeport, in accordance with section 4 of the Village's procurement policy, "piggyback" off of the Bucks County contract; and

**WHEREAS**, CODY, 1005 E. High St., Pottstown, PA 19464, will be for a three (3) year term from March 1, 2025 to February 29, 2028; for the total cost estimated to be \$451,869.00 (contingent upon the pro-rated first year payment); and

**WHEREAS**, the breakdown of the estimate is as follows:

- the cost for software licensing, activation, deployment, and training is \$203,257.00
- the first installment will be pro-rated from the software's initialization date (estimated July 2025), an estimated cost of \$56,138.00
- an annual fee of \$96,237.00 (for years 2 and 3)

**WHEREAS**, funded from Account A312004-542800: Service Contracts; and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Deputy Chief of Police, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate for the purchase of "CODY Pathfinder RMS", from CODY, 1005 E. High St., Pottstown, PA 19464, for a three (3) year term from March 1, 2025 to February 29, 2028; for the total cost estimate of \$451,869.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez  
Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING  
VOTING  
VOTING

Approved as to form  
  
Deputy Village Attorney

INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Robert T. Kennedy

From: Jennifer Ungar, Deputy Village Attorney

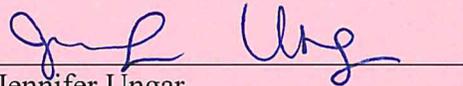
Date: December 30, 2024

Re: Schedule Public Hearing for 2025/2026 Village Budget

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Our office requests that a public hearing be scheduled to consider the proposed 2025/2026 Village Budget, and further request that the Village Clerk publish the required notice in the Freeport Herald.

If this meets with your approval, please place it on the Board of Trustees Agenda for a Public Hearing on January 13, 2024 at 5:30PM.

A handwritten signature in blue ink, appearing to read "Jennifer Ungar", is written over a horizontal line.

Jennifer Ungar  
Deputy Village Attorney

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that in accordance with §5-508.3 of the Village Law, a budget showing the revenues and expenditures for the Fiscal Year 2025/2026 has been prepared by the Mayor of the Incorporated Village of Freeport, and has been filed with the Village Clerk of the Incorporated Village of Freeport. A copy of the tentative budget will be available at the Office of the Village Clerk where any interested person may inspect it during office hours.

The Board of Trustees of the Incorporated Village of Freeport, New York, will conduct a public hearing on the 13<sup>th</sup> day of January, 2025 at the Municipal Building, 46 North Ocean Avenue, Freeport, New York, at 5:30 P.M., of the evening of that date, to consider the proposed budget of the Fiscal Year commencing March 1, 2025 and ending February 28, 2026.

At this hearing all persons interested will be given an opportunity to be heard.

Following is a schedule of salaries paid to the Mayor, members of the Board of Trustees, and Village Justice:

Mayor	\$ 188,492.28
Trustee	\$ 35,572.19
Village Justice	\$ 91,349.71

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT,  
ss: I, PAMELA WALSH BOENING, Village Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the said Board of Trustees, calling for a public hearing to be duly held in the Conference Room of the Municipal Building of the Village of Freeport, New York, on the 13th day of January 2025 at 5:30 P.M., in the evening, and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 2<sup>nd</sup> day of January, 2025.

Pamela Walsh Boening, Village Clerk

Dated: January 2, 2025  
Freeport, New York

INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT

To: Mayor Robert T. Kennedy

From: Howard Colton, Village Attorney

Date: December 27, 2024

Re: Schedule a Public Hearing on January 13, 2025 –  
Freeport Volunteer Fire Department for the furnishing of fire protection,  
for the Fiscal Year 2025/2026

---

Our office request a public hearing to be scheduled to consider the proposed contract between the Village and the Freeport Volunteer Fire Department for the furnishing of fire protection, for the Fiscal Year 2025/2026, for a fee of \$151,000 and further request the Village Clerk to publish the notice in the Freeport Herald.

If this meets with your approval, please place it on the Board of Trustees Agenda for a Public Hearing on January 13, 2025 at 5:30PM.



---

Howard Colton  
Village Attorney

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that in accordance with provisions of the Village Law §4-412(3), a Public Hearing will be held by the Board of Trustees of the Incorporated Village of Freeport, New York, on the 13<sup>th</sup> day of January, 2025, at the Municipal Building, 46 North Ocean Avenue, Freeport, New York, at 5:30 P.M, in the evening of that date, to consider the proposed contract between the Incorporated Village of Freeport and the Freeport Volunteer Fire Department for the furnishing of fire protection within the Incorporated Village of Freeport for the Fiscal Year 2025-2026, for a fee of \$151,000.00.

At this hearing all persons interested will be given an opportunity to be heard.

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

STATE OF NEW YORK, COUNTY OF NASSAU, VILLAGE OF FREEPORT,  
ss: I, PAMELA WALSH BOENING, Village Clerk of the Village of Freeport, Nassau County, New York, do hereby certify that the foregoing is a true and correct copy of said notice duly authorized by the Board of Trustees of the said Village at a meeting of the said Board of Trustees, calling for a public hearing to be duly held in the Conference Room of the Municipal Building of the Village of Freeport, New York, on the 13th day of January 2025, at 5:30 P.M., in the evening, and of the whole thereof, as entered upon the minutes of the proceedings of the said Board kept by me as Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Village this 2nd day of January 2, 2025.

Pamela Walsh Boening, Village Clerk

Dated: January 2, 2025  
Freeport, New York

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

**TO:** Mayor Kennedy  
**FROM:** Pamela Walsh Boening, Village Clerk  
**DATE:** December 15, 2024  
**RE:** VILLAGE ELECTION  
March 18, 2025

Pursuant to §15-104(1)(b) and 15-104 (3) (b) of the Election Law, the last day for the Village to adopt a resolution identifying the polling places in each district and the hours the polls will be opened (7:00 A.M. to 9:00 P.M) is January 17, 2025, 60 days prior to the election.

This memo is to respectfully request approval of the list which identifies the polling places in each district (as currently provided by the Nassau County Board of Elections, but subject to change) and the hours the polls will be opened.

**DISTRICT #**  
**NUMERO DE DISTRITO**

**POLLING PLACES**  
**LUGARES PARA VOTAR**

**ASSEMBLY DISTRICT 18 and ASSEMBLY DISTRICT 21**  
**18 DISTRITO DE LA ASAMBLEA y 21 DISTRITO DE LA ASAMBLEA**

<u>District /Distrito</u>	<u>Location/Localización</u>	<u>Address/Dirección</u>
18-057	Freeport Recreation Center	130 E. Merrick Road
18-065	Freeport Recreation Center	
18-058	Sr. Housing	100 N. Main Street
18-059	Atkinson School	58 W. Seaman Avenue
18-060	Atkinson School	
18-061	Atkinson School	
18-063	Atkinson School	
21-123	Atkinson School	
18-064	Exempt Firehouse	9 N. Long Beach Avenue
18-067	Columbus Avenue School	150 N. Columbus Avenue
18-069	Columbus Avenue School	
18-068	Hose Co. #2	15 Broadway
18-071	Hose Co. #1	22 Southside Avenue
18-077		
21-020	Hose Co. #1	
21-110		

21-003	Archer Elementary School	255 Archer Street
18-075	Hose Co. #5	47 Leonard Avenue
21-004	Bayview Avenue Hose Co. #3	375 S. Bayview Avenue
21-005	Bayview Avenue Hose Co. #3	
21-016	Bayview Avenue Hose Co. #3	
21-017	Bayview Avenue Hose Co. #3	
18-072	Giblyn Elementary School	450 S. Ocean Avenue
21-001	Giblyn Elementary School	
21-002	Giblyn Elementary School	
21-018	Giblyn Elementary School	
21-021	Freeport Memorial Library	144 W. Merrick Road
21-022	Freeport Memorial Library	
21-023	Bayview Avenue School	325 W. Merrick Road
21-025	Bayview Avenue School	

*Pamela Walsh Boening*  
 Pamela Walsh Boening  
 Village Clerk

Approved as to form  
*[Signature]*  
 Deputy Village Attorney

The following resolution was moved by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_, who moved its adoption that:

**WHEREAS**, pursuant to §15-104(1)(b) and 15-104 (3) (b) of the Election Law, the last day for the Village to adopt a resolution identifying the polling places in each district and the hours the polls will be opened (7:00 A.M. to 9:00 P.M) is January 17, 2025, 60 days prior to the election; and

**NOW THEREFORE BE IT RESOLVED**, that the voting for the forthcoming Village Election to be held on Tuesday March 18, 2025, shall be conducted during the hours of 7:00 A.M. and 9:00 P.M.; and

**BE IT FURTHER RESOLVED**, that the voting shall be at the following polling places within the Incorporated Village of Freeport (as currently provided by the Nassau County Board of Elections, but subject to change):

<u>DISTRICT #</u> <u>NUMERO DE DISTRITO</u>	<u>POLLING PLACES</u> <u>LUGARES PARA VOTAR</u>
------------------------------------------------	----------------------------------------------------

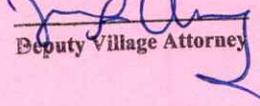
**ASSEMBLY DISTRICT 18 and ASSEMBLY DISTRICT 21**  
**18 DISTRITO DE LA ASAMBLEA y 21 DISTRITO DE LA ASAMBLEA**

<u>District /Distrito</u>	<u>Location/Localización</u>	<u>Address/Dirección</u>
18-057	Freeport Recreation Center	130 E. Merrick Road
18-065	Freeport Recreation Center	
18-058	Sr. Housing	100 N. Main Street
18-059	Atkinson School	58 W. Seaman Avenue
18-060	Atkinson School	
18-061	Atkinson School	
18-063	Atkinson School	
21-123	Atkinson School	
18-064	Exempt Firehouse	9 N. Long Beach Avenue
18-067	Columbus Avenue School	150 N. Columbus Avenue
18-069	Columbus Avenue School	
18-068	Hose Co. #2	15 Broadway
18-071	Hose Co. #1	22 Southside Avenue
18-077		
21-020	Hose Co. #1	
21-110		
21-003	Archer Elementary School	255 Archer Street
18-075	Hose Co. #5	47 Leonard Avenue

21-004	Bayview Avenue Hose Co. #3	375 S. Bayview Avenue
21-005	Bayview Avenue Hose Co. #3	
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18-072	Giblyn Elementary School	450 S. Ocean Avenue
21-001	Giblyn Elementary School	
21-002	Giblyn Elementary School	
21-018	Giblyn Elementary School	
21-021	Freeport Memorial Library	144 W. Merrick Road
21-022	Freeport Memorial Library	
21-023	Bayview Avenue School	325 W. Merrick Road
21-025	Bayview Avenue School	

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

INTER-OFFICE CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT

TO: Mayor Robert Kennedy, Board of Trustees  
FROM: Carmen Ramos, Village Court Clerk  
DATE: November 18, 2024  
SUBJECT: Contract Renewal "Agreement for Service" for Fundamental Business Services, Inc.

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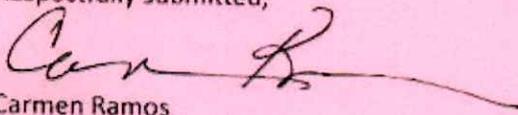
The Village Court would like to renew said agreement with Fundamental Business Services, Inc. 14 Front St. Suite 107, Hempstead NY 11520 for the term of three years. Renewal should be March 1, 2025 through February 28, 2028. Contract will expire February 28, 2025.

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

Fundamental Business Service Inc., (FBS) provides parking ticket management services for all parking violations issued and returnable to the Village Court. They also provide the Freeport Police Department with handheld issuance devices, which play an integral role in issuance and seamless electronic parking violation record transmissions to the court.

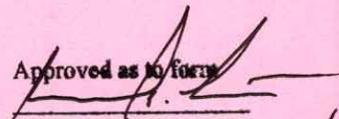
Funding will be available through Budget line A111004-545750 Non-Employee Salaries-FBS.

Respectfully submitted,

  
Carmen Ramos

Village Court Clerk

Freeport Village Court

Approved as to form  
  
Village Attorney  
12/18/2024

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

**WHEREAS**, the Village Court Clerk is requesting Board approval to renew the professional services agreement with Fundamental Business Services (FBS), Inc., 14 Front St. Suite 107, Hempstead, New York, 11550, for a term from March 1, 2025 through February 28, 2028; and

**WHEREAS**, FBS provides parking ticket management services for all parking violations issued and returnable to the Village Court; they also provide the Freeport Police Department with handheld issuance devices, which play an integral role in issuance and seamless electronic parking violation record transmissions to the court; 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**, FBS shall be compensated on a contingent basis and shall be entitled to a twenty-nine percent fee (29%) of commissionable fines and penalties, \$2.25 per plate for all scofflaw processing and nine hundred dollars (\$900.00) for handheld equipment rental monthly (same terms as the prior contract); and

**WHEREAS**, funding will be available through Budget line A111004-545750 Non-Employee Salaries-FBS; and

**NOW, THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Court Clerk, the Board approves and the Mayor be and hereby is authorized to execute any documentation necessary to renew the professional services agreement with Fundamental Business Services, Inc., 14 Front Street, Hempstead, New York, 11550, for parking enforcement efforts, as outlined above with a start date of March 1, 2025 through February 28, 2028.

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  
12/18/2024

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

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

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

**WHEREAS**, this Board authorized a professional services contract with Fundamental Business Service, Inc. ("FBS"), a New York domestic corporation with principal offices located at 14 Front Street, Hempstead, NY, said FBS to provide collection services for outstanding parking fines, said authorization by resolution dated March 8, 2010, renewed this contract on April 1, 2013, March 1, 2016, and March 1, 2019 is due to expire on February 28, 2022; and

**WHEREAS**, FBS is integral in the furtherance of the Village's parking enforcement efforts, and the use of handheld electronic ticket writing devices is recommended as such equipment permits the more efficient collection of fines, the onsite determination of improperly registered or improperly licensed vehicles, alerts the enforcement agent of a scofflaw vehicle and allows implementation of parking enforcement devices such as wheel immobilizer boots; and

**WHEREAS**, the terms of this contract will begin on March 1, 2022 through February 28, 2025 unless terminated in accordance with the agreement terms; and

**WHEREAS**, FBS shall be compensated on a contingent basis and shall be entitled to a twenty-nine percent fee (29%) of commissionable fines and penalties, \$2.25 per plate for all scofflaw processing and nine hundred dollars (\$900.00) for handheld equipment rental monthly (same terms as the prior contract); and

**WHEREAS**, there are sufficient funds through budget line A111004 545750 Non-Employee Salaries; and

**NOW, THEREFORE BE IT RESOLVED**, that the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate an agreement with Fundamental Business Service, Inc., 14 Front Street, Hempstead, NY, for parking enforcement efforts, as outlined above with a start date of March 1, 2022 through February 28, 2025.

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

**INTER-OFFICE CORRESPONDENCE ONLY**  
**INCORPORATED VILLAGE OF FREEPORT**

TO: Mayor Robert Kennedy, Board of Trustees  
FROM: Carmen Ramos, Village Court Clerk  
DATE: December 18, 2024  
SUBJECT: Renewal of Contract for Court Interpreters

---

At this time, it is respectfully requested that the renewal of the Court Interpreters contracts be granted for (2) years (3/1/25 through 2/29/27).

This contract covers the Interpreting services during all court sessions as well as all conference with the Village Prosecutors, defense attorneys, family members and the Police Department.

The fee per session is \$150.00. Budget line A111004 545700 for each of the two interpreters. There is sufficient funding in Budget line A111004 545700 for this expenditure. No change in current rate. Approximate expenditure per interpreter is 12,000 – 14,000 per year depending on court sessions.

Ms. Viviane Higgins, 16 Crabapple Lane, Commack, NY 11725

The services the interpreters provide are vital and crucial to ensure that such Defendants understand all legal proceedings.

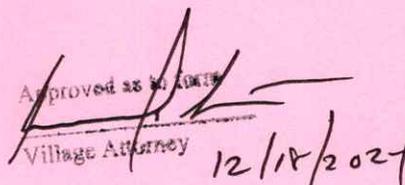
It is the recommendation of the Village Justice that the Board of Trustees approve the renewal of such contracts.

Respectfully submitted,

  
Carmen Ramos

Village Court Clerk

Freeport Village Court

Approved as to form  
  
Village Attorney 12/18/2024

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

**WHEREAS**, the Freeport Village Court utilizes the services of two Court interpreters, to wit: Viviane Higgins and Mildred Menendez; and,

**WHEREAS**, the current personal services contracts for said individuals are due to expire on February 28, 2025 and it is respectfully requested that the renewal of the Court Interpreters contract be granted for two (2) years beginning March 1, 2023 through February 28, 2025; and

**WHEREAS**, the fee per session is \$150.00 and budget line A111004 545700 has been allocated for this expenditure with no change to the current rate and an expected expenditure of \$12,000.00 to \$14,000.00 per interpreter and there are sufficient funds available in budget line; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate a personal services agreement between the Village of Freeport and Viviane Higgins, 16 Crabapple Lane, Commack, New York 11725, for a two-year term effective March 1, 2025 and ending February 28, 2027, to interpret in the Freeport Village Court for a not to exceed cost of \$150.00 per session.

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 12/18/2024

**Professional Services Agreement**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**VIVIANE HIGGINS**

**March 1, 2025 to February 28, 2027**

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

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_ day of \_\_\_\_ 2025, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF") and Viviane Higgins residing at 16 Crabapple Lane, Commack, New York 11520 (hereinafter referred to as "HIGGINS")

### WITNESSETH:

**WHEREAS**, the Village of Freeport requires the services of per diem interpreter for the Freeport Village Court;

**WHEREAS**, the Village currently engages the professional services of HIGGINS to provide translation in the Freeport Village Court;

**WHEREAS**, the Village of Freeport wishes continue its relationship with HIGGINS;

**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 HIGGINS as an independent contractor, and HIGGINS hereby accepts such employment upon the terms and conditions hereinafter set forth.

#### 2. *Term and Termination*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2027, and the right on the part of either party to cancel this Agreement upon written notice sent to the address as listed within paragraph ten (10) herein. Upon termination, total payment of for services rendered by HIGGINS shall be paid pursuant to paragraph 3 hereof.

#### 3. *Compensation and Hours*

- A. HIGGINS shall be paid at the rates of \$150.00 per Court Session
- B. Claims for this service shall be made on claim forms furnished by the Village Treasurer certified as approved by the Mayor and Board of Trustees.

#### 4. *Duties*

HIGGINS shall provide translation services within the Freeport Village Court.

#### 5. *General Release*

The acceptance by HIGGINS of any payment made under this agreement shall operate on and shall be a release to the Village from all claims and liability to HIGGINS, its successors, legal representatives, and assigns, for anything done or furnished under or by provisions of this agreement.

#### 6. *Extent of Services*

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

#### 7. *No Participation*

HIGGINS acknowledges and agrees that this contract shall not give or extend to HIGGINS, 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 IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to HIGGINS under the terms of this Agreement.

#### 8. *Death or Disability*

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

#### 9. *Assignment*

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

#### 10. *Notices*

All notices or other communications provided for this Agreement shall be made in writing and shall be deemed properly delivered when (I) delivered personally, or (II) by the mailing of such notices to

the parties entitled thereto, registered or certified mail, postage prepaid to the parties at the following addresses (or to such address designated in writing by one party to the other):

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

VIVIANE HIGGINS  
16 Crabapple Lane  
Commack, New York 11725

11. *Entire Agreement and Waiver*

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

12. *Amendments*

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

13. *Non-Discrimination*

HIGGINS will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. HIGGINS will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, notices to be provided to IVF setting forth the provisions of this non-discrimination clause

14. *Parties in Interest*

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

15. *Severability*

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

16. *Subject Headings*

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

17. *Applicable Law*

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

18. *Disclosure*

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

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

**INCORPORATED VILLAGE OF FREEPORT**

By: \_\_\_\_\_  
**MAYOR ROBERT T. KENNEDY**

\_\_\_\_\_  
**VIVIANE HIGGINS**

Approved as to form

\_\_\_\_\_  
Howard E. Colton  
Village Attorney

12/18/2024

7INTER-OFFICE CORRESPONDENCE ONLY

INCORPORATED VILLAGE OF FREEPORT

TO: Mayor Robert Kennedy, Board of Trustees  
FROM: Carmen Ramos, Village Court Clerk  
DATE: December 18, 2024  
SUBJECT: Renewal of Contract for Court Interpreters

---

At this time, it is respectfully requested that the renewal of the Court Interpreters contracts be granted for (2) years (3/1/25 through 2/29/27).

This contract covers the Interpreting services during all court sessions as well as all conference with the Village Prosecutors, defense attorneys, family members and the Police Department.

The fee per session is \$150.00. Budget line A111004 545700 for each of the two interpreters. There is sufficient funding in Budget line A111004 545700 for this expenditure. No change in current rate. Approximate expenditure per interpreter is 12,000 – 14,000 per year depending on court sessions.

Ms. Mildred Menendez, 250 West Merrick Rd. Apt. 1G, Freeport, NY 11520

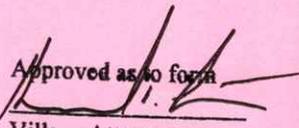
The services the interpreters provide are vital and crucial to ensure that such Defendants understand all legal proceedings.

It is the recommendation of the Village Justice that the Board of Trustees approve the renewal of such contracts.

Respectfully submitted,

  
Carmen Ramos

Village Court Clerk

  
Approved as to form

Village Attorney

12/18/2024

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

**WHEREAS**, the Freeport Village Court utilizes the services of two Court interpreters, to wit: Viviane Higgins and Mildred Menendez; and,

**WHEREAS**, the current personal services contracts for said individuals are due to expire on February 28, 2025 and it is respectfully requested that the renewal of the Court Interpreters contract be granted for two (2) years beginning March 1, 2025 through February 28, 2027; and

**WHEREAS**, the fee per session is \$150.00 and budget line A111004 545700 has been allocated for this expenditure with no change to the current rate and an expected expenditure of \$12,000.00 to \$14,000.00 per interpreter and there are sufficient funds available in budget line; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Court Clerk, the Board approves and the Mayor be and is hereby authorized to sign any and all documents which are necessary to effectuate a personal services agreement between the Village of Freeport and Mildred Menendez, 250 West Merrick Road, Apt. 1G, Freeport, New York 11520, for a two-year term effective March 1, 2025 and ending February 28, 2027, to interpret in the Freeport Village Court for a not to exceed cost of \$150.00 per session.

The Clerk polled the Board as follows:

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

*[Signature]*  
Approved as to form  
Village Attorney  
12/18/2024

**Professional Services Agreement**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**MILDRED MENENDEZ**

**March 1, 2025 to February 28, 2027**

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

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_ day of \_\_\_\_, 2025, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF") and Mildred Menendez residing at 200 West Merrick Road, Apt. 3D, Freeport New York 11520 (hereinafter referred to as "MENENDEZ")

### WITNESSETH:

**WHEREAS**, the Village of Freeport requires the services of per diem interpreter for the Freeport Village Court;

**WHEREAS**, the Village currently engages the professional services of MENENDEZ to provide translation in the Freeport Village Court;

**WHEREAS**, the Village of Freeport wishes continue its relationship with MENENDEZ;

**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 MENENDEZ as an independent contractor, and MENENDEZ hereby accepts such employment upon the terms and conditions hereinafter set forth.

#### 2. *Term and Termination*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2025 and shall terminate on February 28, 2027, and the right on the part of either party to cancel this Agreement upon written notice sent to the address as listed within paragraph ten (10) herein. Upon termination, total payment of for services rendered by MENENDEZ shall be paid pursuant to paragraph 3 hereof.

#### 3. *Compensation and Hours*

- A. MENENDEZ shall be paid at the rates of \$150.00 per Court Session
- B. Claims for this project shall be made on claim forms furnished by the Village Treasurer certified as approved by the Mayor and Board of Trustees.

#### 4. *Duties*

MENENDEZ shall provide translation services within the Freeport Village Court.

#### 5. *General Release*

The acceptance by MENENDEZ of any payment made under this agreement shall operate on and shall be a release to the Village from all claims and liability to MENENDEZ, its successors, legal representatives, and assigns, for anything done or furnished under or by provisions of this agreement.

#### 6. *Extent of Services*

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

#### 7. *No Participation*

MENENDEZ acknowledges and agrees that this contract shall not give or extend to MENENDEZ, 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 IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to MENENDEZ under the terms of this Agreement.

#### 8. *Death or Disability*

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

#### 9. *Assignment*

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

#### 10. *Notices*

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

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

MILDRED MENENDEZ  
250 W Merrick Road, Apt. 3D  
Freeport, New York 11520

#### 11. *Entire Agreement and Waiver*

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

#### 12. *Amendments*

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

#### 13. *Non-Discrimination*

MENENDEZ will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. MENENDEZ will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, notices to be provided to IVF setting forth the provisions of this non-discrimination clause.

#### 14. *Parties in Interest*

Nothing in this Agreement, whether express or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement

intended to relieve or discharge the liability of any other party hereto, nor shall any provision hereof give any entity any right of subrogation against or action over against any party.

15. *Severability*

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

16. *Subject Headings*

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

17. *Applicable Law*

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

18. *Disclosure*

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

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

**INCORPORATED VILLAGE OF FREEPORT**

By: \_\_\_\_\_  
**MAYOR ROBERT T. KENNEDY**

\_\_\_\_\_  
**MILDRED MENENDEZ**

Approved as to form  
Village Attorney  
12/11/2024

**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: December 9, 2024

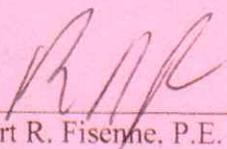
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**Re: 2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE**

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 contract was set up as a one-year contract beginning March 1, 2023 and expiring on February 29, 2024, with two optional one-year extensions at no increase in the contract prices. At the Village Board of Trustees meeting on December 4, 2023, the contract was extended for the first one-year extension term, from March 1, 2024 until February 28, 2025. To date, we have spent \$53,169.23 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 to exercise the second and final 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, 2025 until February 28, 2026, to PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, with no increase in the unit prices.

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

Approved as to form  
  
Deputy Village Attorney

Encl.

c.

P. Lester, Secretary to the Mayor  
P. Boening, Village Clerk  
T. D'Orta, Purchasing Agent

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**, on December 4, 2023, the Board approved the first one-year contract extension for the “2023 Furnishing of Liquid Sodium Hypochlorite” with PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, for a term from March 1, 2024 to February 28, 2025, with no increases in unit prices; and

**WHEREAS**, to date, the Village has spent \$53,169.23 under this contract; and

**WHEREAS**, the Superintendent of Public Works is requesting Board approval for the second and final 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, 2025 and ending February 28, 2026, with no increase in the contract prices; and

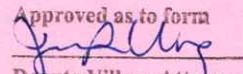
**WHEREAS**, the Superintendent has requested an extension of the Contract with the Contractor and the Contractor has agreed on this extension; and

**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 approves and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the second and final contract extension for the “2023 Furnishing of Liquid Sodium Hypochlorite” with PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI 48213, in the amount of \$126,280.00, with no increases in contract prices, for a term from March 1, 2025 to February 28, 2026.

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: 2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE

CONTRACTOR: PVS Minibulk, Inc.

DATE: October 9, 2024

ITEM#	ITEM AND DESCRIPTION OF CHANGES	PRICE DECREASE	PRICE INCREASE
1	Extension of contract for one year March 1, 2025 to February 28, 2026		0.0%
TOTAL DECREASE IN CONTRACT PRICE			
TOTAL INCREASE IN PRICE			0.0%

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



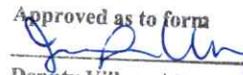
(CONTRACTOR)

DATE: 12/06/2024

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

DATE: \_\_\_\_\_

(ENGINEER)

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

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 December 5, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 4, 2023:

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

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

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**January 2, 2025**

**COMMENTS PERMITTED ON AGENDA ITEMS**