AGENDA BOARD OF TRUSTEES' MEETING January 8, 2024

1. **COMMUNICATIONS**
   a) Request approval of the Board of Trustees' minutes from December 18, 2023.

2. **ASSESSOR –Vilma I. Lancaster**
   a) Pursuant to Section 1410 of the Real Property Tax Law of the State of New York, the 2024/2025 Final Assessment Roll will be filed with the Village Clerk on January 2, 2024; and request the Village Clerk publish a notice in the Freeport Herald on January 4, 2024, and that the Final Assessment Roll will be open for inspection during normal business hours and remain on file for inspection in the Village Clerk's Office and the Assessor's Office for fifteen days after publication of said notice.

   b) Request retroactive authorization for the Village Assessor to make the recommended changes to the 2024/2025 Tentative Assessment Rolls to incorporate new values for franchise properties pursuant to Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Codes, Rules and Regulations of the State of New York and for the Village Treasurer to create new tax bills.

   c) Request retroactive approval to remove exemptions from the 2023/2024 Final Assessment Roll and the 2024/2025 Tentative Assessment Roll for Section 54, Block 076, Lot 123 a/k/a 122 Centre Street and Section 62, Block 178, Lot 19 a/k/a/ 491 Miller Avenue due to a transfer of title from a member of an exempt class to a non-exempt class and for the Village Treasurer to issue corrected 2023/2024 property tax bills.

3. **BUILDING DEPARTMENT – Sergio A. Mauras**
   a) Request to extend the "2022 Lot Clearance – Debris Removal" with Jaymond Industries, Inc., 45 Nevinwood Place, Huntington Station, New York 11746, from March 1, 2024 through February 28, 2025, in the amount of $74,896, with no increase in price.

   b) Request to extend the "2022 Lot Clearance – Organic" with Jaymond Industries, Inc., 45 Nevinwood Place, Huntington Station, New York 11746, from March 1, 2024 through February 28, 2025, in the amount of $103,022.50, with no increase in price.

   c) Request to advertise a notice to bidders "2024 Emergency Board Ups" contract in the Freeport Herald on January 11, 2024, with a return date of February 6, 2024.

4. **ELECTRIC DEPARTMENT – Al Livingston Jr.**
   a) Request retroactive approval to increase the uniform rental contract with UniFirst Corporation, 1750 Arctic Avenue, Bohemia, New York 11716, from, $27,531.97 to $32,531.97, from March 1, 2023 through February 29, 2024.

   b) Request approval of the software maintenance and support services contract with Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York

12061 for manage detection and response services, from April 25, 2024 through February 28, 2025, in the amount of $14,569.91.

c) Request approval of the annual service fee with CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 for hosting and support service for the Freeport Electric website, from March 1, 2024 through February 28, 2025, in the amount of $2,854.60.

d) Request approval of the software maintenance and support services contract with Systems & Software, Inc., 10 E. Allen St., Suite 201, Winooski, Vermont 05404, from March 1, 2024 through February 28, 2025, with an increase from $102,522.18 to $115,000.

e) Request to award bid #23-11-ELEC-678 "1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid" to James Woerner Inc., 130 Allen Blvd., Farmingdale, New York 11735, the lowest responsible bidder meeting bid specifications, in the amount of $158,128.

f) Request to award RFP #23-12-ELEC-679 "Furnishing of Electrical Engineering Services to Freeport Electric" to David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, New York 11590, the lowest responsive and responsible proposer, from March 1, 2024 through February 28, 2025, not to exceed $113,400.

g) Request to award bid #23-12-ELEC-680 "Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors" to PC Liquidations, 140 Stockton Street, Jacksonville, Florida 32244, the lowest responsive and responsible bidder meeting bid specifications, in the amount of $12,304.45.

h) Request retroactive approval of the Consulting Agreement with SUANT Consulting, 16 Lagoon Blvd., Massapequa, New York 11758, from January 2, 2024 through June 30, 2024, in the amount of $142.86 per hour.

5. <u>FIRE DEPARTMENT</u> – Raymond F. Maguire

a) Request approval of the recommendation of the Freeport Fire Council and that membership be granted to George Barret, Hose Co. #2.

6. <u>HUMAN RESOURCES</u> – Conor Kirwan

a) Request to advertise an RFP for "Length of Service Award Program LOSAP) Investment Services" in the Freeport Herald on January 11, 2024, with a return date of March 8, 2024.

7. <u>PUBLIC WORKS</u> – Robert R. Fisenne

a) Request to advertise a notice to bidders for "2024 Annual Asphalt Paving Contract" in the Freeport Herald on January 11, 2024, with a return date of January 30, 2024.

b) Request to advertise a notice to bidders for the "Purchase of HVAC Equipment for the Freeport Armory East Building" in the Freeport Herald on January 11, 2024, with a return date of January 30, 2024.

c) Request to award the requirements contract for the "2024 Annual Curb and Sidewalk Contract" to Macedo Contracting Corp., P.O. Box 64, Ronkonkoma, New York 11779, the lowest responsible bidder meeting bid specifications, from March 1, 2024 through February 28, 2025, in the amount of $471,850.

d) Request to award the requirements contract for the "2024 Annual Security System Contract" to Nest Wireless Global, 41-15 Kissena Blvd., Flushing, New York 11355, the lowest responsible bidder meeting bid specifications, from March 1, 2024 through February 28, 2025, in the amount of $48,525.

e) Request to award the "2024 Electrical Work Requirements Contract" to NY Electrical Design Inc., 512 S. Ocean Avenue, Freeport, New York 11520, the lowest responsible bidder, meeting bid specifications, from March 1, 2024 through February 28, 2025, in the amount of $52,350.

f) Request to award the requirements contract to the "2024 Annual Maintenance and Landscaping of Various Village Properties" to JT Masonry and Landscaping Inc., 121 Coach Lane, Levittown, New York 11756, the lowest responsible bidder meeting bid specifications, from March 1, 2024 through February 28, 2025.

g) Request to award bid "2023 Road Resurfacing Project" to Stasi Contracting, 422 Maple Avenue, Westbury, New York 11590, the lowest responsible bidder meeting bid specifications, in the amount of $966,800.

h) Request to award the purchase contract for "2024 Supply of Auto Parts" to Advance Auto Parts, 4200 Six Forks, Raleigh, North Carolina 27609, the lowest responsible bidder meeting bid specifications, from March 1, 2024 through February 28, 2025, in the amount of $63,950.

8. <u>VILLAGE ATTORNEY</u> – Howard E. Colton

a) Request to renew the contract with Hawkins, Delafield & Wood, LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, for Bond Counsel, from March 1, 2024 through February 28, 2025, not to exceed $30,000.

b) Request retroactive approval to enter an agreement with Hawkins, Delafield & Wood LLP., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, for Arbitrage Rebate Services, from October 25, 2023 through February 28, 2025.

c) Request retroactive approval to enter into a lease agreement with Stoler Automotive New York Inc., d/b/a Lexus of Freeport, 70 West Sunrise Highway, Freeport, New York to lease space at 223 East Sunrise Highway, Freeport, New York in the amount of $5,000 per month.

d) Request to amend the Vehicle and Traffic Regulation as follows:

Sec. 41. Parking prohibited at all times unless otherwise designated.

REMOVE

Sunrise Highway, south side, beginning at a point 318 feet west of the westerly curb line of Henry Street for a distance of 84 feet in a westerly direction.

Sec. 46. No stopping or standing any time unless otherwise indicated.

ADD

Sunrise Highway, south side, beginning at a point 318 feet west of the westerly curb line of Henry Street for a distance of 84 feet in a westerly direction.

e) Request approval of the negative declaration pursuant to SEQRA authorizing the issuance of $1,400,000 in bonds to finance the Construction of Various Improvements to the Freeport Armory

9. <u>VILLAGE CLERK</u> – Pamela Walsh Boening

a) Request approval of the miscellaneous sidewalk resolution in the amount of $4,489.00, to be reimbursed by the property owner for the following:

380 S. Main Street	$3,381.00
101 W. Seaman Avenue	$1,108.00

10. <u>VILLAGE COMPTROLLER</u> – Anthony N. Dalessio

a) Request approval of the Personal Services Agreement with Aaron Klein, 761 Daniel Street, Valley Stream, New York 11581, for assistance with government finance with relation to disaster relief and grant opportunities, from March 1, 2024 through February 28, 2025, with no increase in the hourly rate.

b) Request approval to renew the Financial Services for Bonds agreement with Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, from March 1, 2024 through February 28, 2025, with no increase in hourly rate.

c) Request approval to renew the Financial Consulting Services agreement with Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530, from March 1, 2024 through February 28, 2025, with no increase in the hourly rate, and in an amount not to exceed $57,500.

d) Request authorization for the Village Comptroller to execute the following transfer in the 2023/2024 budget:

FROM:

A801004 542300	Zoning/Advertising	$1,200
A802004 542300	Planning/Advertising	$ 800
A141002 520100	Clerk/Equipment	$ 400

TO:

A141004 542300	Clerk/Advertising	$2,400

11. <u>VILLAGE TREASURER</u> – Ismaela M. Hernandez

a) Request resolution to authorize the issuance of $1,400,000 in bonds to finance the Construction of Various Improvements to the Freeport Armory and for the Village Clerk to publish the required legal notice in the Freeport Herald.

12. <u>WATER & SEWER</u> – Robert R. Fisenne

a) Request to advertise a notice to bidders for "2024 Furnishing of Calcium Hypochlorite (Tablet)" in the Freeport Herald on January 25, 2024, with a return date of February 13, 2024.

b) Request to advertise a notice to bidders for "Furnishing of Fire Hydrants, Repair Couplings, Repair Fittings and Incidentals – 2024" in the Freeport Herald on January 25, 2024, with a return date of February 13, 2024.

COMMENTS PERMITTED ON AGENDA ITEMS

5:30 P.M. Public Hearings

1. To consider the proposed 2024/2025 Village Budget.

2. 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 2024/2025, for a fee of $151,000.

Incorporated Village of Freeport
INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: December 26, 2023

RE: 2024/2025 Final Assessment Roll

Pursuant to Section 1410 of the Real Property Tax Law of the State of New York, the 2024/2025 Final Assessment Roll of the Incorporated Village of Freeport will be filed on Tuesday, January 2, 2024.

The roll will be open for inspection during normal business hours and remain on file for fifteen days in the Village Clerk's office and Assessor's office after publication of said notice.

A retro-active permission is requested that the Mayor and Board of Trustees direct the Village Clerk to post and publish the required legal notice in the Freeport Herald Leader's edition dated Thursday, January 4, 2024.

Vilma I. Lancaster

Vilma I. Lancaster
Assessor

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

WHEREAS, pursuant to §1410 of the Real Property Tax Law of the State of New York, the 2024-2025 Final Assessment Roll of the Incorporated Village of Freeport will be filed on January 2, 2024; and

WHEREAS, the roll will be open for inspection during normal business hours and remain on file for fifteen days in the Village Clerk's office and Assessor's office after publication of said notice; and

NOW THEREFORE BE IT RESOLVED, that the Board authorize the Village Clerk to post and publish the required legal notice in the Freeport Herald edition dated January 4, 2024.

The Clerk polled the Board as follows:

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

NOTICE OF COMPLETION OF

ASSESSMENT ROLL

VILLAGE OF FREEPORT

TAKE NOTICE that the 2024/2025 Final Assessment Roll for the Village of Freeport, New York, for the Year 2024 has been completed and will be filed in the office of the Village Clerk and Assessor's Office on Tuesday, January 2, 2024 where it will remain open to the public for fifteen (15) days after the date of this notice.

Pamela Walsh Boening
Village Clerk

Incorporated Village of Freeport
INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

Date: December 27, 2023

RE: 2024 Notice of Tentative Special Franchise Assessments

A retro-active permission is hereby requested from the Board to add the assessed values to the franchise properties in the 2024/2025 Tentative Assessment Rolls.

The Assessment Department received on December 26, 2023, the 2023 Notice of Tentative Special Franchise Assessment dated December 14, 2023 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services.

The State will forward the Final Notice of the Special Franchise Assessments during the 2024/2025 Second Quarter. If there are changes to the Final Notice a correction should be made to the 2024/2025 Final Assessment Roll, permission is further requested that the Board authorize the Assessor to process the adjustments and forward to the Treasurer to create new tax bills.

The Special Franchise Assessments were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York. The assessments include both the value of the tangible property situated in, upon, under or above public streets, highways, water and other public places and the value of the franchise, right, authority or permission to occupy such public streets, highways, water and other public places.

List of Special Franchise Assessments	**S / B / L**	**2023/2024 Final**	**2024/2025 Tentative**
Long Island Power Authority - # 127400	**99-SPF-5**	**46,352**	**42,301**
Key Span Gas East Corp - # 127410	**99-SPF-2**	**1,251,468**	**1,227,128**

Verizon NY Inc. # 631900	99-SPF-3	83,613	77,384
Crown Castle Fiber LLC # 797400	99-SPF-6	4,945	4,134
Zayo Group LLC # 739500	99-SPF-7	3,998	3,149
Teleport Communications # 744790	99-SPF-4	4,026	5,983
Cablevision System Lightpath #725500	99-SPF-8	498	509
Level 3 Telecom NY # 701000	99-SPF-9	1,758	1,741
Cablevision System, LI Corp. # 923500	99-SPF-1	4,545	4,120
Total Special Franchise Assessment		1,401,203	1,366,449

Vilma I. Lancaster

Vilma I. Lancaster
Village Assessor

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

WHEREAS, A retro-active permission is hereby requested from the Board to add the assessed values to the franchise properties in the 2024/2025 Tentative Assessment Rolls; and

WHEREAS, on December 26, 2023, the Assessment Department received the Notice of Tentative Special Franchise Assessment dated December 14, 2023 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services; and

WHEREAS, the Special Franchise Assessments were determined in accordance with Article 6 of the Real Property Tax Law and Part 8197 of Title 20 of the Official Compilation of Codes, Rules and Regulations of the State of New York; and

WHEREAS, the State will forward the Final Notice of the Special Franchise Assessments during the first quarter of 2024/2025 and changes will be made to the Final Assessment Roll if necessary; and

WHEREAS, these special franchise assessments are as follows; and

List of Special Franchise Assessments	**S / B / L**	**2023/24 Final**	**2024/25 Tentative**
Long Island Power Authority - # 127400	**99-SPF-5**	**46,352**	**42,301**
Key Span Gas East Corp - # 127410	**99-SPF-2**	**1,251,468**	**1,227,128**
Verizon NY Inc. # 631900	**99-SPF-3**	**83,613**	**77,384**
Crown Castle Fiber LLC # 797400	**99-SPF-6**	**4,945**	**4,134**
Zayo Group LLC # 739500	**99-SPF-7**	**3,998**	**3,149**

Teleport Communications # 744790	**99-SPF-4**	**4,026**	**5,983**
Cablevision System Lightpath #725500	**99-SPF-8**	**498**	**509**
Level 3 Telecom NY # 701000	**99-SPF-9**	**1,758**	**1,741**
Cablevision System, LI Corp. # 923500	**99-SPF-1**	**4,545**	**4,120**
Total Special Franchise Assessment		**1,401,203**	**1,366,449**

NOW THEREFORE BE IT RESOLVED, that the Board approve the Notice of Tentative Special Franchise Assessment dated December 14, 2023 from the State of New York Department of Taxation and Finance Office of Real Property Tax Services and the Assessor be authorized to make the changes to the 2024/25 Tentative Assessment Roll.

The Clerk polled the Board as follows:

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

Incorporated Village of Freeport
INTER-OFFICE MEMO

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Vilma I. Lancaster, Village Assessor

DATE: December 22, 2023

RE: Remove Exemptions from 2024/2025 Tentative Assessment Roll

A retro-active permission is requested for the Assessor to remove from 2024/2025 Tentative Assessment Roll an exemption that is related to Senior Property. The removal of assessed values exemption is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 /076 / 123	122 Centre St	41131 Veteran Combat	900	Property Sold 12/14/2023
62 / 178 /19	491 Miller Ave	41800 Senior	2,365	Property Sold 07/25/2023

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

Vilma I. Lancaster

Vilma I. Lancaster
Village Assessor

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

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

WHEREAS, the below list consists of changes to assessed tax value after the adoption of the 2024/2025 Tentative Assessment Roll; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
54 /076 / 123	122 Centre St	41131 Veteran Combat	900	Property Sold 12/14/2023
62 / 178 /19	491 Miller Ave	41800 Senior	2,365	Property Sold 07/25/2023

WHEREAS, the Assessor reviewed the application and made the recommendation that the exemptions be removed from the 2024/25 Tentative Assessment Roll as listed above; and

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

NOW THEREFORE BE IT RESOLVED, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2024/2025 Tentative Assessment Roll and that the Treasurer issue a corrected tax bill.

The Clerk polled the Board as follows:

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

VILLAGE OF FREEPORT
BUILDING DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy and Board of Trustees

From: Sergio A. Mauras, Supt. of Buildings

Date: December 18, 2023

RE: Jaymond Industries, Inc.

I respectfully request that the last extension of the Jaymond Industries, Inc., Contract be placed on the next available Agenda.

On March 28, 2022, the Mayor and The Board of Trustees awarded the bid for the 2022 Lot Clearance –Debris Removal to Jaymond Industries, Inc., 45 Nevinwood Place, Huntington Station, New York 11746 in the amount of $74,896.00 for a one year contract beginning March 1, 2022 and ending February 28, 2023 with the option of two one year extensions with no increase in price.

Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations. At this time, I recommend the extension of one year from March 1, 2024 and ending February 28, 2025.

The cost of this service will be charged to A362004 543520 (Lot Clearance-Debris removal).

Sergio A. Mauras
Superintendent of Buildings

SM: al
Attachment

Approved as to form

Deputy Village Attorney

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

WHEREAS, on March 28, 2022, the Board of Trustees awarded the 2022 – Lot Clearances in the Village of Freeport – Inorganic (Debris) Material contract to Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, in the amount of $74,896.00 for a retroactive term from March 1, 2022 to February 28, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, on November 28, 2022, the Board approved to extend the contract of the 2022 – Lot Clearances in the Village of Freeport – Inorganic (Debris) Material with Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, for a first one-year extension term from March 1, 2023 to February 29, 2024, in the amount of $74,896.00; and

WHEREAS, Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations; and

WHEREAS, the Superintendent of Buildings is requesting the second and final one-year extension of the Contract; and

WHEREAS, the cost of this service will be charged to A362004 543510 (Lot Clearance-Debris Removal); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the 2022 – Lot Clearances in the Village of Freeport – Inorganic (Debris) Material with Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, for the second and final one-year extension term from March 1, 2024 to February 28, 2025, in the amount of $74,896.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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: Sergio Mauras, Superintendent of Buildings November 30, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on March 28, 2022, the Board of Trustees awarded the 2022 – Lot Clearances in the Village of Freeport – Organic Material contract to Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, in the amount of $103,022.50 for a retroactive term from March 1, 2022 to February 28, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations; and

WHEREAS, the Superintendent of Buildings is requesting the first one-year extension of the Contract; and

WHEREAS, the cost of this service will be charged to A362004 543510 (Lot Clearance-Organic Material); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the 2022 – Lot Clearances in the Village of Freeport – Organic Material with Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, for a first one-year extension term from March 1, 2023 to February 29, 2024, in the amount of $103,022.50.

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	Excused

cc:

X Auditor	X Electric Utilities	X Registrar
X Assessor	X Fire Dept.	X Rec. Center
X Attorney	X File	X Treasurer

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

X	Bldg. Dept.	X	Personnel	X	Dep. Treasurer
	Board & Comm.	X	Police Dept.	X	Dep. V. Clerk
X	Claims Examiner	X	Publicity		OTHER
X	Comptroller	X	Public Works		
X	Court	X	Purchasing		

VILLAGE OF FREEPORT
BUILDING DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy and Board of Trustees

From: Sergio A. Mauras, Supt. of Buildings

Date: December 18, 2023

RE: Jaymond Industries, Inc.

I respectfully request that the last extension of the Jaymond Industries, Inc., Contract be placed on the next available Agenda.

On March 28, 2022, the Mayor and The Board of Trustees awarded the bid for the 2022 Lot Clearance – Organic to Jaymond Industries, Inc., 45 Nevinwood Place, Huntington Station, New York 11746 in the amount of $103,022.50 for a one year contract beginning March 1, 2022 and ending February 28, 2023 with the option of two one year extensions with no increase in price.

Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations. At this time, I recommend the extension of one year from March 1, 2024 and ending February 28, 2025.

The cost of this service will be charged to A362004 543510 (Lot Clearance-Organic Material).

Sergio A. Mauras
Superintendent of Buildings

SM: al
Attachment

Approved as to form

Deputy Village Attorney

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

WHEREAS, on March 28, 2022, the Board of Trustees awarded the 2022 – Lot Clearances in the Village of Freeport – Organic Material contract to Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, in the amount of $103,022.50 for a retroactive term from March 1, 2022 to February 28, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, on November 2022, the Board of Trustees approved to extend the contract of the 2022 – Lot Clearances in the Village of Freeport – Organic Material with Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, for a first one-year extension term from March 1, 2023 to February 29, 2024, in the amount of $103,022.50; and

WHEREAS, Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations; and

WHEREAS, the Superintendent of Buildings is requesting the second and final one-year extension of the Contract; and

WHEREAS, the cost of this service will be charged to A362004 543510 (Lot Clearance-Organic Material); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the 2022 – Lot Clearances in the Village of Freeport – Organic Material with Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, for the second and final one-year extension term from March 1, 2024 to February 28, 2025, in the amount of $103,022.50.

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: Sergio Mauras, Superintendent of Buildings November 30, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on March 28, 2022, the Board of Trustees awarded the 2022 – Lot Clearances in the Village of Freeport – Inorganic (Debris) Material contract to Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, in the amount of $74,896.00 for a retroactive term from March 1, 2022 to February 28, 2023, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, Jaymond Industries, Inc. has proved to be a capable and dependable company and has lived up to the contract expectations; and

WHEREAS, the Superintendent of Buildings is requesting the first one-year extension of the Contract; and

WHEREAS, the cost of this service will be charged to A362004 543510 (Lot Clearance-Debris Removal); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to extend the contract of the 2022 – Lot Clearances in the Village of Freeport – Inorganic (Debris) Material with Jaymond Industries Inc., 45 Nevinwood Place, Huntington Station, New York 11746, for a first one-year extension term from March 1, 2023 to February 29, 2024, in the amount of $74,896.00.

The Clerk polled the Board as follows:

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

cc:

X Auditor	X Electric Utilities	X Registrar
X Assessor	X Fire Dept.	X Rec. Center
X Attorney	X File	X Treasurer

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

X	Bldg. Dept.	X	Personnel	X	Dep. Treasurer
	Board & Comm.	X	Police Dept.	X	Dep. V. Clerk
X	Claims Examiner	X	Publicity		OTHER
X	Comptroller	X	Public Works		
X	Court	X	Purchasing		

VILLAGE OF FREEPORT
BUILDING DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Sergio A. Mauras, Superintendent of Buildings

Date: January 2, 2024

RE: Request to Bid Emergency Board Ups Contract

We are requesting that the Village of Freeport solicit bids for the 2024 Emergency Board Ups Contract. The existing contract expires on February 28, 2024. Payments for this contract will be made from the Building Department's Budget, A 362004-543530. This new bid would cover a term of one (1) year from March 1, 2024 through February 28, 2025 with an option in favor of the Village to extend for two (2) additional one (1) year terms. Under this contract, we anticipate spending approximately $55,000.00 (Per year).

The Board Up Contract is needed to secure vacant properties and or those properties that may have had a fire and need to be secured and protected.

It is therefore requested that we be authorized to advertise the referenced contract on January 11, 2024 in the Freeport Leader and other relevant publications. Contract specifications will be available from Tuesday January 16, 2024 through Friday February 2, 2024. The bids will have a returnable date of February 6, 2024 with bids scheduled to open at 11:00am.

Thank you

Sergio A. Mauras
Superintendent of Buildings

Approved as to form

Deputy Village Attorney

SM/al
enc.

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

WHEREAS, the Village's Annual Emergency Board Ups Contract, which provides for emergency board ups on vacant and/or damaged property throughout the Village expires on February 29, 2024; and

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

WHEREAS, the Superintendent of Buildings is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the "2024- Emergency Board-Ups in the Inc. Village of Freeport"; and

WHEREAS, contract specifications for the referenced project have been completed; and

WHEREAS, the new contract would be for a term of one (1) year from March 1, 2024 through February 28, 2025, with an option in favor of the Village to extend for two (2) additional one-year terms; and

WHEREAS, the anticipated annual cost of the contract is $55,000 (per year); and

WHEREAS, the funding for the board ups will be made from the Building Department's Budget line A362004 543530; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Buildings, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for the "2024- Emergency Board-Ups in the Inc. Village of Freeport", in the Freeport Herald and other relevant publications on January 11, 2024, with the specifications available from January 16, 2024 to February 2, 2024, with a return date of February 6, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2024-EMERGENCY BOARD-UPS IN THE INC. VILLAGE OF FREEPORT

FOR

THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

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

"2024- EMERGENCY BOARD-UPS IN THE VILLAGE OF FREEPORT"

until 11:00 A.M. on **Tuesday, February 6, 2024**, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.com or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Tuesday January 16, 2024 until 4:00 P.M. Friday February 2, 2024.** There is no fee for the bid documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 11, 2024
Freeport Leader

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 28, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: UniFirst Corporation – Request for Additional Funds for Uniform Rental Services

---

UniFirst Corporation (UniFirst) is currently providing uniform rental services to certain Freeport Electric employees (the number of employees fluctuates depending on new hires and retirements). The Board of Trustees approved this contract on November 20, 2018 for a term running from December 1, 2018 through February 29, 2024. The estimated contract amount for March 1, 2023 through February 29, 2024 is $27,531.97. The current contract balance is $2,942.21. Most of this money will be used to cover the December invoices (invoices are typically over $2,300.00 depending on uniform replacements, etc.). We are requesting an additional $5000.00 to pay the January 2024 and February 2024 invoices.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board retroactively approve an additional $5000.00, for a total contract cap of $32,531.97, to cover January and February 2024 invoices from UniFirst Corporation, 1750 Arctic Ave, Bohemia, NY 11716 for uniform rental services provided from March 1, 2023 through February 29, 2024. Further, that the Mayor is authorized to execute all documentation necessary to process this payment. This service will be charged to E7851920 578100 (Safety Material).

Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village of Freeport, ou=Freeport Electric, email=alivingston@freeportelectric.com, c=US
Date: 2023.12.29 09:14:37 -05'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, on November 20, 2018 the Board of Trustees approved a contract with UniFirst Corp., 1750 Arctic Avenue, Bohemia, New York 11716, for the provision and laundering of flame-resistant uniforms for certain Freeport Electric employees for a term running from December 1, 2018 through February 29, 2024; and

WHEREAS, the estimated contract amount for March 1, 2023 through February 29, 2024 is $27,531.97, and the current contract balance available is $2,942.21; most of this money will be used to cover the December invoices (invoices are typically over $2,300.00 depending on uniform replacements, etc.); and

WHEREAS, the Superintendent of Electric Utilities is requesting an additional $5,000 to pay the January 2024 and February 2024 invoices, increasing the total contract cap to $32,531.97; and

WHEREAS, these services will be charged to account E 7851920 578100 – Safety Material; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to execute any and all documents necessary to retroactively approve an increase in the contract with UniFirst Corp., 1750 Arctic Avenue, Bohemia, New York 11716, for the provision and laundering of protective clothing for a total cost of $32,531.97 for the term running from March 1, 2023 through February 29, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities November 21, 2018

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 20, 2018:

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

WHEREAS, the Village of Freeport Electric Utility requires the rental of flame-resistant uniforms for 33 employees; and

WHEREAS, the Village previously received bids for uniform rental services; and

WHEREAS, UniFirst Corporation is a provider of uniforms and is a member of a cooperative (NJPA Sourcewell) that has government contracting that is lower than the bid pricing received and is willing to honor the government pricing; and

WHEREAS, under the terms of the Standard Rental Services Agreement, the full service uniform rental program with replacement garment insurance coverage for 33 employees (employee count may vary) will cost approximately $22,238.29 per year (current contract pricing is $22,107.33 without garment replacement insurance); and

WHEREAS, the contract price is subject to an annual 5% escalation clause; and

WHEREAS, these services will be charged to account E 7851920 578100 – Safety Material; and

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any and all documents necessary to approve a new contract with UniFirst Corp., 1750 Arctic Avenue, Bohemia, New York 11716 for the provision and laundering of protective clothing for a cost of approximately $22,348.29 per year (depending on number of employees) effective December 1, 2018 through February 29, 2024, subject to an annual 5% escalation charge.

The Clerk polled the Board as follows:

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

Copy to:

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 22, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Center for Internet Security, Inc. (REVISED)
CrowdStrike Manage Detection and Response Solution

In 2019, the Village of Freeport became an active member of the Center for Internet Security, Inc. (CIS) and Multi-State Information Sharing and Analysis Center (MS-ISAC). As a member of CIS and MS-ISAC the Village is provided with and takes full advantage of the following free services.

- Monitoring of public IP ranges and domains for possible compromises.
- Access to Malicious Code Analysis Platform (MCAP).
- Weekly top-malicious domains and IPs report.
- Blocking ransomware with Malicious Domain Blocking and Reporting (MDBR).

In April 2023, the Village also took advantage of **Manage Detection and Response (MDR) Solution -** a combination of CrowdStrike Next Generation Antivirus (NGAV) and the **24x7x365** CIS SOC. This enables the Village to rapidly detect, analyze, investigate and actively respond to threat disruption and containment. The annual cost for this solution is $14,569.91. The term for this maintenance is April 25, 2024 – February 28, 2025. We will not renew the Intrusion Detection System with this vendor.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061 for a cost of $14,569.91 for Manage Detection and Response services for the period April 25, 2024 – February 28, 2025. Further, that the Mayor be authorized to sign any and all documents necessary and proper to obtain these services. These services shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network). There are sufficient funds available to cover this cost.

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Cc: Howard Colton, Village Attorney

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, in 2019, the Village of Freeport became an active member of the Center for Internet Security, Inc. (CIS®) and Multi-State Information Sharing and Analysis Center (ISAC) the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061; and

WHEREAS, as a member of CIS and MS-ISAC, the Village is provided with the following free services:

- Monitoring of your public IP ranges and domains for possible compromises,
- Access to Malicious Code Analysis Platform (MCAP),
- Weekly top-malicious domains and IPs report,
- Block ransomware with Malicious Domain Blocking and Reporting (MDBR),

WHEREAS, in April 2023, the Village also took advantage of Manage Detection and Response (MDR) Solution; and

WHEREAS, the total annual maintenance cost for CIS Services MDR Advanced and Spotlight powdered by CrowdStrike with Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061, is $14,569.91 for a term from April 25, 2024 to February 28, 2025; and

WHEREAS, these services shall be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network] and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061, for a term from April 25, 2024 to February 28, 2025, for the annual cost of $14,569.91.

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

Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, New York 12061
United States

QUOTE for Village of Freeport
Quote: SQ-231026-0017255
Created Date: 10/26/2023
Valid Through: 4/30/2024
Prepared by: Jenn Moten
Phone: (518) 516-3066

Quote

Address Information

Bill To:
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520
United States

Buying Contact: Frank Prisciandaro
Buying Email: fprisciandaro@freeportny.gov

Ship To:
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520
United States

Shipping Contact: Frank Prisciandaro
Shipping Email: fprisciandaro@freeportny.gov

Related Information

Currency: USD

Billing Frequency: One-Time

Service Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	Discount	NET
CIS Services MDR Advanced powered by CrowdStrike	CIS-MDR-ADV-CS-CISS	4/25/2024 - 2/28/2025	275	10.14 Mon	$5.00	$5.00	5.00%	$13,245.37
CIS Services MDR Spotlight powered by CrowdStrike	CIS-MDR-SPOT-CS-CISS	4/25/2024 - 2/28/2025	275	10.14 Mon	$0.50	$0.50	5.00%	$1,324.54

List Price Total:	$15,336.75
Sales Price Total:	$15,336.75
Service Discount Amount:	($766.84)
Net Amount:	$14,569.91
Balance Due Amount:	**$14,569.91**

Standard Terms

Please note that if the purchase(s) listed above are related to a new product/service, the Date(s) are determined based upon both the order being approved and all pre service requirements met. If the purchase(s) listed above are for a renewing product/service, the Date(s) reflect the actual term.

Any taxes or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of Products/Services by Customer to CIS shall in no way limit the amount of the Products/Services to be paid by Customer to CIS.

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities April 20, 2023

FROM: Lisa M DeBourg, Deputy Village Clerk

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

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

WHEREAS, in 2019, the Village of Freeport became an active member of the Center for Internet Security, Inc. (CIS®) and Multi-State Information Sharing and Analysis Center (ISAC) the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061; and

WHEREAS, as a member of CIS and MS-ISAC, the Village is provided with the following free services:

- Monitoring of your public IP ranges and domains for possible compromises,
- Access to Malicious Code Analysis Platform (MCAP),
- Weekly top-malicious domains and IPs report,
- Block ransomware with Malicious Domain Blocking and Reporting (MDBR),

WHEREAS, CIS offers two additional paid services that will further enhance the Village's security posture; the two paid services are Intrusion Detection System (IDS) for a cost of $17,100.00 and Manage Detection and Response (MDR) Solution for a cost of $18,150.00; for a total cost of $35,250.00 for the period retroactive to March 29, 2023 through March 28, 2024; and

WHEREAS, these services shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network) and there are sufficient funds available to cover this cost; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the software maintenance and support services provided by Center for Internet Security, Inc., 31 Tech Valley Drive, East Greenbush, New York 12061 for a term retroactive to March 29, 2023 through March 28, 2024, for a total cost of $35,250.00.

The Clerk polled the Board as follows:

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

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

Trustee Sanchez	In Favor
Mayor Kennedy	In Favor

cc:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 27, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: CivicPlus - Freeport Electric Website Hosting and Support Services
March 1, 2024 – February 28, 2025

On August 10, 2015, the Board approved the Freeport Electric website development and administration agreement with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502. The agreement included an annual service fee of $1575.00 starting March 1, 2017 and beyond (subject to annual increase of 5% for year 3 and beyond). Attached for your approval is the Renewal Agreement for the Freeport Electric Core Subsite Hosting and Support and the SSL Certificate for a one-year term running from March 1, 2024 to February 28, 2025 for a fee of $2,854.60. The current contract fee is $2,302.09 (multi-year contract price).

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board of Trustees approve the agreement for hosting, support and SSL Certificate with CivicPlus, 317 Houston Street, Suite E, Manhattan, KS 66502 for a term running from March 1, 2024 to February 28, 2025 subject to an annual 5% increase in fees; and that the Mayor be authorized to execute any and all documents necessary and proper to effect same. The cost for this service will be charged to account E7856000 578100 (Electric Website).

Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village of Freeport, ou=Freeport Electric, email=alivingston@freeportelectric.com, c=US
Date: 2023.12.28 10:17:49 -05'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on February 8, 2021, the Board approved an agreement between the Village of Freeport and CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 for a term of three years effective March 1, 2021 to February 29, 2024, for a total of $2,302.09 (hosting and support $2,110.64; certificate $191.45) for the term running from March 1, 2023 to February 29, 2024; and

WHEREAS, the Electric Utility contracted with CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 to host the Utility's website, which was approved by the Board starting March 1, 2017; and

WHEREAS, said agreement included an annual service fee of $1,575.00 commencing March 1, 2017, which was subject to an annual increase of 5% for subsequent years; and

WHEREAS, the current contract with a cost of $2,302.09 (hosting and support $1,823.26; certificate $165.38) will expire on February 29, 2024; and

WHEREAS, the Superintendent of Electric Utilities is requesting Board approval for the Renewal Agreement for the Freeport Electric Core Subsite Hosting and Support and the SSL Certificate with CivicPlus for a one-year term running from March 1, 2024 to February 28, 2025, for a fee of $2,854.60 (subject to an annual 5% increase in fees); and

WHEREAS, the contract will be charged to account E7856000 578100 (Electric Website); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a renewal agreement between the Village of Freeport and CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502, for a one-year term running from March 1, 2024 to February 28, 2025, for a fee of $2,854.60.

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

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-55290-1
Date: 10/23/2023 5:19 PM
Customer: FREEPORT, NEW YORK

QTY	Product Name	DESCRIPTION	TOTAL
1.00	SSL Certificate Annual Fee	SSL Certificate Annual Fee	USD 237.39
1.00	Annual Fee Renewal (Hosting & Support)	Freeport Electric Core Subsite Annual Fee for Hosting and Support	USD 2,617.21

Annual Recurring Services - Initial Term	USD 2,854.60

1. This renewal Statement of Work ("SOW") is between Village of Freeport - Electric ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 3/1/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	
Name:	Name:
_____	Amy Vikander
Title:	Title:
_____	Senior Vice President of Customer Success
Date:	Date:
_____	_____

Approved as to form

Deputy Village Attorney

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities February 11, 2021

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 8, 2021:

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

WHEREAS, the Electric Utility contracted with CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 to host the Utility's website which was approved by the Board starting March 1, 2017; and

WHEREAS, said agreement included an annual service fee of $1,575.00 commencing March 1, 2017, which was subject to an annual increase of 5% for subsequent years; and

WHEREAS, the current contract with a cost of $1,988.64 (hosting and support $1,823.26; certificate $165.38) will expire on February 28, 2021; and

WHEREAS, the Superintendent of Electric Utilities would like to extend the contract for an additional 3 years; and

WHEREAS, the cost is $2,088.06 (hosting and support $1,914.42; certificate $173.64) for a term running from March 1, 2021 to February 28, 2022, a total of $2,192.47 (hosting and support $2,010.14; certificate $182.33) for the term running from March 1, 2022 to February 28, 2023, and a total of $2,302.09 (hosting and support $2,110.64; certificate $191.45) for the term running from March 1, 2023 to February 29, 2024; and

WHEREAS, the contract will be charged to account E7856000 578100 and there are sufficient funds available to cover the cost; and

NOW THEREFORE BE IT RESOLVED, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and CivicPlus, 317 Houston Street, Suite E, Manhattan, Kansas 66502 for a term of three years effective March 1, 2021 to February 29, 2024 at the costs listed above.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 15, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Systems & Software, Inc.
Software Maintenance and Support
3/1/2024 – 2/28/2025

Attached is the quotation for the Annual Software Maintenance and Support Agreement with Systems & Software, Inc., for the period March 1, 2024 to February 28, 2025. This expense is necessary to ensure that the Village has enQuesta maintenance support. The total cost for the period March 1, 2024 to February 28, 2025 is $115,000.00. This amount includes the cost for the enQuesta Maintenance version 6.1 and the 3rd Party Software Maintenance. The current maintenance cost for version 4.1 is $102,522.18. There was an increase in cost of $12,477.82.

In November 2021, the Village Board approved upgrading the Systems & Software enQuesta utility billing system from version 4.1 to version 6.1. Since this is a proprietary software system, the annual support and licensing cannot be bid to outside companies.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees approve the software maintenance and support service agreement with Systems & Software, Inc., 10 E. Allen St, Suite 201, Winooski, VT 05404 at a cost of $115,000.00 from March 1, 2024 to February 28, 2025. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this service. This service shall be charged to Allocation Code 5003 (Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network).

Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village of Freeport, ou=Freeport Electric, email=alivingston@freeportelectric.com, c=US
Date: 2023.12.18 16:13:57 -05'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on November 29, 2021, the Board approved the September 1, 2021 addendum to the agreement with Systems & Software, 10 East Allen Street, Suite 201, Winooski, Vermont 05495, for the upgrade to enQuesta Version 6.1, at a cost of $181,460.00; and on March 30, 2023, the Board approved to contract for the procurement of enQuesta and 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a period running retroactively from March 1, 2023 through February 29, 2024, at a cost of $102,522.18; and

WHEREAS, the Village of Freeport requires an annual contract for the support of the enQuesta system, software that is vital for the day-to-day operations of the Village; and

WHEREAS, the enQuesta system is a proprietary software system, whose maintenance cannot be bid to outside companies, so Systems & Software, Inc. is the only company able to provide maintenance to these systems; and

WHEREAS, the maintenance and support contract will be for a term from March 1, 2024 to February 28, 2025, for a total cost of $115,000.00 (an increase of $12,477.82); and

WHEREAS, this expense will be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network]; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any and all documents necessary and proper to effectuate this service of enQuesta and the 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a term from March 1, 2024 to February 28, 2025, for a total cost of $115,000.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Systems & Software

Please remit to:
62130 Collections Center Drive
Chicago, IL 60693-0621

Invoice	SSIMN0000054
Date	12/13/2023
Page	1 of 1

Bill To

Village of Freeport
46 North Ocean Ave.
Freeport, NY 11520
United States

Ship To

Village of Freeport
46 North Ocean Ave.
Freeport, NY 11520
United States

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	FRE100		LOCAL DELIVERY	MN MAR

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	ENQUESTA	enQuesta Support: 3/1/2024 to 2/28/2025	US$ 115,000.00	US$ 115,000.00

Please note that payment is due on or before the maintenance start date. To avoid interruptions in service, please allow 10 business days prior to the start of your term to send in your payment.

Invoice Questions? Please call Lisa Ross at 613-226-5511 ext 2192 or email LRoss@harriscomputer.com

Subtotal	US$ 115,000.00
Misc	US$ 0.00
Tax	US$ 0.00
Freight	US$ 0.00
Trade Discount	US$ 0.00
Total	US$ 115,000.00

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities March 31, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 30, 2023:

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

WHEREAS, the Village of Freeport requires an annual contract for the support of the enQuesta system, software that is vital for the day-to-day operations of the Village; and

WHEREAS, the enQuesta system is a proprietary software system, whose maintenance cannot be bid to outside companies, so Systems & Software, Inc is the only company able to provide maintenance to these systems; and

WHEREAS, the total cost of the maintenance and support contract for the period March 1, 2023 to February 29, 2024 is $102,522.18; and

WHEREAS, this expense will be charged to Allocation Code 5003 [Budget lines A168004 542800 (71%), E7815630 578100 (25%), and WE93004 542800 (4%) Service Contract/Repairs Network] and there are sufficient funds in those accounts to cover the cost of this service; and

THEREFORE BE IT RESOLVED that the Mayor be and hereby is authorized to contract for the procurement of enQuesta and 3rd party software maintenance from Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05404, for a period running retroactively from March 1, 2023 through February 29, 2024 at a cost of $102,522.18.

The Clerk polled the Board as follows:

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

cc:

X Auditor	X Electric Utilities	X Registrar
X Assessor	X Fire Dept.	X Rec. Center
X Attorney	X File	X Treasurer
X Bldg. Dept.	X Personnel	X Dep. Treasurer
Board & Comm.	X Police Dept.	X Dep. V. Clerk

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities November 30, 2021

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 29, 2021:

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

WHEREAS, since 2010 the Village of Freeport has used the enQuesta system as the financial and billing system; and

WHEREAS, in 2020, the Village evaluated other billing software and determined that the enQuesta system still is the best fit for the Village; and

WHEREAS, in September 2021, it was time to upgrade the enQuesta system from Version 4.1 to Version 6.1; and

WHEREAS, the enQuesta system is a proprietary software system, so Systems & Software, Inc., 10 East Allen Street, Suite 201, Winooski, Vermont 05495 is the only company able to provide this system; and

WHEREAS, the total cost of the enQuesta system upgrade will be $181,460.00; and

WHEREAS, this amount includes the cost for enQuesta version 6.1, data migration, training, implementation, and go live support; and

WHEREAS, funding is available through a $312,325 bond resolution approved by the Village Board of Trustees on July 12, 2021 and the cost shall be charged to H199702 524000, E 110000, and WE107 150107; and

NOW THEREFORE BE IT RESOLVED, on the recommendation of the Superintendent of Electric Utilities, that the Board retroactively approve and the Mayor be and hereby is authorized to sign any documentation necessary to approve the September 1, 2021 addendum to the agreement with Systems & Software, 10 East Allen Street, Suite 201, Winooski, Vermont 05495, for the upgrade to enQuesta Version 6.1, at a cost of $181,460.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	In Favor
Trustee Martinez	Not Present
Trustee Squeri	In Favor

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 15, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Recommendation - BID #23-11-ELEC-678
1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid

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The LM6000 turbine is equipped with a glycol inlet heating system that consists of a 1.2 MW/1200 KW electric heater. The heating element heats up the combustion air. This prevents ice from entering the turbine path thereby eliminating the potential for foreign object (ice) debris from going into the engine and damaging the turbine blades. The heater failed which prevents the turbine from being online during cold, humid days when the potential for icing may occur.

A bid was advertised and picked up by three vendors. The three vendors were Hinck Electric, Haugland Energy Group LLC and James Woerner Inc. - all of which are vendors that have successfully performed work for the Inc. Village of Freeport/Electric Department. Two of these vendors submitted bids for the project as shown below.

Vendor	Total Bid
James Woerner Inc.	$158,128.00
Haugland Energy Group LLC	$183,000,00

It is the recommendation of the Superintendent of Electric Utilities that the replacement of the 1200 KW heater be awarded to James Woerner Inc., 130 Allen Blvd., Farmingdale, NY 11735 in the amount of $158,128.00. The cost of the heater will be charged to Account #E 7156006 510000.

Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village of Freeport, ou=Freeport Electric, email=alivingston@freeportelectric.com, c=US
Date: 2023.12.18 10:55:59 -05'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachment

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on October 16, 2023, the Board authorized the Village Clerk to advertise a Request for Proposals for the Furnishing of 1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid, RFP #23-11-ELEC-678; and

WHEREAS, a proposal was advertised and picked up by three (3) vendors and these vendors have successfully performed work for the Electric Department; and

WHEREAS, two (2) of the three (3) vendors submitted proposals for the project; and

WHEREAS, the lowest proposal was submitted by James Woerner Inc., 130 Allen Blvd., Farmingdale, NY 11735, in the amount of $158,128.00; and

WHEREAS, the cost of the heater will be charged to Account #E 7156006 510000; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the Furnishing of 1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid, RFP #23-11-ELEC-678, to James Woerner Inc., 130 Allen Blvd., Farmingdale, NY 11735, in the amount of $158,128.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities October 18, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of October 16, 2023:

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

WHEREAS, the Superintendent of Electric Utilities is requesting the Board to authorize the Village Clerk to advertise a Request for Proposals for the Furnishing of 1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid, RFP #23-11-ELEC-678; and

WHEREAS, this heater is needed to replace a failed heater; and

WHEREAS, the procurement of said heater requires the use of a formal Request for Proposals; and

WHEREAS, the cost of the heater will be charged to Account #E 7156006 510000 and there are sufficient funds available for this expense; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Request for Proposals for the "Furnishing of 1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid, RFP #23-11-ELEC-678", in the Freeport Herald and other relevant publications of general circulation on October 19, 2023, with specifications available from October 23, 2023 through November 2, 2023, with a return date of November 21, 2023.

The Clerk polled the Board as follows:

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

cc:

X	Auditor	X	Electric Utilities	X	Registrar
X	Assessor	X	Fire Dept.	X	Rec. Center
X	Attorney	X	File	X	Treasurer
X	Bldg. Dept.	X	Personnel	X	Dep. Treasurer
	Board & Comm.	X	Police Dept.	X	Dep. V. Clerk

INC. VILLAGE OF FREEPORT

RFP #23-11-ELEC-678

1200 KW GLYCOL HEATER REPLACEMENT FOR TURBINE INLET HEATING SKID

ADDENDUM

The specifications which follow supersede any previously released specification. Further, the RFP opening has been extended until Friday, December 8, 2023. This document consists of one (1) page total.

Proposal Due Date: The proposal due date has been extended until Friday, December 8, 2023 - Proposals will be accepted until 4:00 P.M. on Friday, December 8, 2023 at the Office of the Purchasing Agent, 46 North Ocean Avenue, Freeport, NY 11520.

Add the following:

4.0 Documentation Requirements

4.1 Design Package Documentation

- All glycol heater submittal drawings must be signed & stamped by the engineer of record to ensure the equipment and turn-key solution meets all local, state and federal codes.

IN MAKING THIS PROPOSAL, THE PROPOSER HEREBY DECLARES THE ADDENDA ISSUED BY THE VILLAGE OF FREEPORT HAVE BEEN RECEIVED BY THEM, AND THAT ALL PROVISIONS THEREOF HAVE BEEN COMPLIED WITH IN PREPARING HIS PROPOSAL:

DATE OF ADDENDUM 11/15/2023

ADDENDA RECEIVED:

BY: JAMES WOGRNOW DATE: 12-7-23

(SIGNED)

TITLE: PRES

Please attach this document to your bid submission.

VILLAGE OF FREEPORT

Nassau County, New York

CONTRACT AND SPECIFICATIONS FOR

FURNISHING OF A 1200 KW GLYCOL HEATER REPLACEMENT

FOR TURBINE INLET HEATING SKID

RFP #23-11-ELEC-678

TABLE OF CONTENTS

FURNISHING OF A 1200 KW GLYCOL HEATER
REPLACEMENT FOR TURBINE INLET HEATING SKID

REQUEST FOR PROPOSALS

1200 KW GLYCOL HEATER REPLACEMENT

FOR

TURBINE INLET HEATING SKID

FOR

THE INCORPORATED VILLAGE OF FREEPORT
ELECTRIC DEPARTMENT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the "1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid" until 4:00 P.M. on Tuesday, November 21, 2023.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village's Website at www.freeportny.gov. Specifications will be available from 9:00 A.M. on Monday, October 23, 2023, until 9:00 A.M. on Thursday, November 2, 2023. A **mandatory** walk-through is scheduled for Thursday, November 2, 2023 at 9:00 A.M.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – October 19, 2023

NON-COLLUSIVE BIDDING CERTIFICATION

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

(1) The prices in this proposal have been arrived at independently without collusion,

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

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

(4) That all requirements of law including mandatory provisions as to non-collusion have been complied with.

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

INSTRUCTIONS FOR PROPOSERS

1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Electric Department Project:

"1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid"

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, October 23, 2023, until 9:00 A.M. on Thursday, November 2, 2023. Mandatory walk-through scheduled for Thursday, November 2, 2023 at 9:00 A.M. at Freeport Power Plant 2, 289 Buffalo Avenue, Freeport, NY 11520. Contact Keith Muchnick, Superintendent of Power Plant to confirm attendance - kmuchnick@freeportelectric.com**

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

3. FEE FOR DOCUMENTS

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

4. FORM

Each proposal shall be made on the "Proposal Form" attached hereto and shall remain attached hereto as part of the proposal documents and shall be submitted in a sealed envelope clearly marked "1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid", together with the name of the proposer.

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

5. DELIVERY OF PROPOSALS

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

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

Each proposal must be headed by the name of the Candidate and the address of his principal office or principal place of business. Proposals containing only a post office box as a mailing address will be deemed inadequate and may, at the discretion of the Purchaser, be rejected. In the case a proposal is made by a corporation, the same shall be signed by a legally authorized agent of the corporation.

6. TAXES

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

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

7. PROPOSAL 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. 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.

20. DELIVERY

Prices must include all applicable warrantees. Deliver to: Village of Freeport Power Plant 2, 289 Buffalo Avenue, Freeport, NY 11520.

21. WALK-THROUGH

Mandatory walk-though will be on **Thursday, November 2, 2023 at 9:00 A.M.** The location will be Power Plant #2, 289 Buffalo Avenue, Freeport, NY 11520. Please provide your own PPE. Sign-in will be at 9:00 A.M. in the main lobby.

1200 KW GLYCOL HEATER REPLACEMENT FOR TURBINE INLET HEATING SKID

Rev 1.0

Revision Record

REV #	DATE	REV BY	DESCRIPTION
1.0	9/29/23	KM	Rev. 1

1.0 GENERAL

1.1 Introduction

Freeport Electric (FE) is looking to replace an existing 1200 kW heating bundle that is used to heat turbine inlet air. The current heater is 20 years old and recently failed. The manufacturer of the existing heater bundle is Watlow Process Systems and they currently do not manufacture a direct replacement bundle.

This specification details The Incorporated Village of Freeport's (IVF) requirements to design, build and retrofit a new heater bundle that must utilize the existing control system and conform to all the design parameters listed in the attached as-built drawings. Additionally, the proposed heating bundle is located in a cement block building with limited access. The proposed heating bundle will either need to be removed and installed through the roof and/or the existing doorway. However, the proposed design solution shall include the entire scope as a turnkey package.

This specification and contract are for the design, supply, and installation of the retrofit heating bundle. The successful proposer shall provide all required engineering, documentation, hardware, installation, commissioning, and safety testing required to properly commission along with start-up paperwork and a five year warranty.

Purpose of the Request for Proposal (RFP)

The purpose of this RFP is to:

- Gather details regarding the cost, scope of work and requirements regarding the heating bundle retrofit.
- Insure that the winning Candidate shall work closely with the site personnel and shall follow all safety procedures required by the site.

2.0 SCOPE OF SUPPLY

2.1 General

This specification is based on the existing 1200 kW glycol heating skid originally manufactured by Watlow Process Systems.

The supplied heating bundle must conform to the attached as-built drawings, including all called out specifications and features. Additionally, the successful Candidate shall provide the following:

- Two internally mounted Type K high limit thermocouples.
- 16 balanced 3 phase, 75 kW elements (+ two spare)
- Power distribution blocks.
- NEMA 4 electrical equipment enclosure IEC66 painted carbon steel c/w 6" stilt.
- Lifting eyes every 90 degrees.
- Any necessary gaskets and valves if needed.
- Any rigging necessary to replace the bundle.
- Two extra elements that will be kept as spares for future use.
- Storage for all propylene/glycol/water that will be removed from system.
- Any additional 50/50 propylene/glycol/water needed to top off and purge system.

- New insulation and lagging on heater and associated piping that was disturbed by the Candidate during the removal/installation process.
- Start-up services.
- Five year warranty on heater.
- Five year warranty against any leaks from any equipment the Candidate performed work on or in any way altered, disturbed, or touched in the scope of this RFP.
- Crane service to remove and install heater.
- Roof repairs and 5 year warranty on roof should the roof be opened for the removal and installation of the heater.
- Door and entry repairs should the door need to be removed for the removal and installation of the heater.
- Disposal services of the existing heater and materials.

2.2 Devices Compliance

- Devices must comply with all applicable portions of NEMA standards and ANSI standards as well as all Federal, State and Local codes and standards as applicable.
- Provide a heating bundle to meet or exceed the design parameters of the existing heater bundle.

2.3 Warranty

- Hardware warranty shall be for a minimum of 5 years and shall include both parts and labor on the replaced hardware from the date the commissioning has been completed. Any roof or entry penetrations shall be warrantied for a minimum of 5 years.

2.4 Technical data

- Provide all application & product specifications.
- Provide all proposed drawings.

3.0 Scope of Services

3.1 Design Package

- The design package shall include a narrative describing in detail the proposed method of removing and reinstalling the heater. The narrative shall include a proposed step by step guideline on the removal and re-installation process. The narrative shall also include a proposed schedule that includes at a minimum the approximate time required to complete each step.
- The design package shall include all application specifications, product information including proposed drawings and a Factory Acceptance Test (FAT) plan. The design package shall include a Development, Installation & Commissioning Plan. The Installation & Commissioning Plan will be modified as needed and approved prior to acceptance of the design package. The Commissioning Plan will detail the actions needed to verify correct installation of the system components and to successfully power up and validate correct operation.
- Once approved, the design package will serve as the design standard. Any changes or modifications to the design package will be considered modifications to the design and subject to the appropriate commercial and technical change management procedures. All panel

drawings, wiring diagrams, schematics and accompanying documentation shall also be submitted, corrected or updated as requested and approved before equipment will be ordered.

- Upon approval of the equipment, it will be built and tested at the manufacturer's site. Prior to shipping Factory Acceptance Test data will be provided to the customer for approval.
- **The Contractor shall be solely responsible for verifying, engineering & integrating all aspects of the new hardware into the existing control system that functions reliably and safely.**
- **The acceptance criteria used will be based on the equipment, timeline, cost and approach.**

3.2 Demolition

- Contractor shall be responsible for demolition and removal of existing equipment during the removal and reinstallation process.
- Contractor shall be responsible for determination of all existing field cabling and for tagging field cables for later use with the new system.
- The Owner will not be issuing cabling and hardware demolition schedules. Contractor must be familiar with this type of retrofit/upgrade.

3.3 Use of Site

- Use of the site shall be at Freeport Electric's direction in matters in which Freeport Electric deems it necessary to place restriction.
- Access to building wherein the work is performed shall be as directed by Freeport Electric.
- Freeport Electric will occupy the premises during the entire period of testing in order to conduct normal business operations. Contractor must cooperate with Freeport Electric to minimize conflict and to facilitate Freeport Electric's operations.
- Freeport Electric will schedule necessary shutdowns of plant services.
- Contractor will proceed with the work without interfering with the ordinary use of streets, passages, exits, and operations of Freeport Electric.

3.4 Testing

- Final testing of the unit shall take place on a mutually agreed upon day that the weather permits the plant to run the turbine with 100% heater electrical load.

4.0 Documentation Requirements

4.1 Design Package Documentation

- The following documents will be submitted electronically and in print format for review prior to approval of the design package. All electronic copies of the documents will be submitted in Microsoft Word, Excel, Access, PDF, AutoCAD (.dwg) or other format agreed upon by Owner and the Contractor in advance.
- Device Lists: included in this document type are all devices included in the design solution. This list also includes information such as device or instrument number, manufacturer, part number, description, range, set-point and other pertinent information required to uniquely identify each piece of equipment being provided as part of the design solution.

- Drawings: included in this document type are all structural, mechanical, electrical panel and plant layout diagrams to accurately portray all of the devices included in the design package, how the system will be constructed or assembled, and where it will be located inside the facility. All drawings must submitted to FE in an electronic AutoCAD (.dwg) format, additionally the proposal package should include one complete set of all drawings printed on size ANSI D engineering bond paper.
- Wiring Diagrams: included in this document type are all diagrams required to indicate how every device included in the design solution is wired and how each device is interconnected. These diagrams include additional information such as terminal boxes, junction boxes, and other wiring information necessary to identify the wire path taken by each signal and power feed included in the design solution.
- Design Basis: The Contractor will develop and submit a design basis document describing and providing the engineering calculations and other reasoning used to select the design components as proposed. This will include load information, flow rates, vessel materials, design standards, materials used and any other information related to the decisions used to select each piece of equipment included in the design package. The design basis shall include detailed electrical schematics and specific point to point wiring diagrams. In addition, component part information shall be furnished for all devices and contain drawings, photos, and detailed bills of materials.
- Factory Acceptance Test Plan: The Contractor will also develop and submit a "Factory Acceptance Test" plan.
- Commissioning Plan – SAT: The Contractor will develop and submit a plan detailing the method and steps required to validate correct installation and operation of each component in the design package.

5.0 SCHEDULE

The Contractor shall submit a preliminary construction progress schedule at the time of award of contract.

6.0 Liquidated Damages

The contractor shall pay liquidated damages of $100/day should the job not be completed within the submitted schedule and capped at 10% of the project cost.

7.0 INSURANCE

Contractor is required to provide the following insurance:

- 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.
- 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.
- 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).

- 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).

- Comprehensive Automobile Liability Insurance: Minimum $1,000,000 Combined Single Limit, covering all owned, non-owned and leased vehicles.

8.0 SEE APPENDIX A - EXISTING AS-BUILT DRAWINGS

1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid

DATE: December 7, 2023

NAME: James Woerner Inc

ADDRESS: 130 Allen Blvd
Farmingdale, NY 11735

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 Proposers, the Form of Contract, Specifications, and the Form of Proposal and that (he, they) hereby (proposes, propose) to furnish all 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 "Instruction for Proposers", 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.

For providing all labor, materials and equipment necessary for item(s) described in this specification the contractor declares that he will accept in full payment therefore, the following sums to wit: $158,128.00

one hundred fifty-eight thousand, one hundred twenty-eight dollars and NO cents

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) Award of the contract will be determined based on unit price, equipment proposed & lead time.

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.

It is understood that the estimated quantities shown on the foregoing schedule are solely for the purpose of facilitating the comparison of proposals and that the Contractor's compensation will be computed upon the basis of the actual quantities of the completed work, whether they be more or less than those shown herein.

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.

PROPOSAL - CONT'D

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: James Woerner Inc

CANDIDATE'S ADDRESS: 130 Allen Blvd, Farmingdale, NY 11735

CANDIDATE'S F.E.I.N.: 11-2652123

CANDIDATE'S TELEPHONE (DAY): 631-454-9330

(NIGHT - EMERGENCY): 516-313-1674

FAX NUMBER: 631-293-0186

SIGNED BY:

TITLE: President

DATE: 12/7/23

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

NAME & TITLE	ADDRESS
Barbara Woerner, VP	130 Allen Blvd, Farmingdale, NY 11735

NAME OF CANDIDATE: James Woerner Inc

BUSINESS ADDRESS OF CANDIDATE: 130 Allen Blvd, Farmingdale, NY 11735

DATED: THE 7 DAY OF December, 2023

REFERENCES

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

1)

Name: _____

Company: Willexa Coventry NY

Address: _____

_____

_____

Phone: _____

2)

Name: _____

Company: Willexa Liberty 3

Address: _____

_____

_____

Phone: _____

3)

Name: _____

Company: Freeport Electric

Address: _____

_____

_____

Phone: _____

PROPOSAL - CONT'D

PROPOSAL

1200 KW Glycol Heater Replacement for Turbine Inlet Heating Skid

as per specifications, or equal

NAME OF CANDIDATE James Woerner Inc

ADDRESS 130 Allen Blvd, Farmingdale, NY 11735

MAILING ADDRESS/P.O. BOX 130 Allen Blvd, Farmingdale, NY 11735

TELEPHONE NO. (631) 454-9330 - cell - 516-313-1674

FAX NO. 631-293-0186

EMAIL JamesWoernerInc@optonline.net

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.

LUMP SUM PRICE AS SPECIFIED, THE TOTAL NET SUM TO BE:

one hundred fifty-eight one hundred twenty-eight dollars $158,128.00

(Write Total Amount in Words)

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

(Signature of Candidate)	President (Title)	12/7/23 (Date)

James Woerner

(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.

Itemized Listing of Exceptions

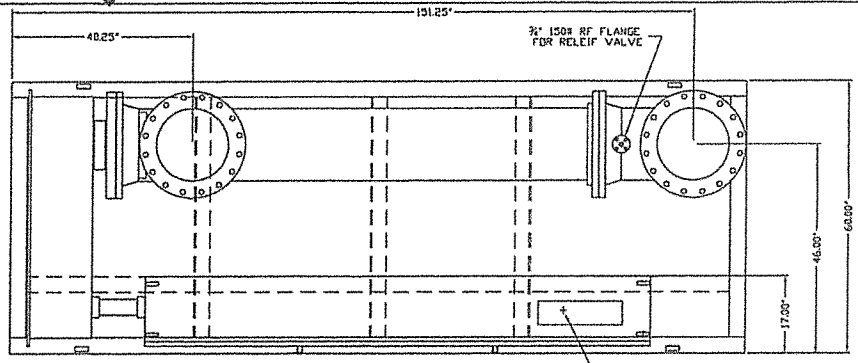
Paragraph #	Describe Exception	Alternative Submission
	No vessel included in quote. Only heating element.	

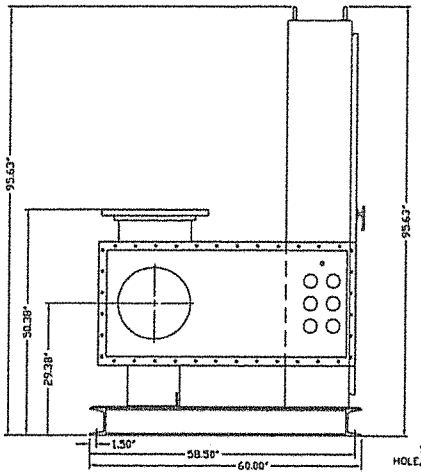
APPENDIX A

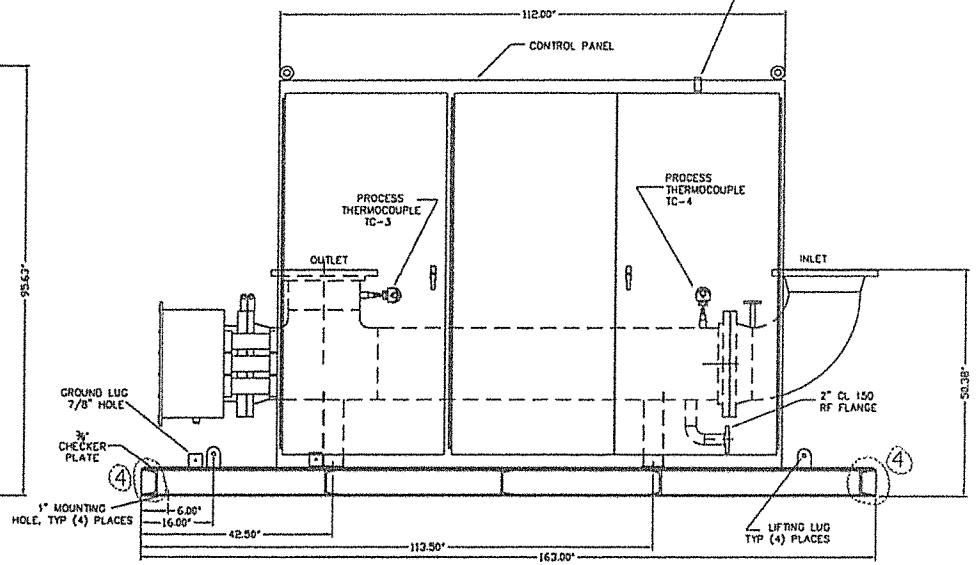
GLYCOL HEATER & CONTROL SKID
TAG NO. GL-HE-01

PRODUCT FEATURES
CIRCULATION VESSEL
MODEL NO.: 706-03C41345
DESIGN DATA
VESSEL DESIGNED AND MANUFACTURED IN ACCORDANCE WITH ASME SECTION VIII, DIV. 1, 2001 EDITION, 2002 ADDENDA
DESIGN PRESSURE: 100 PSIG
DESIGN TEMP: 200°F
MDMT: -20°F
HYDROTEST PRESSURE: 130 PSIG
CORROSION ALLOWANCE: 0.0625"
RADIOGRAPHY: NONE
OTHER NDE: NONE
INSPECTION: PER ASME SECTION VIII
MATERIAL SPECIFICATIONS
SHELL: 18" NPS, STD, SCH. SA-106-B
SHELL FLANGE: 18" CLASS 150 RFWN, SA-105
INLET/OUTLET FLANGE: 18" CLASS 150 RFSO, SA-105
INLET/OUTLET PIPE: 18" NPS, STD, SCH. SA-106-B
STRAIGHT TEE: 18" NPS, STD, SCH. SA-234-WPB
VESSEL SUPPORTS: SA-516-70
SHELL GASKET: SPIRAL WOUND, 304 SS
SHELL STUD BOLTS: SA-193-B7
SHELL NUTS: SA-194-2H
INSULATION: NONE
PAINT: VENDOR STANDARD GRAY
PROCESS THERMOCOUPLE: (2) ANSI TYPE "K", UNGROUNDED

HEATER DATA
DUTY: 1200 KW, 480 VAC, 3 PH, 60 HZ
PROCESS DATA
MEDIUM: 50/50 PROPYLENE GLYCOL/WATER BY VOL. 4
FLOW RATE: 3300 GPM
INLET TEMP: 17-77°F
OUTLET TEMP: 20-80°F (3°F DELTA T)
OPERATING PRESSURE: 59 PSIG
APPROX. PRESSURE DROP AT FLOW RATE =< 5 PSI
SKID DATA
SKID MATERIAL: CARBON STEEL
SKID PAINT: VENDOR STANDARD GRAY
WEIGHTS
ESTIMATED HEATER WEIGHT: 1100 LB
ESTIMATED VESSEL WEIGHT: 1300 LB
ESTIMATED TOTAL ASSEMBLY WEIGHT: 7,154 LB







AS BUILT

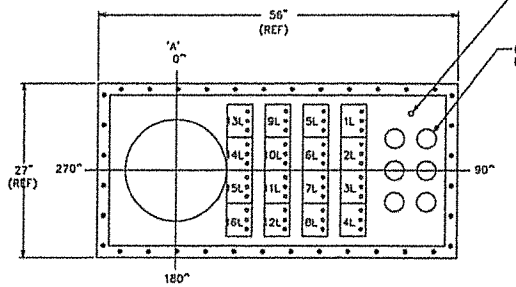
NOTES:
1. 3/8" CHECKER PLATE ON SKID.
2. CHANNEL IS MC6@18#.
3. APPROXIMATE WEIGHT IS 7,154#.
4. ALLOW ADEQUATE WORKING SPACE IN FRONT OF CONTROL PANEL PER APPLICABLE CODES. 3-FT IS RECOMMENDED AS DETAILED IN NEC ARTICLE 110-26.
5. SITE CONDITIONS DICTATED GENERAL ARRANGEMENT.

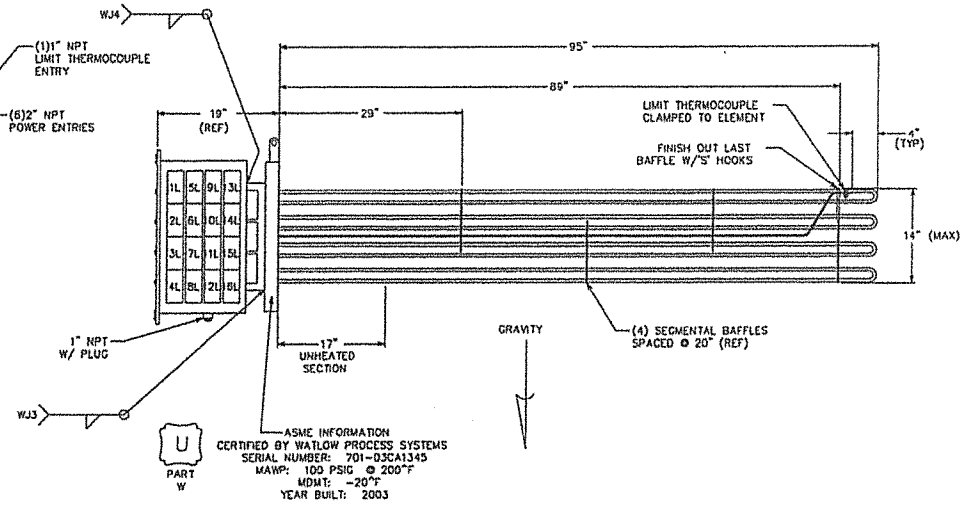
REV	REVISIONS	DATE	BY
4	INCORPORATED COMMENTS TRM#287	01/19/04	FJW
3	AS BUILT	01/08/04	FJW
2	REVISED TOTAL SKID WEIGHT	12/16/03	JAB
1	ADDED CHECKERPLATE & SIZED SKID	11/24/03	FJW

DRAWING NO. 1016816-101 PLAN AND ELEVATION VIEW
TITLE: 1200 KW GLYCOL HEATER SKID
PROJECT: FREEPORT ELECTRIC

REV 4 | SHEET 1 of 1 | DRAWN BY: | JOB NO. | CHECKED BY: | DATE 11/18/2003 | SCALE

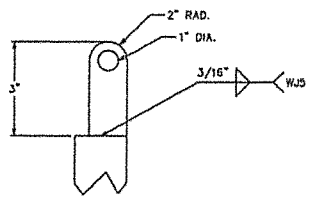
NOTES:
1. FLANGE BOLT HOLES STRADDLE NATURAL CENTERLINES OF HEATER.
2. USE DRILL TEMPLATE 16-STD-96-1, REV. A.
3. ATTACH LIMIT THERMOCOUPLE PER ENGR. STD. 0001, NO. 4.
4. SEE SHEET 3 FOR HEATER WIRING DIAGRAM.



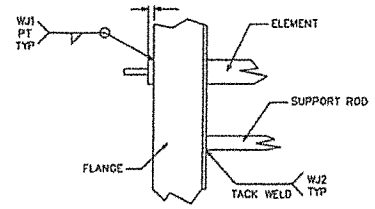


PRODUCT FEATURES

IMMERSION HEATER
MODEL NO: 701-03CA1345
ELECTRICAL DATA
DUTY: 1200 KW, 480 VAC, 3 PH
ELECTRICAL CLASSIFICATION: NON-HAZARDOUS
ELECTRICAL ENCLOSURE: NEMA 4
MAX. ANTICIPATED HOUSING TEMP: AMBIENT
ELECTRICAL CONNECTION(S): (18) 3 PH CKTS., 2/0 AWG MAX.
PROCESS DATA
1 MEDIUM: 50/50 PROPYLENE GLYCOL/WATER - VOLUME
~~NOMINAL FLOW RATE: 3300 GPM~~
OPERATING PRESS: 59 PSIG
INLET TEMP: 17-77°F
OUTLET TEMP: 20-80°F (3° DELTA T)
ESTIMATED SHEATH TEMPERATURE: 106°F
RECOMMENDED SHEATH LIMIT TEMP: 160°F
DESIGN DATA
VESSEL DESIGNED AND MANUFACTURED IN ACCORDANCE WITH ASME SECTION VIII, DIV. 1, 2001 EDITION, 2002 ADDENDA
DESIGN PRESSURE: 100 PSIG
DESIGN TEMP: 200°F
MDMT: -20°F
TEST PRESSURE: 130 PSIG
NDE: PT ELEMENT WELDS
POST WELD HEAT TREAT: NONE
CORROSION ALLOWANCE: 0.0625"
MATERIAL SPECIFICATIONS
TUBESHEET: 16" CLASS 150 RF BLND, SA-516-70 PER ASME B16.5-1996 EXCEPT 27" THK.
HEATING ELEMENTS: ALLOY 800, WELDED
BAFFLES: 304 SS
ELECTRICAL ENCLOSURE: CARBON STEEL
ENCLOSURE HARDWARE: ZINC PLATED
ENCLOSURE PAINT: VENDOR STANDARD GRAY
ELEMENT END SEAL: EPOXY
HEATER SPECIFICATIONS
QTY & SIZE OF ELEMENTS: (96) 0.430" DIAMETER
WATT DENSITY/HEAT FLUX: 60 WPSI
IMMERSED LENGTH (BUNDLE REMOVAL DISTANCE): 95"
LIMIT SENSOR: (2) ANSI TYPE 'K' THERMOCOUPLE
WEIGHTS
ESTIMATED HEATER BUNDLE WEIGHT: 1100 LB



LIFT LUG DETAIL
1/2" PLATE
(SA-516-70)



ELEMENT WELD DETAIL

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES
.XX = ±.01
.XXX = ±.005
ANGLES = ±2°
FRACTIONS = ±1/8"

WATLOW PROCESS SYSTEMS
Wright City, MO USA
Phone 636-745-7375 Fax 636-745-0531

TITLE
1200 KW GLYCOL HEATER
FREEPORT ELECTRIC
HEATER BUNDLE DETAIL DRAWING

AS BUILT

NOTES:

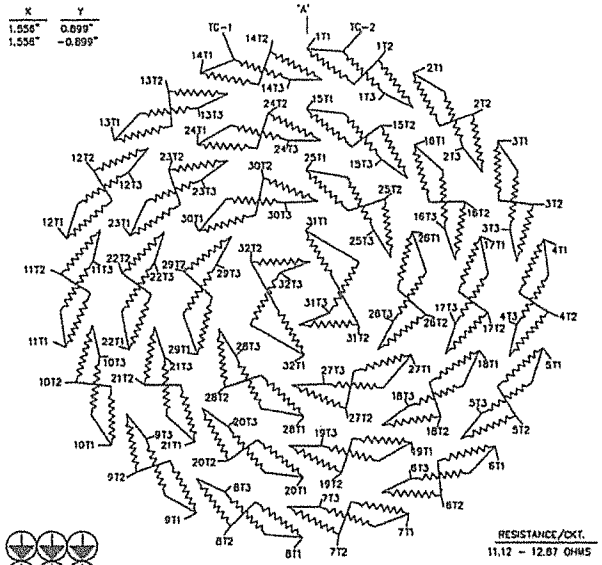
REV	REVISIONS	DATE	BY
1	INCORPORATED COMMENTS TRM#287	01/19/04	JAB
1	ADDED GEC TITLE BLOCK	01/19/04	JAB

DRAWING NO. T0311345- HEATER BUNDLE DETAIL DWG
TITLE: 1200 KW GLYCOL HEATER
PROJECT: FREEPORT ELECTRIC

REV 1
DRAWN BY:
SHEET 2 of
JOB
CHECKED BY:
DATE 01/19/

1" NPT TC HOLES

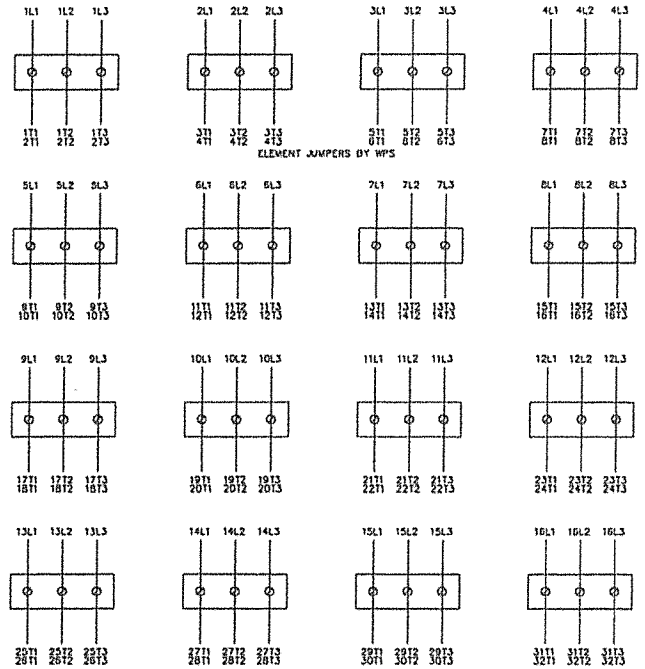
X	Y
1.556"	0.899"
1.556"	-0.899"



RESISTANCE/CKT.
11.12 - 12.87 OHMS

ELEMENT WIRING DIAGRAM

CUSTOMER 480 VAC INCOMING POWER



RESISTANCE Ø BLOCK
5.56 - 6.44 OHMS

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES:
.XX = ±.01
.XXX = ±.005
ANGLES = ±1°
FRACTIONS = ±1/16"

WATLOW PROCESS SYSTEMS
Wright City, MO USA
Phone 636-745-7375 Fax 636-745-9537

TITLE
1200 KW GLYCOL HEATER SKID
FREEPORT ELECTRIC
HEATER WIRING DIAGRAM

AS BUILT

NOTES:

REV	REVISIONS	DATE	BY
1	INCORPORATED COMMENTS TRM#287	01/19/04	JAB
1	ADDED GEC TITLE BLOCK	01/19/04	JAB

DRAWING NO.
T0311345 - HEATER WIRING DIAGRAM
TITLE: 1200 KW GLYCOL HEATER
PROJECT: FREEPORT ELECTRIC

REV 1
DRAWN BY
CHECKED BY:
SHEET 3 o
JOB
DA 01/19

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Inc. Village of Freeport

Allston Livingston, Superintendent of Electric
46 North Ocean Ave
Freeport NY 11520

Schedule Year	2023 through 2024
Date Requested	10/10/2023
PRC#	2023012137

Location	289 Buffalo Avenue
Project ID#	23-11-ELEC-678
Project Type	Replace an existing 1200 kW heating bundle that is used to heat turbine inlet air

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: TBD Date Cancelled: _____

Name & Title of Representative: James Wierner, President

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Inc. Village of Freeport

Allston Livingston, Superintendent of Electric
46 North Ocean Ave
Freeport NY 11520

Schedule Year 2023 through 2024
Date Requested 10/10/2023
PRC# 2023012137

Location 289 Buffalo Avenue
Project ID# 23-11-ELEC-678
Project Type Replace an existing 1200 kW heating bundle that is used to heat turbine inlet air

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: 11-2652123

Name: James Woerner Inc

Address: 130 allen Blvd

City: Farmingdale State: NY Zip: 11735

Amount of Contract: $158,178.00

Approximate Starting Date: TBD / /

Approximate Completion Date: TBD / /

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [X] (03) Electrical
- [X] (04) Plumbing
- [ ] (05) Other :

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. | Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty** — First offense: Up to $2,500 per employee

  Subsequent offense(s): Up to $5,000 per employee

- **Criminal Penalty** — First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.

  Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2023

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

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

PRODUCER
AssuredPartners Northeast, LLC.
100 Baylis Road
Suite 300
Melville NY 11747

CONTACT NAME: Kym O'Gara
PHONE (A/C, No, Ext): (631) 465-4000 FAX (A/C, No): (631) 465-4005
E-MAIL ADDRESS: kym.ogara@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Insurance Co.	12203
INSURER B : Ohio Security Insurance Company	24082
INSURER C : Travelers Excess & Surplus Lines Co	29696
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
James Woerner Inc.
130 Allen Blvd
Farmingdale NY 11735

COVERAGES **CERTIFICATE NUMBER:** CL236910417 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] Blnkt AI WOS PNC GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			00054837-11	06/01/2023	06/01/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAW58632157	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			00131825-1	06/01/2023	06/01/2024	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
							Follow Form x PPA	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Excess Liability over 00131825-1			3T555811-23-NF	06/01/2023	06/01/2024	Follow Form x PPA Each Occurrence Aggregate	 4,000,000 4,000,000

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

The certificate holder and / or following are included as additional insureds if required by written contract, subject to the terms and conditions of stated policies: Inc Village of Freeport.
General Liability, Auto Liability Coverage apply on a primary and non-contributory basis with a Waiver of subrogation in favor of the Additional Insureds.

CERTIFICATE HOLDER

Inc Village of Freeport
46 North Ocean Ave.
Freeport NY 11520

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMON CONDITIONS AND DEFINITIONS

These Common Conditions and Definitions apply to each Coverage Part in addition to the specific terms, conditions and definitions sent forth in the Coverage Part. If any provision in these Common Conditions and Definitions is inconsistent or in conflict with the terms, conditions and definitions of any Coverage Part, the conditions and definitions of such Coverage Part shall, for the purposes of coverage, supersede any condition and definition provided herein.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as Named Insured under this Policy. The words "we", "us" or "our" refer to the company providing this insurance. Other words and phrases that appear in quotations (" ") have special meaning. Refer to the DEFINITIONS.

SECTION I - COMMON CONDITIONS

1. Aggregation of Limits

The EACH OCCURRENCE OR LOSS LIMIT OF LIABILITY shown in the LIMITS OF INSURANCE on the Declaration applies separately to each Coverage Part made a part of this Policy. However, the total of all combined damages and "losses" covered by this Policy cannot exceed the POLICY AGGREGATE LIMIT OF LIABILITY stated in the LIMITS OF INSURANCE on the Declarations.

2. Assignment

Assignment of any interest by any "insured" under this Policy shall not bind us without our written consent.

3. Arbitration

Should we and the "insured" disagree as to the rights and obligations owed by us under this Policy, including the effect of any applicable statutes or common law upon the contractual obligations otherwise owed, either party may make a written demand that the dispute be subject to binding arbitration.

When such a request is made, The American Arbitration Association shall be used, with each party selecting an arbitrator from the list of qualified arbitrators for insurance coverage disputes provided by that Association. The two chosen arbitrators shall select a third arbitrator from the same list; if they cannot agree to a selection. The American Arbitration Association shall make the selection for them. Each party shall bear the cost of its arbitrator and share equally the costs of the third arbitrator and of the arbitration process. A decision agreed to by two of the arbitrators will be binding.

In the event you prevail in the arbitration and we offer you arbitration costs and reasonable attorney fees incurred in connection therewith, in addition to the disputed contract benefit, you shall have no right to sue us for breach of implied covenants, unreasonable withholding of contract benefits, or any form of consequential damages or extra-contractual relief.

To the extent that we prevail in the arbitration, the arbitrators may award us any expenses and/or damages incurred or paid under reservation of rights in excess of our contract obligations as determined by the arbitrators.

4. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us our obligations under the coverage parts included in this policy. Bankruptcy or insolvency will not, however, relieve the "insured" of any duties set forth in paragraph 5 below, and both your failure to comply with these duties will be deemed a material breach of the Policy.

5. **Duties In The Event of Occurrence, Pollution Condition, Offense, Claim, Suit or Wrongful Act**

   a. You must see to it that we are notified as soon as practicable of an "occurrence", "pollution condition", "wrongful act" or an offense which may result in a "claim". To the extent possible, notice should include:

      i. How, when and where the "occurrence", "pollution condition", "wrongful act" or offense took place;

      ii. The names and addresses of any injured persons and witnesses; and

      iii. The nature and location of any injury or damage arising out of the "occurrence", "pollution condition", "wrongful act" or offense.

   b. You and any other involved "insured" must:

      i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit"; and

      ii. Authorize us to obtain records and other information; and

      iii. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

      iv. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the "insured" because of injury or damage to which this insurance may also apply.

   c. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation, enter into any settlement, or incur any expense, other than for first aid, without our consent. Notwithstanding the foregoing, an "insured" may take such "emergency action" as reasonably necessary to prevent or mitigate further "loss" or damages, provided the "insured" provides notice to us with ninety-six (96) hours after first actions to prevent or mitigate the "loss" or damages commence. In the event of any oral notice, the "insured" agrees to furnish a written report to us as soon as practicable.

   d. All "insureds" shall cooperate with the Company and upon the Company's request shall submit to examination by representative of the Company, under oath if required, shall preserve and produce records, attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of "suits", as well as in the investigation and/or defense, all without charge to the Company. The "insured" shall further cooperate with the Company and do whatever is necessary to secure and enforce any rights of indemnity, contribution or apportionment which the "insured" may have or any subrogation rights that the Company may have.

   e. If you misrepresent any information concerning a "claim" that prejudices our rights under this Policy or compromises defenses otherwise afforded to you, we have the right to deny coverage under this Policy.

6. **First Named Insured as Sole Agent**

   The "first named insured" shall act on behalf of all "insureds" with respect to completing the Application for the insurance, including representing the truth and completeness of all information as required including providing notice of "occurrence", "claim", "pollution condition", "products pollution condition", offense, "suit", or "wrongful act", giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, agreeing to any changes in this Policy, and electing whether or not to purchase, under any Coverage Part for which an option of an extended reporting period is available.

7. **Inspections**

The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the "insured's" property or operations at any time. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the "insured" or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.

8. **In The Event of Cancellation or Non-Renewal**

   a. The "first named insured" shown on the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

   b. We may cancel this Policy by mailing or delivering to the "first named insured" written notice of cancellation at least:

      i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

      ii. 30 days before the effective date of cancellation if we cancel for any other reason.

   c. Any cancellation due to non-payment of premium will be considered as a request to cancel by the "first named insured".

   d. We will mail or deliver our notice to the "first named insured's" last mailing address known to us.

   e. Notice of cancellation will state the effective date of cancellation. The "policy period" will end on that date.

   f. If this policy is cancelled, we will send the "first named insured" any premium refund due.

      i. If we cancel, the refund will be pro rata.

      ii. If the "first named insured" cancels, the refund may be less than pro rata.

      The cancellation will be effective even if we have not made or offered a refund.

   g. If we decide not to renew any Coverage Part, we will mail or deliver to the "first named insured" shown in the Declarations written notice of the non-renewal in compliance with the applicable state laws.

   h. If notice is mailed, proof of mailing will be sufficient proof of notice.

9. **Legal Action Against Us**

   No person or organization has a right under this Policy:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or

   b. To sue us on these Coverage Parts unless all of the Policy terms have been fully complied with by the" insured."

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under the terms of these Coverage Parts or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured", and the claimant or the claimant's legal representative.

10. **Multiple Coverage Parts – Deductible or Self-Insured Retention**

    In the event that more than one coverage part applies to the same "occurrence", "claim" or "wrongful act", only one deductible or Self-Insured Retention Amount shall apply. The Deductible or Self-Insured Retention shall be the highest Deductible or Self-Insured Retention applicable to the covered "occurrence", "claim" or "wrongful act".

11. Other Insurance

If other insurance is available to the "insured" for a loss we cover under one of these Coverage Parts, our obligations are limited as follows:

Any coverage provided by these Coverage Parts shall be excess over any other insurance available whether a Self-Insured Retention, primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis.

When this insurance is excess over other insurance:

a. We will have no duty to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers and the "insured" shall cooperate with us in securing and enforcing those rights.

b. We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   i. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   ii. The total of all Deductible and Self-Insured Amounts under all that other insurance.

If, however, the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

12. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request. We have the right, but not the obligation, to conduct a physical audit of records needed for premium computation after the expiration of this Policy.

d. Your refusal to maintain or provide needed records, or to allow us to conduct a physical audit of needed records, will result in our developing and calculating a final audit premium based on information available to us and without your cooperation. If final premium audits calculated without your cooperation result in additional premium, you are obligated to pay such additional premium.

e. Earned premium that has been invoiced by the Company and has not been paid, and subsequently becomes past due, will be subject to an interest rate charge on the unpaid earned premium due. Interest will be calculated daily at a simple rate of 9% per annum, applied to the unpaid balance due, from the past due date until full payment is received by the Company.

f. Failure to pay any additional premium due resulting from a Premium Audit when due may result in the cancellation of any additional or subsequent policy in effect with the Company, at our sole discretion.

g. Any additional or subsequent policy in effect after the term of this policy with the Company shall be subject to adjustment of its rating base based on the Premium Audit, at our sole discretion.

13. Representations

By accepting this Policy, you agree that:

a. The statements in the Declarations, any applications, any other supplemental materials and information and amendments to these Coverage Parts during the "policy period" are accurate and complete; and

b. The applications, any other supplemental materials, information and amendments you made to us are deemed material; and

c. We have issued this Policy in reliance upon your representations made in the application, any other supplemental materials and information.

14. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in Policy to the "first named insured", this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each "insured" against whom "claim" is made or "suit" is brought.

15. Service of Suit

It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder this Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such "suit" may be made upon the Company's president, or his nominee, at the address shown on the Declarations page of this Policy, and that in any "suit" instituted against any one of them upon this Policy, this Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of this Company in any such "suit" and or upon the request of the "insured" to give a written undertaking to the "insured" that it or they will enter a general appearance upon this Company's behalf in the event such "suit" shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, this Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of the "insured" or any beneficiary hereunder arising out of this contract of insurance, and hereby designated the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

16. Transfer of Rights of Recovery Against Others to Us

If the "insured" has rights to recover all or part of any payment we have made under any Coverage Part, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.

The Company agrees to waive any right of recovery against any person or organization, when required by written contract executed prior to a "responsible person" first becoming aware of any "bodily injury", "property damage", "environmental damage", "cleanup costs", "mitigation expense", or "wrongful act".

SECTION II - COMMON DEFINITIONS

The terms listed below may not appear in any Coverage Part that is made a part of this Policy, thereby making the definition inapplicable.

Additionally, there may be definitions that do not appear below, but are included in a Coverage Part made a part of this Policy. In such event, the definition provided in the Coverage Part shall apply.
If any definition listed below is inconsistent or in conflict with the definition included in any Coverage Part made a part of this Policy, the definition of such Coverage Part shall, for the purposes of that coverage, supersede any definition provided herein.

"Additional named insured" means any person, organization, or entity identified as an "additional named insured" in an endorsement issued by us, but solely for their liability as specified in such endorsement.

"Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

"Bodily injury" means:

a. Bodily injury, sickness, disease, or building-related illness sustained by any person, including death resulting therefrom, and

b. Mental anguish, emotional distress, or shock, resulting from a physical injury caused by a "pollution condition".

"Claim" shall have the meaning set forth in the applicable Coverage Part.

"Clean-up costs" means reasonable and necessary expenses incurred as a result of a "claim" to investigate, remove, dispose of, abate, contain, treat, or neutralize a "pollution condition", including any monitoring and testing cost:

a. To the extent required by "environmental laws", including state voluntary cleanup or risk based corrective action guidance, governing the liability or responsibilities of the "insured", or

b. In the absence of items in (a), above, to the extent recommended in writing by an "environmental professional".

With respect to a "pollution condition", "clean-up costs" includes "replacement costs" and fees and expenses associated with an "environmental professional".

"Emergency actions" means urgent intervention taken to mitigate threats to life, property and or the environment.

"Employee" includes a "leased worker" or a "temporary worker".

"Environmental damage" means adulteration of soil, surface water, groundwater or other media arising from a "pollution condition" and resulting in "clean-up cost". "Environmental damage" does not include "property damage".

"Environmental laws" means any federal, state, provincial, municipal or other local laws, but not limited to, statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary cleanup or risk based action guidance, and governmental, judicial or administrative orders and directives, that are applicable to a "pollution condition".

"Environmental professional" means an individual designated by us who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both. We shall consult with the "insured" in conjunction with the "environmental professional". We may require that such professional meet certain minimum qualifications and maintain errors and omissions insurance.

"First named insured" means the first person or first entity stated in the Declarations.

"Insured" shall have the meaning set forth in the applicable Coverage Part.

"Leased Worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Legal Expense" means attorneys' fees and other charges and expenses incurred in the defense or settlement of any "claim" for "loss". "Legal expense" includes the fees and expenses of consultants, expert witnesses, accountants, court reporters, and other vendors, for goods or services in connection with such defense, or settlement. "Legal expense" also includes all court costs taxed against the "insured" in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured". "Legal expense" does not include the time and expense incurred by the "insured" in assisting in the investigation or resolution of a "claim", including but not limited to the costs of the "insured's" in-house counsel or consultant.

"Loss" means:

a. Compensatory damages, including those for "bodily injury", "property damage", "environmental damage", "clean-up costs", or "mitigation expense", and

b. Punitive, exemplary or multiplied damages, civil fines, penalties and assessments based upon or arising out of a., above, where insurable by law.

"Mitigation Expense" means, reasonable, necessary, and customary business expenses paid by the "insured" during "emergency actions" to minimize damage resulting from a "pollution condition" that may result in a "claim".

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not; maintained primarily to provide mobility to permanently mounted:

   i. Power cranes, shovels, loaders, diggers or drills; or

   ii. Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

   i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

   ii. Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "automobiles":

   i. Equipment designed primarily for:

      a) Snow removal;

      b) Road maintenance, but not construction or resurfacing; or

      c) Street cleaning;

   ii. Cherry pickers and similar devices mounted on "automobile" or truck chassis and used to raise or lower workers; and

   iii. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

"Mold matter" means mold, mildew or any type or form of fungus; including any mycotoxins, spores, or byproducts produced or released by fungi.

"Natural resources" means land, fish, wildlife, biota, air, surface water, ground water, drinking water supplies and other such resources belonging to, managed by, held in trust by, pertaining to, or otherwise controlled by the United States, any state or local government, any foreign government, any Native American tribe, or if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful condition.

"Policy period" means the period stated in the Declarations. However, if this Policy is cancelled, by either the "first named insured" or us, the "policy period" ends at the effective date and time of the cancellation.

"Pollutants" means any acoustic, solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste or "runoff". Waste includes, but is not limited to, industrial, governmental, municipal, and household waste, biological infectants and contaminants, radiation, construction material waste and medical waste.

"Pollution condition" shall have the meaning set forth in any applicable Coverage Part.

"Products pollution condition" shall have the meaning set forth in the applicable Coverage Part.

"Professional services" means any professional services stated in the Declarations, or otherwise scheduled as such onto this Policy in an endorsement issued by us, performed by or on behalf of the "insured".

"Property damage" means:

With regard to "natural resources":

a. Adulteration or destruction of "natural resources", but not diminution in value.

With regard to tangible property:

b. Physical damage to or destruction of tangible property, including all resulting loss of use, and

c. Diminution in value of that property, and

d. For other tangible property that is not physically damaged or destroyed, loss of use only.

"Property damage" does not include "mitigation expense", "clean-up cost" or "environmental damage".

"Replacement costs" means costs incurred by the "insured" with our written consent, to repair, restore or replace real or personal property that was damaged in the course of incurring reasonable and necessary "clean-up costs". We will repair, restore or replace (at our sole discretion) the damaged real or personal property to the condition it was in prior to being damaged.

"Responsible Person" means any officer, director, or partner of the "insured", or the manager, foreman, supervisor, or any other "employee" of the "insured" responsible for environmental or health and safety affairs, control or compliance, or any manager of a "covered location".

"Runoff" means the draining away of water including substances picked up and moved by water from the surface of an area of land or man-made object or structure.

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "environmental damage", "clean-up costs", "wrongful act" or "mitigation expense", to which this insurance applies is alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

"Underground storage tank system" means any container or vessel, including the associated piping connected thereto, which is ten percent (10%) or more beneath the surface of the ground.

"Wrongful Act" means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty in the performing of or failure to perform "professional services".

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless signed by duly authorized representatives of this Company.

VICE PRESIDENT ***PRESIDENT***

Policy Number: 00054837-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

☐ All Coverage Parts or
☒ Only the following checked Coverage Part(s)

☒	COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
N/A	COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
N/A	COVERAGE PART C - PROFESSIONAL LIABILITY
N/A	COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
N/A	COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
N/A	COVERAGE PART F - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **$5,000,000** for all claims under this Policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy Number: 00054837-11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
As required by written contract or written agreement executed prior to any claim or "suit"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

☐ All Coverage Parts or
☒ Only the following checked Coverage Part(s)

☒ COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY – LIMITED
N/A COVERAGE PART C - PROFESSIONAL LIABILITY
N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
☐ COVERAGE PART F - PRODUCTS/COMPLETED OPERATIONS LIABILITY
N/A COVERAGE PART G - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

SECTION II – Who Is An Insured is amended to include as an additional insured any person or organization you are required to include as an additional insured on this Policy by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or, "property damage" but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf.

Liability for the above acts or omissions includes the liability you are required to assume in a written contract or written agreement with an additional insured that is specifically related to "your work", provided that assumption of the additional insured's liability is permitted by law.

The insurance provided to the additional insured(s) under this endorsement is limited as follows:

1. In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations.

2. Any coverage provided by this endorsement to an additional insured(s) shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

3. With respect to the insurance afforded to the additional insured(s), the following additional exclusions apply:

   This insurance does not apply to "bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, (other than service, maintenance or repairs) on the project to be performed by

or on behalf of the additional insured(s) at the location of the covered operations, has been completed; or

b. That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;

provided that item 3.a. and 3.b. above shall not apply if such coverage is required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK - BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS:**

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

(1) Is a partnership or joint venture; or

(2) Is an "insured" under any other automobile policy except a policy written specificall y to apply in excess of this policy; or

(3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY WRITTEN CONTRACT, WRITTEN AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 22, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

e. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

The insurance provided under this provision is excess over any other collectible insurance, either from another insurance policy or from the collision damage waiver of a credit card.

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing,** is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $75 per disablement.

b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

If CA 85 50, Towing - Commercial Autos, is attached to this policy, the limits indicated in CA 85 50 replace the limits indicated in this provision.

The insurance provided under this provision is excess over any other collectible insurance.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended to provide a limit of $50 per day and a maximum limit of $1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension.**

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B.**

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,** we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

12. PERSONAL EFFECTS COVERAGE

A. **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage,** is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. **SECTION V - DEFINITIONS** is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The $100 deductible will apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. Legally parked; and

b. Unoccupied.

This provision will only apply if the covered "auto", of the type described above, was in the charge of, being used by, or in the possession of, and "insured" at the time it was legally parked and left unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of, being used by, or in the possession of, any person or organization engaged in the business of selling, servicing, repairing, parking or storing "autos", at the time it was legally parked and left unoccupied.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE,** if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible:**

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible , it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us,** is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory,** is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

22. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

23. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS,** Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMERCIAL EXCESS LIABILITY POLICY

PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy and any underlying insurance(s) carefully to determine rights, duties and what is covered and not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "underlying insurance". The words "we" and "us" refer to the COMPANY shown in the DECLARATIONS. Other words and phrases that appear in quotation marks or bold print have special meanings. Refer to the Definitions – Section V.

SECTION I – EXCESS LIABILITY INSURANCE

INSURING AGREEMENT:

We will pay those sums in excess of the scheduled "underlying insurance(s)" that you become legally obligated to pay as damages because of injury or property damage to which this insurance applies, provided that the damages would be covered by the scheduled "underlying insurance(s)", or would apply but for the exhaustion of the applicable Limits of Insurance.

This policy shall follow the terms, definitions, conditions and exclusions of the scheduled "underlying insurance(s)", subject to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this policy. If any provisions of the scheduled "underlying insurance(s)" conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not in any event provide broader coverage than those provided by the scheduled "underlying insurance(s)".

The amount we will pay for damages shall not exceed the Limits of Insurance shown in the Declarations.

SECTION II – LIMITS OF INSURANCE

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the Company's liability is limited as follows:

1. The Limits of Insurance under this policy apply only when the total applicable limits of the scheduled "underlying insurance(s)" have been exhausted by the payment of claims for damages.

2. The Limit of Insurance shown in the Declarations as Each Occurrence is the most we will pay for damages because of bodily injury, property damage, personal and advertising injury arising out of any one occurrence or offense.

3. The Limit of Insurance shown in the Declarations as the Annual Aggregate is the most we will pay for all damages.

POLICY NUMBER: EX-3T555811-23-NF

EXCESS (FOLLOWING FORM)
ISSUE DATE: 06/13/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE – DESIGNATED PERSONS OR ORGANIZATIONS FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT TO PROVIDE INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS

Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT TO INCLUDE AS AN ADDITIONAL INSURED ON THIS POLICY PROVIDED THAT SUCH WRITTEN CONTRACT: 1. WAS SIGNED AND EXECUTED BY YOU BEFORE, AND IS IN EFFECT WHEN, THE DAMAGES OCCUR; AND 2. SPECIFICALLY REQUIRES THAT THE INSURANCE PROVIDED BY THIS POLICY FOR THAT PERSON OR ORGANIZATION APPLY ON A PRIMARY BASIS OR A PRIMARY AND NON-CONTRIBUTORY BASIS.

Project or Location:

ANY PROJECT TO WHICH SUCH WRITTEN CONTRACT DESCRIBED IN THE NAME OF PERSON(S) OR ORGANIZATION(S) SECTION OF THIS SCHEDULE APPLIES.

PROVISIONS

The following is added to Paragraph **10., OTHER INSURANCE.**, of **SECTION IV – CONDITIONS.**: However, for any person or organization shown in the Schedule Of Designated Persons Or Organizations that qualifies as an insured under **SECTION II – WHO IS AN INSURED** for the project or location shown in that schedule, if the written contract in which you have agreed to provide insurance for that person or organization specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, his insurance will apply as if other insurance available to that person or organization under which that person or organization qualifies as a named insured does not exist, and we will not share with that other insurance. But this insurance still is excess over any valid and collectible other insurance, whether such insurance is stated to be primary, contributing, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF RIGHTS OF RECOVERY FROM OTHERS

This endorsement modifies insurance provided under the following:

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

The following is added to Paragraph **11., OUR RIGHT TO RECOVERY FROM OTHERS**, in **SECTION IV - CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the signing of that contract or agreement by such insured.

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 18, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: RFP #23-12-ELEC-679
Furnishing of Electrical Engineering Services to Freeport Electric

---

By the due date, December 15, 2023, the Electric Department received three responses to its advertisement. David A. Yigdal, P.E., submitted the lowest responsive and responsible proposal.

Proposer	Cost Per Hour	Hours Per Year	Total Amount per Year
David A. Yigdal, P.E. Consulting Engineer 158 Shady Lane Westbury, NY 11590	$105.00	1080	Not to Exceed $113,400.00
Lizardos Engineering Associates 200 Old Country Road, Ste. #670 Mineola, NY 11501	$250.00	1080	$270,000.00
RRT Sigma Engineering 3 Huntington Quadrangle, Ste #204S Melville, NY 11747	$310.00	1080	$334,800.00

Mr. Yigdal was awarded the engineering services contract for the March 1, 2023 to February 29, 2024 period at a rate of $100.00/hr. The rate for March 1, 2024 to February 28, 2025 is $105.00/hr.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that RFP #23-12-ELEC-679 – Furnishing of Electrical Engineering Services to Freeport Electric be awarded to the lowest responsive and responsible proposer meeting specifications, David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, NY 11590 for the cost of $105.00/hr., not to exceed $113,400.00 for a term running from March 1, 2024 to February 28, 2025. The cost of these services shall be charged to various accounts including WO #2409 (Microgrid) (E110000 – Construction Work in Progress).

Al Livingston Jr.
Superintendent of Electric Utilities

Approved as to form

Deputy Village Attorney

AL:db

Attachment

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

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

WHEREAS, on November 13, 2023, the Board authorized the Village Clerk to advertise a Notice of Request for Proposals for the "Furnishing of Electrical Engineering Services to Freeport Electric", RFP #23-12-ELEC-679; and

WHEREAS, by the due date, December 15, 2023, the Electric Department received three (3) responses to its advertisement; and

WHEREAS, the lowest responsive and responsible proposal was submitted by David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, New York 11590, for the cost of $105.00/hr., not to exceed $113,400.00; for a term running from March 1, 2024 to February 28, 2025; and

WHEREAS, Mr. Yigdal was awarded the engineering services contract for the March 1, 2023 to February 29, 2024 period at a rate of $100.00/hr.; the rate for March 1, 2024 to February 28, 2025 is $105.00/hr.; and

WHEREAS, the cost of these services shall be charged to various accounts including WO #2409 (Microgrid) (E110000 – Construction Work in Progress); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the Furnishing of Electrical Engineering Services to Freeport Electric, RFP #23-12-ELEC-679, to David A. Yigdal, P.E., Consulting Engineer, 158 Shady Lane, Westbury, New York 11590, for the cost of $105.00/hr., not to exceed $113,400.00; for a term running from March 1, 2024 to February 28, 2025.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities November 15, 2023

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, the Superintendent of Electric Utilities is requesting to advertise a Notice of Request for Proposals for the "Furnishing of Electrical Engineering Services to Freeport Electric", RFP #23-12-ELEC-679; and

WHEREAS, these services are needed to participate with Freeport Electric in the development of the following projects: Renewable Energy Projects, Village of Freeport Microgrid – Next Phase Expansion, and various overhead, underground, and fiber optics upgrades; and

WHEREAS, the specifications cover services for a period of one (1) year with an option at the Village's discretion to extend the term for up to one (1) additional year; and

WHEREAS, the cost of these services shall be charged to various accounts including WO #2409 (Microgrid); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice of Request for Proposals for the "Furnishing of Electrical Engineering Services to Freeport Electric", RFP #23-12-ELEC-679, in the Freeport Herald and other relevant publications on November 16, 2023, with the specifications available from November 20, 2023, to December 15, 2023, with a return date of December 15, 2023.

The Clerk polled the Board as follows:

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

cc:

X Auditor	X Electric Utilities	X Registrar
X Assessor	X Fire Dept.	X Rec. Center
X Attorney	X File	X Treasurer
X Bldg. Dept.	X Personnel	X Dep. Treasurer

COPY

Furnishing of Electrical Engineering Services to Freeport Electric

RFP #23-12-ELEC-679 Technical Proposal

David A Yigdal, PE - Consulting Engineer

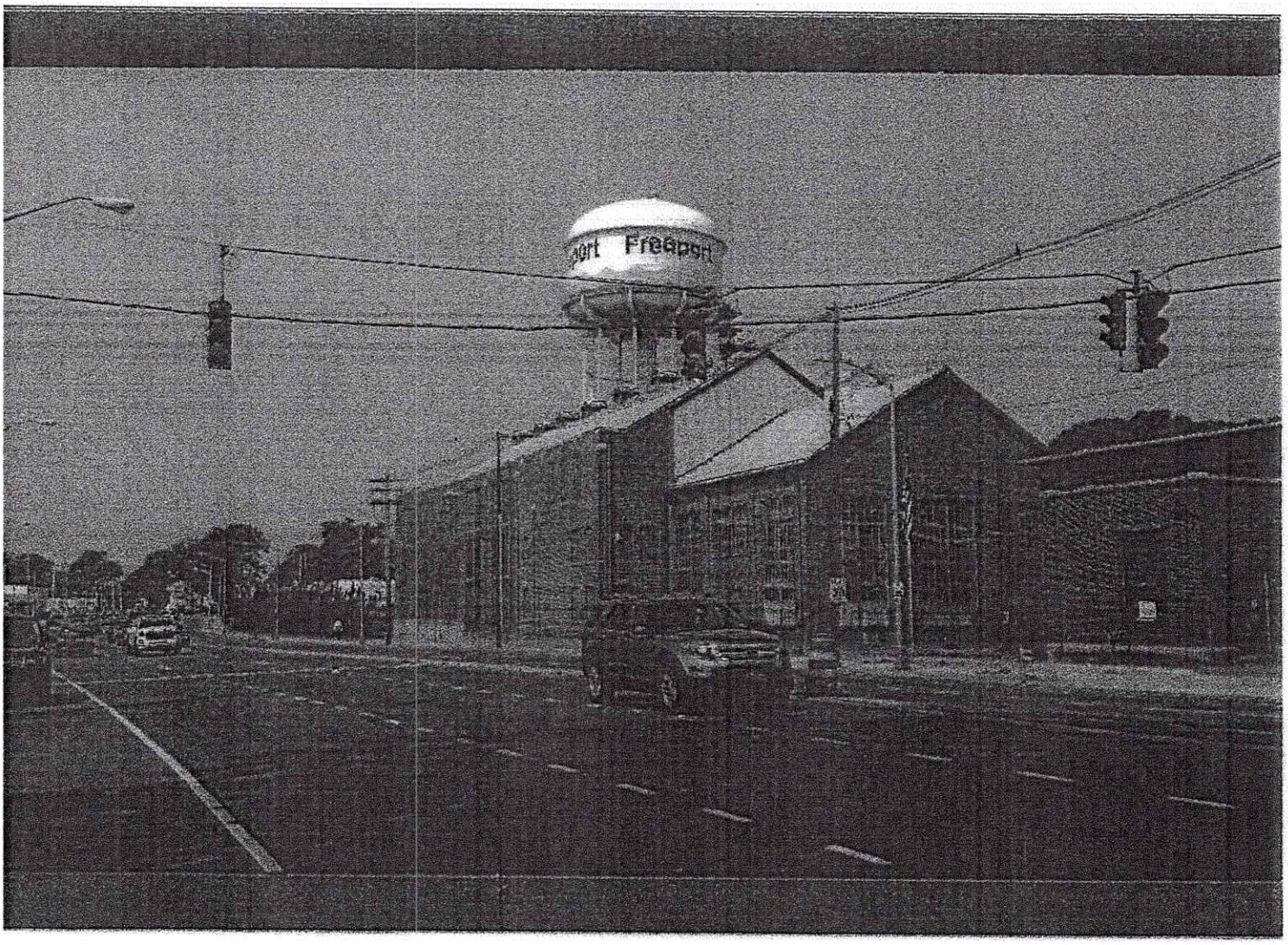


TABLE OF CONTENTS

David A. Yigdal, PE

158 Shady Lane Westbury, NY 11590 516-642-4119 davigdal@gmail.com

December 10, 2023

Ms. Kim Weltner
Purchasing Agent
Inc. Village of Freeport
46 N. Ocean Ave.
Freeport, NY 11520

Re: Furnishing of Electrical Engineering Services to Freeport Electric
RFP #23-12-ELEC-679

Dear Ms. Weltner:

I am pleased to submit this proposal to provide professional engineering services to Freeport Electric as requested in RFP #23-12-ELEC-679.

Please review the attached documents outlining the nature and extent of my engineering all facets of generation, substation, transmission, and distribution projects. My experience was attained through a diverse career as engineer, supervisor, manager, and electrical consultant on a multitude of projects all over Long Island. With over 50+ years of combined experience at LILCO/Keyspan and Freeport Electric, I have the knowledge base, skills, and experience to provide excellent electrical engineering services required by the Village of Freeport.

I have enclosed one original and one copy of my proposal for your review and evaluation. Should you require further information, please contact me at 516-642-4119 or e-mail me at davigdal@gmail.com

Very Truly Yours,

David A. Yigdal

David A. Yigdal, PE

SERVICE OVERVIEW;

Within a 35 year career at LILCO/Keyspan, and an additional 23 years as an Engineering Consultant to Freeport Electric, I bring a wealth of experience in many differing areas of utility centric electrical engineering. In 1971, I received my P.E. license in N.Y.

This includes all aspects of planning, specifying, designing, testing, and service implementation for High Voltage Equipment (4kv thru 138kv) including Air Circuit Switches, SF6 and Vacuum Breakers, Cable and Conduit Systems, Power Plant and Distribution Substations, SCADA controls, Fiber Optic Telecommunications, Protective Relaying, and all other ancillary devices.

My goal is to always achieve the finest possible outcome for the client by incorporating innovative solutions that accomplish two goals.

Provide maximum safety to construction and operating personnel, and the general public.
Establish an optimal design at minimum cost.

Please refer to Relevant Experience for additional details of my many accomplishments.

Contact Information:

Authorized Person:
David A Yigdal
158 Shady Lane
Westbury, NY 11590

davigdal@gmail.com
516-642-4119

RELEVANT EXPERIENCE AND QUALIFICATIONS

Over a 55+ year successful career, I have been involved in projects ranging from 480 Volts through and including 138Kv.

Beginning a 13 year career in Utility Distribution, I was involved with 13.2 Kv overhead and underground designs for radial, loop feed, automatic throw-over, and both spot and area network installations. This includes development of automation devices utilizing PLC and similar type systems, SCADA controls via hardwire and radio telecommunications, and design of circuits similar in operation and function of today's "Microgrid" configurations.

Subsequently for the next 9 years, I held the position supervising a team of engineers that designed Control and Protection (C&P) of transmission, substation, and generation facilities across Long Island. During this tenure, I directed and participated in detailed engineering for relaying new transmission lines for the Shoreham Nuclear Plant, 100 Mw Brookhaven Gas Turbines, Northport Power Plant Substation, Montauk diesel generator refurbishment, and relay improvements to the Holtsville 500 MVA gas turbines. In addition, my team prepared engineering for more than a dozen 138 Kv to 13 Kv substation C&P projects adding new transformer banks, HV breakers, 13kv Switchgear, and additional cable exit feeders.

In 1981, I was the "Hardware" procurement engineer/manager responsible for the complete refurbishment of the LILCO System Operations Headquarters in Hicksville, NY that replaced a vintage IBM computer system having limited operator capability with the first completely integrated state-of-the-art "Quad" system manufactured by Control Data Corporation. This $8,000,000 project consisted of preparing plans, design of the integrated control systems, and preparing detailed specifications and drawings for procurement of equipment. It involved replacing obsolete hard wired SCADA with first generation solid state (and later microprocessor) remote terminal units (RTU), installing new analog metering for tracking power plant Mw, providing new triple CRT work stations in the Operations room, and modernizing the existing electrified "map board" with a modern digital control system.

In addition, my team was tasked with simultaneously modernizing the LILCO gas Operations Control Room with a computer driven map board that eliminated obsolete electro mechanical telemetry equipment. At this time, my team and I began the replacement of substation electromechanical SCADA by adding the first generation totally microprocessor controlled RTU's manufactured by Systems Northwest at a dozen substations. (In future years, this number of microprocessor substation RTU's would grow to more than 175 units installed.)

I was selected as Manager of the Substation Division of Electrical Engineering Dep't in 1986 and planned and organized budgeting, planning, specification preparation, and procurement for the upgrading of several existing substations with additional

transformer banks, and HV equipment. The group, at that time, also prepared specifications for 138kv pipe type cable, and were involved in new overhead transmission line designs for the Shoreham transmission network and repair specifications for the existing 7 Northport-Norwalk cables that were damaged by large ships dragging anchor in Long Island Sound.

In 1989 I was appointed as Manager of Transmission and Distribution and was charged with directing all aspects of design and procurement for T&D and managing a large group of designers working with early versions of AutoCad software. This position provided me the means for the three groups to work collaboratively on all mutual projects resulting in more effectively reaching budget targets within established time lines. My organization successfully designed and collaborated with Con Ed. to engineer and install the Y49 Sprainbrook to East Garden City 345 KV line and substation enhancements at the LILCO end. Budget management for these organizations averaged more than $25 million per year.

Later, in 1991, I was appointed Manager of Plant Electrical Engineering, System Control and Protection, and Engineering Design Divisions charged with providing to planning, procurement, and the management of all aspects of electrical design for these areas of responsibility. This included analysis, construction cost estimating, budget and record keeping, failure investigations, working with outside consultants, and providing training where needed. I managed budgets in the order of greater than $25 million annually.

Between 1993 and 2000 I was selected to a corporate position where I managed teams of personnel seeking ways to improve the way work was completed in an area called "Process Improvement". Under my direction, we were tasked with analysis of work flow, handoffs, communications, and getting things done with minimal encumbrance. Working with several departments, I personally assisted in teaching "thinking out of the box" methodologies which ultimately saved the corporation several million $. Many of the lessons learned were applied successfully when LILCO and Brooklyn Union joined forces as Keyspan in 1998.

From 2000 to the present, Freeport Electric has contracted me as an Electrical Engineering Consultant. In this position, I have amassed a quantity of accomplishments. Among them are:

Designed and integrated electrical facilities including substation controls, SCADA, and protective relaying at Freeport's Power Plant 2, 50 Mw Gas Turbine, and the incorporation of a 69kv 50 Mw GT at Equus into the Freeport grid.

Redesigned the existing hard fusion connected fiber system to a modern switchable design by adding patch panels at strategic locations and making connections today as easy as "plug and play". The design has taken a "144" duplex fiber system and enhanced it to a "576" future simplex (bidirectional) system. This led to an increase in Village network speeds to 10 GIG with enhanced switching and improved reliability by adding closed switch topography and spanning tree connectivity.

Developed and maintained a system load flow and short circuit program (Easy Power) for the 13kv distribution and 69kv transmission systems. This program is used to study additions and rearrangements of the electric system such as adding capacitors to increase voltage and reducing system losses and providing short circuit values for setting protective relays.

I have assisted with upgrades to the SCADA system by providing specifications for procurement of the current ACS system, RTU's, and other devices meeting the necessary criteria and integrating the design with existing equipment.

Designed modifications and prepared engineering drawings for installation of new or modified system equipment in substations such as adding motor starters, microprocessor relays, and ancillary equipment. A recent project added new SEL-751A microprocessor relays to improve fault operation the 4F substation on all distribution feeders. In addition, I provided design support utilizing AutoCad to prepare and modify system drawings.

Designed changes and prepared engineering for installation of new or modified system equipment in Power Plant 2 to replace an obsolete GT-3 Gas Turbine Protective Relaying System with a modern SEL microprocessor relay system.

Designed programming and graphical user interfaces and functionality for the CT-2 Balance of Plant Control System. This includes the development of complete remote control operation capability and improvements to the current GE system for facilitated operation of valves, switches, controllers, breakers, and starting capability of the LM-6000.

Provided engineering for Power Plant and substation additions at PP1 and PP2 including specifying new and modified switchgear, large motors, transformers, cabling, HV motor starters, connectors, and other component parts.

Designed and developed specifications for a new 3 Mw Redundant Generator for Black Start at Power Plant 1 to provide rapid start of GT-3 or CT-2 at PP2, with future capability for powering the proposed FE Microgrid following a major outage of the Village electric network. Work includes interconnection of the new generator unit through the PP1 switchgear that back feeds the 13Kv grid at Sub 4F.

Contributed to the Design and development of the new FE Microgrid to provide ultra-resilient power to a critical portion of the FE downtown area providing rapid power outage restoration during major storms. This includes the specification and procurement of new pad mounted sectionalizing devices that are SCADA controllable and are connected to FE SCADA servers through the fiber optic cable network.

Provided design and specifications for the Channel Crossing cable replacement project for 4 distribution 13.8kv circuits. This project replaced 50+ year old

submarine cables that were obsolete and prone to fail in the near future from the effects of corrosion. Underground feeder to Overhead riser design was also provided for accommodating new 3 phase overhead switches at four cable risers.

Utilized existing commercial software to meet FE needs to analyze day-to-day performance operations. Such programs, for example AccSELerator Analytic Assistant by Schweitzer Labs, integrates with our current microprocessor relays for swift short circuit analysis utilizing synchronized satellite clocks facilitating fault studies, and determining correct relay operation. In addition, employed EasyPower software for load flow and short circuit analysis of the electrical network.

Prepared programming for accessing database information and reports to meet PSC mandates such as required for Stray Voltage Testing, Facilities Inspections, and Reliability indices.

Investigated distribution, substation, and transmission system failures and assisted in the replacement of failed components such as switches, cables, transformers, voltage regulators, and other devices.

Developed protective relay coordination and fuse coordination for 4, 13, 69, and 138kv systems to maximize system reliability and prevent incorrect linear tripping of equipment.

Worked with contracted consultants developing specifications and standards for flood resiliency at Power Plant 2 by installing a water impervious wall around the periphery of the plant.

Developed and engineered control room improvements for operating the FE transmission, substation, distribution, and future Microgrid systems. This would include Operator Control Enhancements, automation of operator functions, and display of vital system parameters such as Voltage, Current, and Megawatts. This functional redesign replaces a 50 year old obsolete control room with a modern large screen video screen wall, improved security monitoring, and state-of-the-art operating capability.

Developing specifications, guidelines, and RFP's for purchasing equipment such as motor control centers, protective relays, programmable controllers, switchgear, and other types of transmission - distribution – substation - plant equipment.

Worked with other FE engineers and consultants to implement 13kv and 4kv system improvements such as the addition of SCADA operated line switches to allow for feeder load manipulation during peak periods, and 4kv to 13kv conversions to decrease system losses. Collaborated with outside consultants for enhancements to the generation system at PP1 and in tandem with consultants assisting FE with the storm resistant Microgrid design for high reliability.

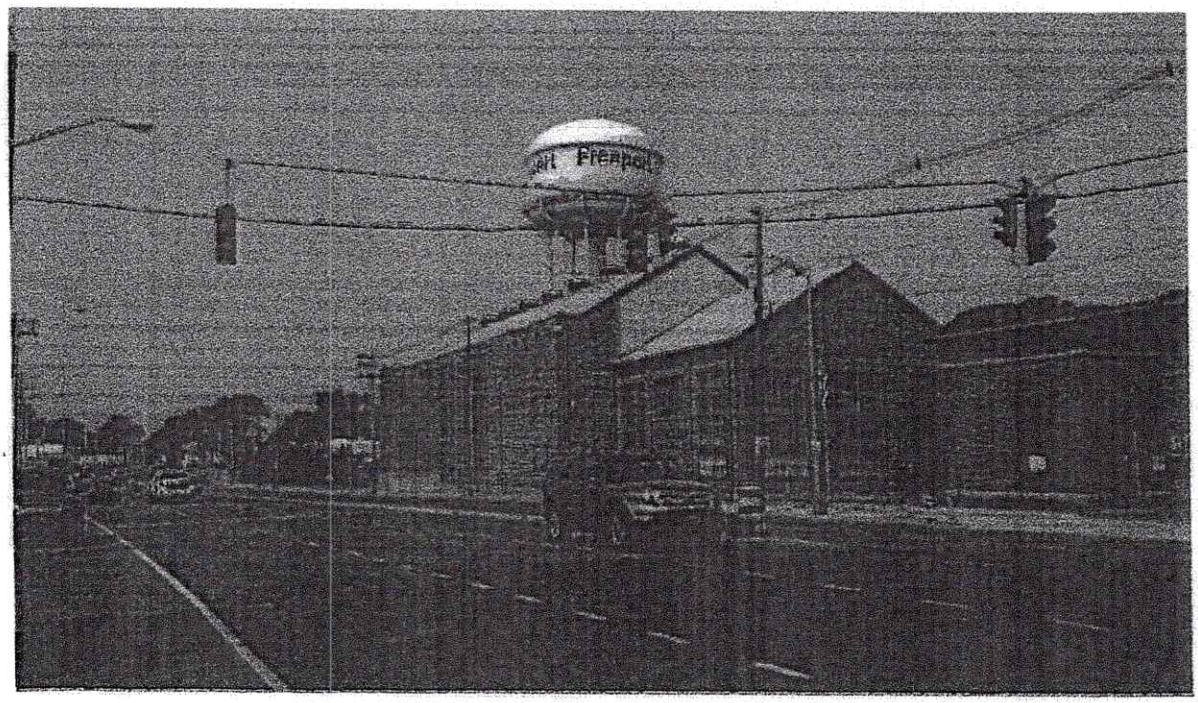
Assisted in distribution system designs to accommodate future feeder exit cable loading capacity at Power Plant 1 and 2 and at 4F substation.

Designed and coordinated FE's Fiber Optic Cable Network to include expansion of facilities, integration of new dark fiber customers, improvements to enhance reliability such as high speed smart switches, and redundant paths. Provided a specification path to fiber network automation of design, operation, and maintenance to replace a paper intensive and cumbersome fiber network documentation system.

Authored the complete specification for the new Outage Management System (OMS) currently utilized by many Village of Freeport organizations to facilitate storm restoration to electric systems.

Led a team of FE personnel in preparation of APPA applications for RP3 designation. This program is based on industry recognized practices in four recognized disciplines... Reliability, Safety, Workforce Development, and System Improvement. In 2018, FE was awarded with a "Diamond" designation that is the highest honor obtainable placing the utility among the best among the Municipal Utilities in the USA.

Provided training and mentoring of FE personnel in many aspects of the complete FE Power System Design.



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PROPOSAL

FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC

NAME OF VENDOR David A. Yigdal, PE

ADDRESS 158 Shady Lane

MAILING ADDRESS/P.O. BOX Westbury, New York 11590

TELEPHONE NO. (516) 642-4119

FAX NO. 516-938-5251

EMAIL dayigdal@gmail.com

PURSUANT TO AND IN COMPLIANCE WITH THE ADVERTISEMENT FOR PROPOSALS AND THE INSTRUCTIONS TO PROPOSERS RELATING HERETO, THE UNDERSIGNED, AS A VENDOR, 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.

TO FURNISH THE SERVICES AS SPECIFIED, THE TOTAL COST PER HOUR TO BE:

One Hundred Five Dollars and 00 Cents $ 105.00
(Write Total Amount in Words

TO FURNISH THE SERVICES AS SPECIFIED FOR 1080 HOURS, THE TOTAL NET SUM TO BE:

One Hundred Thirteen Thousand Four Hundred and 00 Cents $ 113,400.00
(Write Total Amount in Words)

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

David A. Yigdal	Consulting Engineer	12-10-23
(Signature of Vendor)	*(Title)*	*(Date)*
David A Yigdal	516-642-4119	
(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.

PROPOSAL SUBMISSION FORM

The following information must be provided in its entirety for your proposal to be considered:

Company Name: David A. Yigdal, PE

Address of Principal Place of Business: 158 Shady Lane, Westbury New York 11590

Phone of Principal Place of Business: 516-642-4119

Fax of Principal Place of Business: 516-938-5251

E-mail Address of Representative: davigdal@gmail.com

Authorized Representative: David A. Yigdal

Signature: David A. Yigdal

Printed Name: David A. Yigdal

Title: Consulting Engineer

Date: 12-10-23

Dated 12-10-23

(Name of Organization) David A. Yigdal, PE

By David A. Yigdal

(Title of Person Signing) Consulting Engineer

STATE OF NEW YORK:)
SS.:
COUNTY Of NASSAU:)

David A. Yigdal, being duly sworn, deposes and says that he/she is Principal

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this

5th Day of December 2023

Donna M. Barr
Notary Public

DONNA M. BARR
NOTARY PUBLIC
STATE OF NEW YORK
NO. 02BA6061674
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 12/4/2026

VILLAGE OF FREEPORT

Nassau County, New York

FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC

RFP #23-12-ELEC-679

MAYOR

Robert T. Kennedy

TRUSTEES

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

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

Al Livingston Jr., Superintendent
Inc. Village of Freeport

Final proposals must be received at the Purchasing Office in Freeport Village Hall by 4:00 P.M. on Friday, December 15, 2023

NOTICE OF REQUEST FOR PROPOSALS
FOR
FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC
FOR
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for "**FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC**" until 4:00 P.M. on Friday, December 15, 2023, in the Purchasing Department, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from 9:00 A.M. on Monday, November 20, 2023, until 4:00 P.M. on Friday, December 15, 2023.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 16 2023

FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC

1. General Expectations

All proposals shall be legibly typed and comply in all regards with the requirements of this RFP.

All proposals must be signed in ink in the blank spaces provided herein. If a firm or partnership makes the proposal, the name and address of the firm or partnership shall be shown together with the names and addresses of the members. If a corporation makes the proposal, an authorized official must sign it in the name of said corporation.

Sealed proposals must be submitted, bearing on the outside the name and address of the proposing party, the name of the project for which the proposal is submitted and the time and date of the proposal opening. If the proposal is forwarded by mail, the proposal must be enclosed in a sealed package addressed to:

Ms. Kim Weltner, Purchasing Agent
Incorporated Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

The Village of Freeport reserves the right to solicit additional information or proposal clarification from vendors, or any one vendor, should the Village of Freeport deem such information necessary.

The Village of Freeport reserves the right to reject any and all proposals, to waive informalities or irregularities in the proposal submission process, and to negotiate further with any proposing parties. Any disputes, or interpretations, will be resolved by the Village of Freeport and will be final.

Any material supplied by a Proposing Party that may be considered confidential, to the extent it is allowed under law, must be so marked with statutory exemption asserted.

Acceptance of the proposal shall be deemed to have been granted only upon the signing of a professional services agreement by both the proposing party and the Mayor of the Incorporated Village of Freeport.

The Village of Freeport accepts no responsibility for expenses incurred in the proposal preparation and presentation. Such expense is to be borne exclusively by the proposing party.

2. Schedule

Proposals must be submitted by 4:00 P.M. on Friday, December 15, 2023. All submitted proposals must arrive at the office of the Purchasing Department, Inc. Village of Freeport Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, on or before 4:00 P.M. on Friday, December 15, 2023. Proposals must arrive in a sealed and clearly labeled enclosure.

3. Official Contact

Proposals are due no later than **4:00 P.M. on Friday, December 15, 2023**. Each proposal should be sealed and addressed to:

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

Any questions should be directed to:

Al Livingston Jr.
Superintendent of Electric Utilities
Freeport Electric
220 W. Sunrise Hwy.
Freeport, NY 11520
516-377-2220
alivingston@freeportelectric.com

4. Non-Collusive Proposal Certification

By submission of this request for proposal, each proposing party and each person signing on behalf of any proposing party 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 proposing party and will not knowingly be disclosed by the proposing party prior to opening of the sealed proposals, directly or indirectly, to any other proposing party or to any competitor, and;

3. No attempt has been made or will be made by the vendor to induce any other person,

partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

4. That all requirements of law including mandatory provisions as to non-collusive proposal have been complied with.

5. Waiver of Immunity

Pursuant to the provisions of Chapter 605 of the laws of 1959 of the State of New York, 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 proposals to, receiving awards, or entering into any contract with any municipal corporation or department or agency or official thereof. If such person refuses to sign a waiver of immunity or to answer any relevant question as aforesaid, then this contract may be canceled or terminated by the Village of Freeport without the Village of Freeport incurring any penalty or damages by virtue of such cancellation or termination.

6. Withdrawal

A proposal already received may be withdrawn from consideration by the Village of Freeport only if the proposing party furnishes a written notice that the proposal is withdrawn prior to the time stated for the opening of the proposal.

7. Certification

The undersigned hereby certifies that he/she understands the specifications, has read the RFP document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor also agrees that acceptance of any or all proposal items by the Incorporated Village of Freeport, within the time frame indicated in this proposal constitutes a contract.

The undersigned hereby certifies that he/she has not participated in nor been party to any collusion, price fixing or any other unethical agreements with any company, firm or person concerning the pricing submitted on this proposal.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit an offer on behalf of the company, and is legally responsible for the decisions as to the

prices and supporting documentation provided.

The individual signing this proposal further certifies that no officer or employee of the Village of Freeport is personally interested directly or indirectly in this proposal or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the Village of Freeport, its officers, agents, or employees had induced them to enter into this proposal and the papers made a part hereof by its terms.

8. Scope of Services

The Village of Freeport Electric Department ("Village") is requesting proposals for Electrical Engineering Services from developers and associated engineering firms to participate with Freeport Electric in the development of the following:

1) Redundant Energy Supply at Power Plant #I

2) Village of Freeport Microgrid

The Village is a municipal electric utility operating pursuant to Sections 360, et seq., of the General Municipal Law. The Village operates a distribution system on Long Island in New York State. The Village also operates two power plants and is interconnected with the Long Island Power Authority's transmission system. In light of the experience of Superstorm Sandy, and the extensive work to repair the Village's electric system, the Village believes that a Microgrid and enhancements of electric generation facilities could provide significant advantages in terms of electric supply, resiliency, and emergency response.

The following outlines the electrical engineering requirements and scope of services needed:

1) Knowledge of a range of electrical materials to design and build utility systems through 138 kv including cables, connectors, switches, switchgear, transformers, concrete pads, and other associated equipment.

2) Knowledge of power plant construction including generation controls, PLC (Programmable Logic Controllers), medium voltage switchgear, HV Terminations and Splices, Protective Relaying, short circuit and load studies.

3) Knowledge of SCADA operations with regard to interconnections with existing devices and adding new equipment as required.

4) Developing protective relay coordination for the addition of Microgrid devices and fused switches.

5) Knowledge of software programming to integrate functions and devices (local and remote) to be incorporated into automated Microgrid and generation black start controls.

6) Assisting AE firms in the preparation of detailed specifications, and engineering drawing and designs for the purchase of all electrical equipment required to complete the design.

7) The annual estimated time to be spent on these projects is one thousand and eighty (1080) hours.

8) The contract term shall be from March 1, 2023 to February 29, 2024, with an option to extend the contract for up to one (1) year.

9. Selection

The review and selection of valid and on-time proposals will be undertaken by the Village of Freeport. The Village of Freeport reserves the right to reject any proposal received.

Proposals responsive to the requirements of this RFP will be evaluated and scored in accordance with the Evaluation Criteria.

During or after the review of responses, the Village may submit written questions and requests for clarification, and may conduct interviews.

The Village shall evaluate each respondent in terms of:

	Technical Factors	Maximum Points
1	Local Experience	20
2	Experience developing Utility Generation Projects	30
3	Experience developing Microgrid Projects	20
4	Dedicated development focused on Microgrids and Power Plants	10
	Total Technical Factors	**80**
	Total Cost Factors	**20**

10. Qualifications

Proposals should be limited to ten (10) pages double-spaced. A successful proposer shall demonstrate the following characteristics:

1) A NY licensed Professional Electrical Engineer that has more than 25 years of experience on Long Island, including a local presence.

2) An Electrical Engineer that has experience developing Microgrid technology, power generation, electric distribution design, power plant flood resilience, and associated enabling platforms.

3) An Electrical Engineer that exhibits skill in comprehensive development experience in electrical and mechanical power engineering, commercial engineering to include civil and concrete design, clean energy technology, transmission and distribution utility operations, system protection and control engineering, telecommunications engineering, and working at substation and transmission high voltages of 15 kv – 138 kv.

4) An Electrical Engineer that has successfully completed Microgrid and power plant projects and is able to participate in the prior listed development projects.

5) An Electrical Engineer with a proven track record of evaluating and critiquing submitted infrastructure engineered projects by others and providing redesign as necessary.

NOTICE OF REQUEST FOR PROPOSALS
FOR
FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC
FOR
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for **"FURNISHING OF ELECTRICAL ENGINEERING SERVICES TO FREEPORT ELECTRIC"** until 4:00 P.M. on Friday, December 15, 2023, in the Purchasing Department, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications may be obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520 or on the Village website, www.freeportny.gov, from 9:00 A.M. on Monday, November 20, 2023, until Friday, December 15, 2023.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 16, 2023

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: December 22, 2023

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

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

---

By the due date, December 19, 2023, the Electric Department received two responses to its advertisement for the Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors. Twenty-four bids were picked up.

VENDOR	BID
PC Liquidations **140 Stockton Street** **Jacksonville, FL 32244**	$12,304.45
ABRZ International Ltd. **DBA Atlaz Computer & Consulting** **244 East Merrick Rd.** **Freeport, NY 11520**	$12,790.00

Both vendors were responsive and responsible. As seen from the table, PC Liquidations submitted the lowest bid proposal.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that RFP #23-12-ELEC-680 – Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors to Freeport Electric be awarded to the lowest responsive and responsible proposer meeting specifications, PC Liquidations, 140 Stockton Street, Jacksonville, FL 32244 for the cost of $12,304.45. This service will be funded through operating account A168002 520100 - Equipment.

Digitally signed by Al Livingston Jr.
DN: cn=Al Livingston Jr., o=Inc. Village of Freeport, ou=Freeport Electric, email=alivingston@freeportelectric.com, c=US
Date: 2023.12.22 16:30:24 -05'00'

Al Livingston Jr.
Superintendent of Electric Utilities

AL:db

Attachment

Approved as to form
Deputy Village Attorney

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

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

WHEREAS, on November 27, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the "Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors", Bid #23-12-ELEC-680; and

WHEREAS, by the due date, December 19, 2023, the Electric Department received two (2) responses to its advertisement, and twenty-four (24) bids were picked up; and

WHEREAS, the lowest and responsible bidder was submitted by PC Liquidations, 140 Stockton Street, Jacksonville, FL 32244, for the cost of $12,304.45; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors, Bid #23-12-ELEC-680, to PC Liquidations, 140 Stockton Street, Jacksonville, FL 32244, for the cost of $12,304.45.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Al Livingston Jr., Superintendent of Electric Utilities November 28, 2023

FROM: Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

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

VILLAGE OF FREEPORT

Nassau County, New York

Contract and Specifications

For

FURNISHING OF REFURBISHED DELL PERSONAL COMPUTERS AND REFURBISHED DELL LCD MONITORS

BID #23-12-ELEC-680

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

Al Livingston Jr., Superintendent
Inc. Village of Freeport

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FURNISHING OF REFURBISHED DELL PERSONAL COMPUTERS AND REFURBISHED DELL LCD MONITORS

NOTICE TO BIDDERS

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

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

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

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – November 30, 2023

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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 bid have been arrived at independently without collusion,

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

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

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

WAIVER OF IMMUNITY

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

STATEMENT OF EQUALITY

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

INSTRUCTIONS TO BIDDERS

1. PROJECT IDENTIFICATION

These instructions are relative to the Village of Freeport Electric Department Project: "Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors"

2. DOCUMENT AVAILABILITY

Specifications, proposal and proposed contracts may be obtained by visiting the Municipality's Website at www.freeportny.gov. Bids will be available for download from 9:00 A.M. on Monday, December 4, 2023, until 4:00 P.M. on Friday, December 15, 2023.

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

3. FEE FOR BID DOCUMENTS

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

4. FORM

Each proposal shall be made on the "Proposal Form" attached hereto and shall remain attached hereto as part of the bid documents and shall be submitted in a sealed envelope clearly marked "Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors."

The proposal shall include a sum to cover the cost of all items included in the bid 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 and Notice to Bidders. Bid proposals shall be addressed to:

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

Each bid must be headed by the name of the bidder and the address of his principal office or principal place of business. Bids 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 bid 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 bid 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 bidder 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 bid submitted. If for any reason the successful bidder is legally unable to secure a sales tax exemption, upon proof of payment, the disbursement of the successful bidder will be added to the contract price and will be reimbursed with the final payment.

7. BID SECURITY

Not required.

8. QUALIFICATIONS OF BIDDERS

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

b) All bidders 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, 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 bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder 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 bidders 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 bid 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 bidder with a written response directly, prior to the deadline for submitting the bid. The making of any necessary inquiry will be the bidder's responsibility. Oral answers will not be binding on the Purchaser. Contact the Superintendent of Electric Utilities at (516) 377-2220 or procurement@freeportny.gov with any questions.

10. ADDENDUM

Any addendum issued during the time of bidding, or forming a part of the bid documents for preparation of proposals, shall be covered in the proposal, and 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 bid proposal must be initialed by the person signing the bid proposal.

13. WITHDRAWAL

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

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

16. AGREEMENT

The bidder 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 Bidder shall be considered as having abandoned the bid.

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. Any progress payments made by the Village shall not be a waiver of the foregoing provision.

18. RIGHT TO REJECT BIDS

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

20. DELIVERY

Prices must include all applicable warrantees. Deliver to: Information Technology Center, 46 N. Ocean Avenue, Freeport, NY 11520.

21. EQUAL OPPORTUNITY

The Municipality is an Equal Opportunity employer.

VILLAGE OF FREEPORT / FREEPORT ELECTRIC

SPECIFICATION
FOR

FURNISHING OF REFURBISHED DELL PERSONAL COMPUTERS
AND REFURBISHED DELL LCD MONITORS

Title: Furnishing of Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors.

Application: Hardware for Information Technology Center

Detailed Specification

1 **General**

This specification covers hardware.

2 **Warranty**

Refer to bid specifications.

3 **Delivery**

Items shall be delivered during regular working hours to Information Technology Center, 46 North Ocean Avenue, Freeport, NY 11520 within thirty (30) calendar days after award of contract. FE reserves the right to purchase from outside vendor if Bidder cannot delivery order within the above-mentioned thirty (30) calendar days.

4 **Pricing**

The purchaser claims tax exemption on this material. Tax exemption certificate will be furnished by the Village of Freeport Purchasing Department. Bid prices shall be firm for forty-five (45) days after receipt of bids.

5 **Payment**

Payment shall be made within sixty (60) days after receipt of goods and invoice by purchaser.

6 **Exceptions**

Exceptions to the specification must be itemized and listed in Appendix A. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, FE will assume supplier is providing full and 100% compliance to this specification.

Refurbished Dell Personal Computers and Refurbished Dell LCD Monitors

Here are the specifications:

Item Name	Options	Quantity
Refurbished Dell OptiPlex 7070 Micro PC Intel Core i7-9700T 2.0GHz 8/256 Grade A	o Operating System: Windows 10 Professional that are eligible for Windows 11, o Memory: 16GB RAM, o Primary Storage Drive: 256GB Solid State Drive (SSD), o Warranty: 1 Year	**25**
Refurbished Dell E2416H 24" Widescreen Black LED LCD Monitor Grade A	o Warranty: 90 days	**30**

$12

PROPOSAL

Item Name	Options	Quantity	Unit Price	Total
Refurbished Dell OptiPlex 7070 Micro PC Intel Core i7-9700T 2.0GHz 8/256 Grade A	o Operating System: Windows 10 Professional that are eligible for Windows 11 o Memory: 16GB RAM o Primary Storage Drive: 256GB Solid State Drive (SSD) o Warranty: 1 Year	**25**	$394.99	$9,874.75
Refurbished Dell E2416H 24" Widescreen Black LED LCD Monitor Grade A	o Warranty: 90 days	**30**	$80.99	$2,429.70

Total Bid $12,304.45

PROPOSAL
FURNISHING OF REFURBISHED DELL PERSONAL COMPUTERS AND REFURBISHED DELL LCD MONITORS

DATE: 12/13/2023

NAME: Joseph Brown

ADDRESS: 140 Stockton St

Jacksonville, FL 32244

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) bid is made in good faith and without collusion or connection with any other person bidding 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 Bidders, the Form of Contract, Specifications, and the Form of Proposal and that (he, they) hereby (proposes, propose) to furnish all 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 "Instruction for Bidders", 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.

For providing all labor, materials and equipment necessary for item(s) described in this specification the contractor declares that he will accept in full payment therefore, the following sums to wit:

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 low bidder will be determined from the Total Ownership Cost of the item(s) chosen by the Village of Freeport. Award of the contract will be made based upon the lowest total estimated contract price. The Village reserves the right to award contracts to multiple bidders.

3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.

4) Exceptions to the specification must be itemized. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, FE will assume supplier is providing full and 100% compliance to this specification.

It is understood that the estimated quantities shown on the foregoing schedule are solely for the purpose of facilitating the comparison of bids and that the Contractor's compensation will be computed upon the basis of the actual quantities of the completed work, whether they be more or less than those shown herein.

In case of discrepancy between the Unit Price and the Grand Total Amount on the bid 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 bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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 bid 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 bidder or with any competitor;

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

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

b. A bid 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 bidder cannot make the foregoing certification, the bidder shall so state and shall furnish therefore. Where (a) i and ii and iii above have not been complied with, the bid 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 bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

PROPOSAL - CONT'D

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

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

BIDDER: PC Liquidations

BIDDER'S ADDRESS: 140 Stockton St Jacksonville, FL 32244

BIDDER'S F.E.I.N.: 02-0490158

BIDDER'S TELEPHONE (DAY): 904-800-3024

(NIGHT - EMERGENCY): _____

FAX NUMBER: _____

SIGNED BY: Joseph Brown

TITLE: Technology Sales

DATE: 12/13/2023

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

NAME & TITLE	ADDRESS
Joseph Brown-Technology Sales	140 Stockton St Jacksonville, FL 32244

NAME OF BIDDER: PC Liquidations

BUSINESS ADDRESS OF BIDDER: 140 Stockton St Jacksonville, FL 32244

DATED: THE Thirteenth DAY OF December, 2023

REFERENCES

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

1)

Name: Kenny Goodwin

Company: Central Florida Kidney Centers

Address: 203 Ernestine St

Orlando, FL 32801

Phone: 407-843-6117

2)

Name: Austin Teike

Company: Peterman Brothers

Address: 677 Commerce Parkway West Dr

Greenwood, IN 46143

Phone: 317-508-8793

3)

Name: Charles Rutke

Company: Fox Valley Orthopedics

Address: 2525 Kaneville Ct

Geneva, IL 60134

Phone: 630-635-0756

BID PROPOSAL

REFURBISHED DELL PERSONAL COMPUTERS AND REFURBISHED DELL LCD MONITORS

as per specifications, or equal

NAME OF BIDDER PC Liquidations

ADDRESS 140 Stockton St Jacksonville, FL 32244

MAILING ADDRESS/P.O.BOX

TELEPHONE NO. ( ) 904-800-3024

FAX

EMAIL Joseph.brown@pcliquidations.io

PURSUANT TO AND IN COMPLIANCE WITH THE ADVERTISEMENT FOR BIDS AND THE INSTRUCTIONS TO BIDDERS RELATING HERETO, THE UNDERSIGNED, AS A BIDDER, PROPOSES AND AGREES, IF THIS PROPOSAL IS ACCEPTED, TO FURNISH PRODUCT/MERCHANDISE AS REQUIRED BY THE MANNER THEREIN PRESCRIBED BY THE PURCHASER PRIOR TO THE OPENING OF BIDS.
TO FURNISH THE PRODUCT/MERCHANDISE AS SPECIFIED, THE TOTAL NET SUM TO BE:

Twelve Thousand Three Hundred Dour Dollars Fourty-Five Cents $ 12,304.45

(Write Total Amount in Words)

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

Joseph Brown — Technology Sales

(Signature of Bidder) — *(Title)*

(Date)
12/13/2023

Joseph Brown — 904-800-3024

(Print or Type Name) — *(Telephone)*

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

APPENDIX A

ITEMIZED LISTING OF EXCEPTIONS

Paragraph #	Describe Exception	Alternative Submission

INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

Date: January 4, 2024

To: Mayor Robert T. Kennedy

Fr: Howard E. Colton, Village Attorney

Re: Consulting Agreement – SUANT Consulting

Please find attached, a proposed Consulting Agreement between the Incorporated Village of Freeport and SUANT Consulting (SC), 16 Lagoon Blvd., Massapequa, New York 11758, provide consulting services to the Incorporated Village of Freeport, the Electric Department which will include budget and energy resource services, consulting and the managing of an electric utility and anything else that may be required.

This agreement is retroactive to January 2, 2024 through June 30, 2024.

For all services rendered by SC under this Agreement, the Village shall pay SC a fee not to exceed $142.86 per hour and shall be accompanied by an itemized listing of all charges incurred.

The cost of these services shall be charged to E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2), E7131006 510000 (Supervision & Engineering LM60000), and E7811000 578100 (General & Administrative) and there are sufficient funds to cover these costs.

Please place this on the next available Board agenda.

Howard E. Colton
Village Attorney

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

WHEREAS, the Village of Freeport requires a consultant for services, performed in relation to the Electric Utility; 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 Village Attorney is requesting a Consultant Services Agreement with SUANT Consulting (SC), 16 Lagoon Blvd., Massapequa, New York 11758; and

WHEREAS, SUANT Consulting, 16 Lagoon Blvd., Massapequa, New York 11758, has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport and their Electric Utility from time to time, in particular budget and energy resource services, consulting and the managing of an electric utility and anything else that may be required; and

WHEREAS, for all services rendered by SC under this Agreement, the Village shall pay SC a fee not to exceed $142.86 per hour and shall be accompanied by an itemized listing of all charges incurred; and

WHEREAS, this agreement is retroactive to January 2, 2024 through June 30, 2024; and

WHEREAS, the cost of these services shall be charged to E7131001 510000 (Supervision & Engineering PP1), E7131002 510000 (Supervision & Engineering PP2), E7131006 510000 (Supervision & Engineering LM60000), and E7811000 578100 (General & Administrative) and there are sufficient funds to cover these costs; and

NOW THEREFORE BE IT RESOLVED, that the Mayor be and is hereby authorized to execute a consulting agreement with SUANT Consulting, 16 Lagoon Blvd., Massapequa, New York 11758, for a term retroactive to January 2, 2024 through June 30, 2024, for a fee not to exceed $142.86 per hour and shall be accompanied by an itemized listing of all charges incurred.

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

1/4/2024

CONSULTING AGREEMENT

By and between

INCORPORATED VILLAGE OF FREEPORT

and

SUANT CONSULTING

January 2, 2024-June 30, 2024

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

CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the _____ day of , 2014, 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 SUANT CONSULTING, with an office located at 16 Lagoon Blvd. Massapequa, NY 11758 (hereinafter referred to as "SC"):

WITNESSETH:

WHEREAS, SUANT CONSULTING, has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport and their Electric Utility from time to time, in particular budget and energy resource services, consulting and the managing of an electric utility and,

WHEREAS, SUANT CONSULTING, is a corporate contractor ready, willing and able to provide services to the Incorporated Village of Freeport for the period contemplated by this Agreement;

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

TERMS AND CONDITIONS

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

1. *Employment.*

IVF hereby employs SC as an independent corporation, and SC hereby accepts employment upon the terms and conditions hereinafter set forth.

2. *Term.*

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

3. *Compensation.*

For all services rendered by SC under this Agreement, the IVF shall pay SC a fee not to exceed $142.86 per hour and shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

SC shall provide consulting services to the Utility, as needed. Typical services are assisting and training VF personnel on the New York Independent System Operator (NYISO) issues, informing and advising IVF on matters of general concern including NYPA issues, regulator issues, rate case issues and any other concerns that may present itself, including the operation of the electrical utility..

5. *Extent of Services.*

SC shall devote such time, attention and energies to the IVF as is required. SC 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 SC shall not disclose any information, IVF documents and/or other information given to or acquired by SC in the course of performing his duties.

6. *Expenses.*

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

7. *No Participation.*

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

8. *Death or Disability.*

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

9. *Assignment.*

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

10. *Notices.*

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

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

SUANT CONSULTING
16 Lagoon BLVD
Massapequa, N.Y. 11758

11. *Confidentiality.*

SC will not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and proprietary to IVF, all information learned directly or indirectly from IVF employees or created and/or compiled pursuant to this Agreement, and which relates to IVF or the customers thereof. The obligation to treat information as proprietary and confidential shall not apply to information made public by IVF.

12. *Entire Agreement and Waiver.*

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

13. *Amendments.*

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

14. *Parties in Interest.*

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

15. *Severability.*

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

16. *Subject Headings.*

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

17. *Applicable Law.*

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

18. *Disclosure.*

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

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

INCORPORATED VILLAGE OF FREEPORT

BY: _____

ROBERT T. KENNEDY, MAYOR

BY: _____

SUANT CONSULTING

APPROVED AS TO FORM:

HOWARD E. COLTON
Village Attorney

FREEPORT FIRE DEPARTMENT

15 BROADWAY

FREEPORT, NEW YORK 11520

December 20, 2023

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

Re: New Member of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

George Barrett – Hose Co. #2

Thank you for your courtesy and consideration herein.

Very truly yours,

Jerry Cardoso

Jerry Cardoso
Secretary to the Fire Council
Freeport Fire Department

INTER-DEPARTMENT CORRESPONDENCE ONLY
VILLAGE OF FREEPORT

To: Mayor Robert T. Kennedy

From: Conor Kirwan- Executive Director of Human Resources

Date: January 2, 2024

RE: Length of Service Award Program (LOSAP) Investment Services

Request is respectfully made to authorize the Purchasing Department to distribute a Request for Proposals for the investment service associated with the Length of Service Award Program. (Draft attached)

It is therefore requested that we be authorized to advertise the referenced contract on January 11, 2024 in the Freeport Leader and other relevant publications. Contract specifications will be available from **Tuesday January 16, 2024** through **Friday March 8, 2024**. The RFP would be returnable **March 8, 2024 by 4pm**.

The Village is soliciting proposals for this service, to ensure that we are receiving the best possible combination of value and performance.

If this meets with your approval, please place on the next available Board agenda to authorize Purchasing to distribute a request for proposals for the investment service associated with the Length of Service Award Program.

Conor Kirwan

Approved as to form

Deputy Village Attorney

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

WHEREAS, the Village of Freeport requires the services of a company able to provide investment service associated with the Length of Service Award Program (LOSAP); and

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

NOW THEREFORE BE IT RESOLVED, that the Village Clerk be and hereby is authorized to advertise a Request for Proposals for the "Length of Service Award Program (LOSAP) Investment Services" in the Freeport Herald and other relevant publications of general circulation on January 11, 2024, with contract specifications available from January 16, 2024 through March 8, 2024, with a return date of March 8, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE OF REQUEST FOR PROPOSALS
FOR THE LENGTH OF SERVICE AWARD PROGRAM
(LOSAP) INVESTMENT SERVICES
FOR
THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the "**LENGTH OF SERVICE AWARD PROGRAM (LOSAP) INVESTMENT SERVICES**" until **4:00 P.M. on Friday, March 8 2024**, in the Purchasing Department, 46 North Ocean Avenue, Freeport, New York 11520.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village's Website at www.freeportny.gov. Specifications, proposal and proposed contracts will be available from 9:00 A.M. on Tuesday, January 16, 2024, until 4:00 P.M. on Friday, March 8, 2024.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 11, 2024

VILLAGE OF FREEPORT

REQUEST FOR PROPOSAL

INVESTMENT SERVICES

FIRE DEPARTMENT LENGTH OF SERVICE AWARD PROGRAM

Questions Due Date: February 13, 2024

Submission Due Date: March 8, 2024

Remittance Address: Inc. Village of Freeport
46 N. Ocean Avenue
Freeport, NY 11520
Attn: Purchasing Agent

TABLE OF CONTENTS

I. PURPOSE

As the governing board of the Freeport Fire Department, and the Board of Trustees seeks proposals for professional investment management consulting services for the Vilage's defined benefit Length of Service Award Program ("LOSAP"). The LOSAP was established by the Village in accordance with Article 11-A of the New York State General Municipal Law.

II. CONTRACT PERIOD

The contract will be awarded for three (3) years from the date of Board authorization.

III. SCOPE OF SERVICES

The scope of services shall include providing fiduciary investment management and advisory services that will meet or exceed the Village's investment objectives and adherence to the highest fiduciary standards as required by Article 11-A of the New York State General Municipal Law. The Village's objective is to obtain the best possible return on investments consistent with the underlying criteria of liquidity and safety of principal. Service for LOSAP trust funds should include the following:

a. Provide monthly reports of transactions and holdings to the Village disclosing both cost and market valuations;
b. Provide quarterly performance reports that display investment performance in comparison to predetermined investment benchmarks; and
c. Not collect any soft dollar fees from any broker/dealer or other financial firm in relation to services provided to the Village.

Active Management

i. Monitor the Village's LOSAP portfolio daily;
ii. Work together with the firm retained by the Village to provide administrative and actuary services to monitor cash flow needs;
iii. Monitor the credit worthiness of all investments and provide the Village with detailed evaluations of any downgrades or upgrades or any changes in bond rating and/or credit quality; and
iv. Monitor LOSAP investments for consistency with the Village's Adopted Investment Policy
v. Overall financial advice on debt, equities, and other markets as related to the LOSAP fund investments.

Ongoing Services

a. Provide monthly statements, detailing holdings and transactions, rate of return and balances;
b. Review performance via quarterly meetings (or as needed);
c. Perform ongoing monitoring of portfolio investments and overall strategy;

d. Periodic review of the Village's investment policy and recommendations for changes as deemed appropriate;

e. Periodically perform cash flow analysis to reevaluate appropriate allocation to core and liquidity portfolios working together with the firm retained by the Village to provide administrative and actuary services;

f. Rebalance assets as needed to be consistent with the Village's Adopted Investment Policy;

g. Perform and communicate portfolio compliance with the Village's Investment Policy and applicable laws;

h. Develop and present trust related items to the Village for approval as needed for the Village to fulfill its fiduciary responsibility;

i. Provide analysis and recommendation of trust options as needed;

j. Acknowledgement: The Firm selected to provide services in connection with this program must contractually agree to discharge its duties as fiduciary solely in the interest of program participants; and

k. Solicitation, education, and confidentiality: The selected firm must agree not to use information obtained as a result of administering this program to solicit volunteer firefighters to purchase products of the entity. Educational materials about the benefits of the program, including potential tax consequences, may be provided to volunteer firefighters. All information obtained as a result of administration of the program is confidential and must be used exclusively for purposes relating to the program.

IV. PROPOSER QUALIFICATIONS

A. Proposer shall be primarily engaged in providing the service as outlined in these specifications;

B. The name(s) and professional credentials of the investment personnel who will perform the investing, including their number of years of experience performing such services in the field of Defined Benefit Length of Service Award Programs (for which they have performed such services or similar programs);

C. An indication of the name or names of any person or persons associated with the firm who will be providing services under this proposal who has been convicted of any crime or was censured/reprimanded/required to pay any damages for misconduct or misrepresentation having to do with the services the firm proposes to provide;

D. An explanation of any pending or sustained legal charges against the firm or against any investment or insurance institution whose investment/insurance, the firm recommended is purchased to fund the Village's Service Award Programs; and

E. Identify and describe any litigation and investigation by regulatory authorities that the firm or its professionals have been involved in during the last 3 years.

V. PROPOSAL CONTENT

The submission of a proposal for this service will be considered as a representation that the proposer has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal; that the proposer is familiar with all Federal, State, and Local laws and all codes, polices and ordinances of the Village which in any way affect the performance of the work or persons engaged or employed in the performance of said work. Proposals are to be submitted in a format, which allows uniform review and easy access to information, by the evaluation committee.

All proposals shall provide a delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

Items to be addressed in the proposal should include the following:

A. RFP Submission Letter

B. Table of Contents shall be provided and pages and exhibits numbered in an organized manner

C. Proposer's Credentials

The proposer shall provide, in detail, the firm's credentials in the field of investment management and any information which documents successful and reliable experience in past performances, especially those related to the requirements of this RFP, a description of the firm's corporate experience and background in providing this service requirement, number of years in operation and financial information. Failure to do so may be cause for rejection of proposal.

D. Staff Credentials

The proposal shall include the name, title, address, and telephone number of person(s) who will both manage and be assigned to supervise services under this proposal. This will include a signed, 1-page resume for each, including references detailing their qualifications and experience.

E. Approach

The proposal shall include information specific on the process to be utilized and assumptions to be made in determining the results of valuations. This information should include the additional information listed below:

1. Describe the information and materials that will be needed by the investment advisor from the Village and/or the firm retained by the Village to provide administrative and actuary services in order to manage the portfolio;
2. If a subsidiary or subcontractor is to be responsible for all or part of the execution of this contract, proposers shall also provide the identical level of information for the subsidiary or subcontractor as detailed above;

3. A timeline and a proposed analysis for the portfolio reinvestment process, beginning with an anticipated start date through the full investment of the portfolio;
4. Please indicate the firm's recommended modifications to the investment policies and procedures, allocation assumptions and/or cost calculation methods currently used to calculate program costs

F. Include a copy of your proposed contract for services.

G. Non-Collusion Bidding Certification (attached)

H. Iran Divestment Act Certification (attached)

I. RFP Questions

Please refer to Section IX.

J. References

Please provide at least five (5) references, which should include three (3) current accounts of similar size and scope, and two (2) previous accounts of similar size or scope. Please include the following information:

a. Firm name and address;
b. Contracting officer and telephone number;
c. Date services were provided;
d. A brief, written description of the services provided; and
e. All costs for work herein described.

K. **Additional Terms and Conditions**

1. The project outlined in this proposal shall be awarded by the Village;
2. The Village is not liable for costs incurred in the preparation or submittal of this proposal and any other subsequent proposals or presentations;
3. The Village reserves the right without limitation to: (a) accept or reject any or all proposals; (b) modify and re-issue the RFP; (c) all proposals shall be considered based on what is in the best interest of the Village; (d) verify any information provided during the RFP process, including contacting references;
4. The successful firm shall not discriminate against any individual in accordance with applicable federal, state or local laws;
5. The contracts entered into as a result of this Request for Proposal, shall be between the selected firm and the Village.

VI. EVALUATION CRITERIA

The following criteria will be used in the evaluation of statements of qualifications:

A. Experience of the firm and the assigned team in providing similar services to public sector clients

B. The qualifications of the individuals who will provide the services

C. Referrals

D. Asset allocation and investment policy

E. Fee Schedule including commissions, transaction costs and all other costs associated with administering the program

F. The Village may interview proposers following a review of the written proposal submissions.

VII. CONFIDENTIAL PORTFOLIO DETAILS AND/OR QUESTIONS ON RFP

For portfolio details and any other questions regarding this RFP please submit a request in writing by e-mail by February 17, 2024. Questions submitted in accordance with this provision will be answered in writing and the questions and answers will be circulated to all proposers that receive a copy of the RFP from the Village. Questions should be directed to the Purchasing Department by email to tdorta@freeportny.gov.

VIII. SUBMITTAL INSTRUCTIONS

One (1) original and seven (7) copies of the proposal must be received at the address specified below according to the following guidelines:

A. Proposals are due no later than 4:00 p.m. on March 8, 2024 to the Village ATTN: Purchasing Agent;

B. Proposals must be placed in a sealed envelope with the title of the RFP "Investment Services Length of Service Awards Program" bearing the name of the proposer, and the proposers address;

C. Proposals shall be signed in the name of the proposer/firm and bear the signature of the person duly authorized to bind the firm into a contract. The name, address, and phone number of the point of contact shall be identified;

D. All proposals become the property of the Village and are subject to the Freedom of Information Law (Public Officers Law, Article 6);

E. It is understood that proposers will independently evaluate the information in this RFP and the Village makes no guarantee of accuracy of such information;

F. By submitting a proposal, a proposer covenants that it will not make any claims for or any right to damages because of any misinterpretation or misunderstanding of the requirements of this RFP or because of any lack of information;

G. The Village will not be responsible for any costs incurred by a proposer in preparing or submitting a proposal, in attending an interview, or for any other costs incurred by a proposer prior to entering into a contract with the successful proposer;

H. The Village reserves the right to require a proposer to clarify its proposal to ensure a full understanding of the proposal and to request revisions to proposals from proposer s susceptible to an award of the contract;

I. Unless as otherwise specified herein, proposers, including, but not limited to its officers, employees, agents, subcontractors or other associates shall not discuss this RFP, the services to be provided, the Village LOSAP program, or their response with elected or appointed officials, employees or volunteer firefighters of the Village prior to the Village's decision to award a contract; and

J. The Village reserves the right to award the contract to a proposer other than the proposer submitting the lowest fees/charges. The Village's decision to award the contract will be final. Notification of the award will be made in writing.

IX. RFP QUESTIONS (in addition to the above)

****These should be answered and submitted with your proposal****

A. HISTORY AND OWNERSHIP

1. List your firm's complete name, address, e-mail address, telephone and fax numbers. Provide a brief history of your firm, the year it was founded, the location of its headquarters, and the location of any other offices;
2. How long has the firm been acting as an investment advisor for LOSAP plans;
3. Provide a listing of all LOSAP funds, including amount of assets, for which the firm currently acts as an investment advisor; and
4. Describe the firm's level of experience and familiarity with government LOSAP funds that the firm feels differentiates it from the competition.

B. ORGANIZATION

1. Describe the lines(s) of business in the firm, its parent organization and any affiliated companies;
2. Is the firm, its parent, or affiliate a registered investment advisor with the SEC under the Investment Advisors Act of 1940;
3. Within the last ten (10) years has the firm or an officer or principal been involved in any business litigation or other legal proceedings relating to the firm's investment management activities? If so, provide an explanation and indicate the current status or disposition;
4. If the firm, its parent, or affiliate is a broker/dealer, does the firm trade for client accounts through this broker/dealer; and
5. Provide certification that the firm will not accept finder's fees or soft dollar rebates or other forms of direct or indirect compensation from investment managers, brokers, dealers or other providers related in any way to the District's account;

C. EMPLOYEES

1. Identify the investment professionals and other key staff who would be involved in serving the Village account. Provide biographical data on these individuals;
2. Provide biographies of other key individuals in the firm;
3. Do any of the firm's investment professionals have professional investment certifications, portfolio management, or plan sponsor experience. Please provide details;
4. Describe the level of experience the firm's investment professionals have working with actuaries and developing funding strategies for LOSAP plans; and

5. Describe the firm's compensation arrangement for professional staff.

D. ASSET ALLOCATION & INVESTMENT POLICY

1. What is the firm's investment philosophy and framework for having a deep understanding of asset classes;
2. What is the firm's process for establishing client objectives and developing the Investment Policy Statement;
3. What measures does your firm have in place in order to comply with the Investment Policy Statement;
4. How does your firm determine the asset allocation structure and appropriate asset mix;
5. How does the plan's actuarial data and funding strategy impact this analysis;
6. Does your firm interface with the Village's actuary? If so, in what way;
7. Does your firm allow leveraged investments or derivatives in the proposed investment portfolio? If so, describe in detail; and
8. Describe the firm's experience in providing these services, including approach to investments and maximizing returns, and provide a schedule of the firm's average rate of returns for LOSAP for each year of the past 10 years.

E. ETHICS

1. Does your firm, its principals and affiliates, subscribe to a professional Code of Ethics, Describe how you address conflicts of interest in providing advice to your clients. Please provide a copy of any formal ethics or conflicts of interest policy;
2. Does your firm carry professional liability or any other relevant insurance? If so, please describe the insurer, the type of insurance coverage, the beneficiary of such coverage, the limits of such coverage, and the deductible amount under coverage. Please provide a current certificate of insurance confirming that such coverage is currently in effect;
3. Has your firm received any claims or notices of potential claims that have been made or are being made with respect to such policies. If so, please explain;
4. Does your firm accept soft dollars as a method of payment for services provided? If so, how do you prevent conflicts of interest? Please list the advantages and disadvantages you see in the use of soft dollars;
5. If hired, will your firm receive any other form of compensation from working with this account that has not yet been disclosed? If yes, what is the form of compensation;
6. Please provide a draft investment advisory services contract for review, as well as information regarding the fiduciary liability insurance and fidelity bonding that your firm would maintain for this account if hired; and
7. Provide certification that your firm will serve in a full, fiduciary capacity placing the Village's interest first at all times.

X FEE PROPOSAL

1. Provide a fee proposal for the services outlined in this request. Explain the fee breakdowns;
2. Include any additional costs not already listed that are related to the LOSAP trust; and
3. Describe all other fees or expenses that might be charged as a result of the firm's services to the Village including travel, etc.

XI MISCELLANEOUS

1. Describe any special knowledge your firm has of the investment or funding issues affecting the LOSAP defined benefit plan;
2. State why your firm is uniquely qualified to service the Village's account; and
3. List any services or attributes of your firm related to this RFP not mentioned herein, but that the Village would find helpful.

NON-COLLUSION BIDDING CERTIFICATION

TITLE & DATE OF SPECIFICATION: _____

_____

DATE OF PROPOSAL: _____

By submission of this proposal, the proposer, and each person signing on behalf of the proposer, subject to the terms of Section 103-d of the General Municipal Law amended by Chapter 675 of the Laws of 1966 certifies that:

a. 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 bidder or with any competitor.
b. Unless otherwise required by Law, the prices, which have been quoted in this proposal, have not been knowingly disclosed by the proposer and are not knowingly being disclosed by the proposer, prior to opening, directly or indirectly, to any other competitor.
c. No attempt has been made or is to be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
d. The person signing this proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the proposer as well as the person signing in its behalf.

Signature:_____

Print Name:_____

Title:_____

Company Name:_____

Date: _____

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

To: Mayor Robert T. Kennedy

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

Date: December 22, 2023

Re: 2024 ANNUAL ASPHALT PAVING CONTRACT

Our Annual Asphalt Paving Contract expires on February 29, 2024. Therefore it is necessary to bid the contract for this upcoming year. Contract specifications for the referenced project have been completed. Therefore, it is requested that we be authorized to advertise for bids. This program provides contractual unit prices for asphalt paving. The current contract has an approximate annual cost of $120,000.00. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract. The contract will be for a term of one year beginning March 1, 2024, with an option for two one-year extensions if mutually accepted.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald and other related publications on **January 11, 2024**. Bid documents will be available from **Tuesday, January 16, 2024** through Friday, **January 26, 2024**. Bids will have a returnable date of **January 30, 2024**, with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.

A copy of the proposed advertisement is furnished herewith.

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

Approved as to form
Deputy Village Attorney

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

WHEREAS, the Village's Annual Asphalt Contract will expire on February 29, 2024; and

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

WHEREAS, the Department of Public Works is requesting permission to advertise a Notice to Bidders for the 2024 Annual Asphalt Paving Contract; and

WHEREAS, this program provides the contractual unit prices for asphalt paving; the current contract has an approximate annual cost of $120,000; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually acceptable; and

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

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2024 Annual Asphalt Paving Contract" in the Freeport Herald and other relevant publications of general circulation on January 11, 2024, with bid documents available from January 16, 2024 through January 26, 2024, with a return date of January 30, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2024 ANNUAL ASPHALT PAVING CONTRACT BUILDING

for

THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for "**2024 ANNUAL ASPHALT PAVING CONTRACT"** until 11:00 A.M. on **Tuesday, January 30, 2024** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Tuesday, January 16, 2024 until 12:00 P.M. Friday, January 26, 2024.** There is no fee for a set of bid documents.

Each bid must be accompanied by a bidder's bond in the amount of not less than five (5%) percent of the bid insuring to the benefit of the Village of Freeport, or a certified check of not less than five (5%) percent of the bid, made payable to the Village of Freeport, to assure the entering of the successful bidder into an acceptable contract.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 11, 2024

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

To: Mayor Robert T. Kennedy

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

Date: December 20, 2023

RE: PURCHASE OF HVAC EQUIPMENT FOR THE FREEPORT ARMORY EAST BUILDING

Specifications for the above-referenced project will be completed shortly. The project calls for the purchase of HVAC equipment for the east building for the Freeport Armory.

The estimated cost for this project is $70,000.00. This purchase will be charged to the Armory's Budget FYE 2024 (A698904-540300 – Maintenance of Buildings and Grounds) of which funds are not available and will therefore over run the budget line. We anticipate partial reimbursement of the project cost through Freeport Community Development as well as a possible bond resolution to be authorized by the Board.

Therefore, it is requested that we be authorized to advertise the referenced contract in the Freeport Herald and other related publications on **January 11, 2024**. Bid documents will be available from **Tuesday, January 16, 2024** through Friday, **January 26, 2024**. Bids will have a returnable date of **January 30, 2024**, with bids scheduled to be opened at 11:00 am. A copy of the proposed advertisement is furnished herewith.

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

Approved as to form
Deputy Village Attorney

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

WHEREAS, the Superintendent of Public Works is requesting the Board to authorize the Village Clerk to publish a Notice to Bidders for the Purchase of HVAC Equipment for the Freeport Armory East Building; and

WHEREAS, the project calls for the purchase of HVAC equipment for the east building for the Freeport Armory; and

WHEREAS, the estimated cost for this project is $70,000.00; and

WHEREAS, this purchase will be charged to the Armory's Budget FYE 2024 (A698904-540300 – Maintenance of Buildings and Grounds) and will be funded by an anticipated partial reimbursement of the project cost through Freeport Community Development as well as a possible bond resolution to be authorized by the Board; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "Purchase of HVAC Equipment for the Freeport Armory East Building" in the Freeport Herald and other relevant publications on January 11, 2024, with the specifications available from January 16, 2024 through January 26, 2024, with a return date of January 30, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

PURCHASE OF HVAC EQUIPMENT FOR THE FREEPORT ARMORY EAST BUILDING

for

THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for "**PURCHASE OF HVAC EQUIPMENT FOR THE FREEPORT ARMORY EAST BUILDING**" until 11:00 A.M. on **Tuesday, January 30, 2024** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, from **9:00 A.M. on Tuesday, January 16, 2024 until 12:00 P.M. Friday, January 26, 2024.** There is no fee for a set of bid documents.

Each bid must be accompanied by a bidder's bond in the amount of not less than five (5%) percent of the bid insuring to the benefit of the Village of Freeport, or a certified check of not less than five (5%) percent of the bid, made payable to the Village of Freeport, to assure the entering of the successful bidder into an acceptable contract.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 11, 2024

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

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, Superintendent of Public Works

Date: December 28, 2023

RE: 2024 - ANNUAL CURB AND SIDEWALK CONTRACT

Eighteen (18) bids were distributed and ten (10) bids were received on December 19, 2023, for the referenced requirements contract. This contract provides unit prices for the repair of concrete curb and concrete sidewalk.

Bids range from a high bid of $1,598,100.00 to a low bid of $471,850.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

Macedo Contracting Corp., PO Box 64, Ronkonkoma, N.Y. 11779 is the low bidder in the amount of $471,850.00 for this requirements contract. We have checked the low bidder's references and the contractor has successfully completed similar projects.

The contract will be for a term of one year beginning March 1, 2024, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

Accordingly, it is recommended that the contract, **2024 - ANNUAL CURB AND SIDEWALK CONTRACT,** be awarded to the lowest responsible bidder,

Macedo Contracting Corp.
PO Box 64, Ronkonkoma
N.Y. 11779

in the amount of $471,850.00 for this contract total bid.

Approved as to form

Deputy Village Attorney

Robert R. Fisenne
Superintendent of Public Works

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

WHEREAS, on November 27, 2023, the Board authorized the Village Clerk to advertise a Notice to Bidders, for the "2024 Annual Curb and Sidewalk Contract"; and

WHEREAS, eighteen (18) bids were distributed and ten (10) bids were received on December 19, 2023, for the referenced requirements contract; and

WHEREAS, the lowest and responsible bidder was submitted by Macedo Contracting Corp., PO Box 64, Ronkonkoma, New York, 11779, in the amount of $471,850.00; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2024 and ending February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; if the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract; and

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

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the "2024 Annual Curb and Sidewalk Contract" to Macedo Contracting Corp., PO Box 64, Ronkonkoma, New York 11779, in the amount of $471,850.00 for a term of one year beginning March 1, 2024 and ending February 28, 2025, with an option for two (2) one-year extensions if mutually accepted.

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works November 28, 2023

FROM : Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

X Auditor	X Electric Utilities	X Registrar
X Assessor	X Fire Dept.	X Rec. Center

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT 2024 ANNUAL CURB AND SIDEWALK CONTRACT

BID
DATE: December 19, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	MACEDO CONTRACTING PO BOX 64 RONKONKOMA, NY 11779 UNIT PRICE	MACEDO TOTAL COST	STASI GENERAL CONTRACTING LLC 422 MAPLE AVENUE WESTBURY, NY 11590 UNIT PRICE	STASI TOTAL COST	NICOLINO CONSTRUCT CO. INC 555 SOUTHSIDE AVENUE FREEPORT, NY 11590 UNIT PRICE	NICOLINO TOTAL COST
1A	Removal and disposal of concrete curb	LF	400	$ 1.00	$ 400.00	$ 3.00	$ 1,200.00	$ 2.00	$ 800.00
1B	Removal and disposal of existing concrete sidewalks, handicap ramps and/or concrete aprons (4" or 6" thick)	SF	5,000	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 2.00	$ 10,000.00
1C	Removal and disposal of existing gutter	LF	300	$ 5.00	$ 1,500.00	$ 1.00	$ 300.00	$ 5.00	$ 1,500.00
2A	Installation of 4" thick concrete sidewalk and/or handicap ramps w/morethan 80 s.f. at one property location or concrete work w/in 1000 l.f. Mesasured along the streets	SF	10,000	$ 15.50	$ 155,000.00	$ 11.00	$ 110,000.00	$ 13.00	$ 130,000.00
3A	Installation of 6" thick concrete sidewalk and/or driveway apron w/less than 30 s.f. at one property or add'l concrete work w/in 1000 l.f., measured along the streets	SF	10,000	$ 16.50	$ 165,000.00	$ 12.50	$ 125,000.00	$ 15.00	$ 150,000.00
4A	Installation of concrete curbing with more than 20 l.f. to be constructed at one property or add'l concrete work w/in 1000 linear feet, measured along the streets	LF	700	$ 30.00	$ 21,000.00	$ 32.00	$ 22,400.00	$ 35.00	$ 24,500.00
4B	Installation of concrete curb with 20 l.f. or less at one property location and no other installations w/in 1000 l.f. of each other, as measured along the streets	LF	200	$ 34.50	$ 6,900.00	$ 32.00	$ 6,400.00	$ 35.00	$ 7,000.00
4C	Installation of 1 foot wide concrete gutter	LF	300	$ 35.00	$ 10,500.00	$ 55.00	$ 16,500.00	$ 35.00	$ 10,500.00
4D	Installation of 2.5 foot wide concrete gutter	LF	200	$ 39.00	$ 7,800.00	$ 45.00	$ 9,000.00	$ 45.00	$ 9,000.00
4E	Installation of monolithic concrete curb and 1 foot wide gutter	LF	200	$ 41.00	$ 8,200.00	$ 60.00	$ 12,000.00	$ 50.00	$ 10,000.00
5	Saw cutting of concrete sidewalk, aprons, handicap ramps, curbs and/or gutters (any depth)	LF	400	$ 2.00	$ 800.00	$ 5.00	$ 2,000.00	$ 8.00	$ 3,200.00
6A	Reset existing brick pavers	SF	5,500	$ 4.50	$ 24,750.00	$ 15.00	$ 82,500.00	$ 10.00	$ 55,000.00
6B	Install brick pavers	SF	5,500	$ 10.00	$ 55,000.00	$ 18.00	$ 99,000.00	$ 18.00	$ 99,000.00
7	Allowance for Miscellaneous Masonry Work	Job	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
TOTALS					$ 471,850.00		$ 501,300.00		$ 520,500.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 ANNUAL CURB AND SIDEWALK CONTRACT

BID
DATE: December 19, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	ARMOND CEMENT CONTR. 1808 ALICE STREET MERRICK, NY 11566 UNIT PRICE	TOTAL COST	ROAD WORK AHEAD 2186 KIRBY LANE SYOSSET, NY 11791 UNIT PRICE	TOTAL COST
1A	Removal and disposal of concrete curb	LF	400	$ 4.00	$ 1,600.00	$ 0.50	$ 200.00
1B	Removal and disposal of existing concrete sidewalks, handicap ramps and/or concrete aprons (4" or 6" thick)	SF	5,000	$ 4.00	$ 20,000.00	$ 0.50	$ 2,500.00
1C	Removal and disposal of existing gutter	LF	300	$ 4.00	$ 1,200.00	$ 0.50	$ 150.00
2A	Installation of 4" thick concrete sidewalk and/or handicap ramps w/morethan 80 s.f. at one property location or concrete work w/in 1000 l.f. Mesasured along the streets	SF	10,000	$ 11.00	$ 110,000.00	$ 12.60	$ 126,000.00
3A	Installation of 6" thick concrete sidewalk and/or driveway apron w/less than 30 s.f. at one property or add'l concrete work w/in 1000 l.f., measured along the streets	SF	10,000	$ 14.00	$ 140,000.00	$ 14.50	$ 145,000.00
4A	Installation of concrete curbing with more than 20 l.f. to be constructed at one property or add'l concrete work w/in 1000 linear feet, measured along the streets	LF	700	$ 30.00	$ 21,000.00	$ 35.00	$ 24,500.00
4B	Installation of concrete curb with 20 l.f. or less at one property location and no other installations w/in 1000 l.f. of each other, as measured along the streets	LF	200	$ 12.00	$ 2,400.00	$ 39.00	$ 7,800.00
4C	Installation of 1 foot wide concrete gutter	LF	300	$ 30.00	$ 9,000.00	$ 46.00	$ 13,800.00
4D	Installation of 2.5 foot wide concrete gutter	LF	200	$ 35.00	$ 7,000.00	$ 41.00	$ 8,200.00
4E	Installation of monolithic concrete curb and 1 foot wide gutter	LF	200	$ 45.00	$ 9,000.00	$ 60.00	$ 12,000.00
5	Saw cutting of concrete sidewalk, aprons, handicap ramps, curbs and/or gutters (any depth)	LF	400	$ 8.00	$ 3,200.00	$ 5.00	$ 2,000.00
6A	Reset existing brick pavers	SF	5,500	$ 15.00	$ 82,500.00	$ 15.00	$ 82,500.00
6B	Install brick pavers	SF	5,500	$ 22.00	$ 121,000.00	$ 21.50	$ 118,250.00
7	Allowance for Miscellaneous Masonry Work	Job	1	$10,000.00	$ 10,000.00	$10,000.00	$ 10,000.00
TOTALS					$ 537,900.00		$ 552,900.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 ANNUAL CURB AND SIDEWALK CONTRACT

BID
DATE: December 19, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	LASER INDUSTRIES 1775 ROUTE 25/PO BOX 315 RIDGE, NY 11961 UNIT PRICE	LASER TOTAL COST	STASI INDUSTRIES 303 WINDING ROAD OLD BETHPAGE, NY 11804 UNIT PRICE	STASI TOTAL COST	DRAGONETTI BROS LANDSCAPING 9715 AVENUE L BROOKLYN, NY 11236 UNIT PRICE	DRAGONETTI TOTAL COST
1A	Removal and disposal of concrete curb	LF	400	$ 5.00	$ 2,000.00	$ 25.00	$ 10,000.00	$ 7.00	$ 2,800.00
1B	Removal and disposal of existing concrete sidewalks, handicap ramps and/or concrete aprons (4" or 6" thick)	SF	5,000	$ 2.00	$ 10,000.00	$ 5.00	$ 25,000.00	$ 3.00	$ 15,000.00
1C	Removal and disposal of existing gutter	LF	300	$ 4.00	$ 1,200.00	$ 10.00	$ 3,000.00	$ 7.00	$ 2,100.00
2A	Installation of 4" thick concrete sidewalk and/or handicap ramps w/morethan 80 s.f. at one property location or concrete work w/in 1000 l.f. Mesasured along the streets	SF	10,000	$ 11.50	$ 115,000.00	$ 11.00	$ 110,000.00	$ 15.00	$ 150,000.00
3A	Installation of 6" thick concrete sidewalk and/or driveway apron w/less than 30 s.f. at one property or add'l concrete work w/in 1000 l.f., measured along the streets	SF	10,000	$ 13.50	$ 135,000.00	$ 12.00	$ 120,000.00	$ 17.00	$ 170,000.00
4A	Installation of concrete curbing with more than 20 l.f. to be constructed at one property or add'l concrete work w/in 1000 linear feet, measured along the streets	LF	700	$ 36.00	$ 25,200.00	$ 45.00	$ 31,500.00	$ 59.00	$ 41,300.00
4B	Installation of concrete curb with 20 l.f. or less at one property location and no other installations w/in 1000 l.f. of each other, as measured along the streets	LF	200	$ 30.00	$ 6,000.00	$ 45.00	$ 9,000.00	$ 45.00	$ 9,000.00
4C	Installation of 1 foot wide concrete gutter	LF	300	$ 34.00	$ 10,200.00	$ 85.00	$ 25,500.00	$ 90.00	$ 27,000.00
4D	Installation of 2.5 foot wide concrete gutter	LF	200	$ 39.00	$ 7,800.00	$ 49.00	$ 9,800.00	$ 115.00	$ 23,000.00
4E	Installation of monolithic concrete curb and 1 foot wide gutter	LF	200	$ 48.00	$ 9,600.00	$ 96.00	$ 19,200.00	$ 145.00	$ 29,000.00
5	Saw cutting of concrete sidewalk, aprons, handicap ramps, curbs and/or gutters (any depth)	LF	400	$ 6.00	$ 2,400.00	$ 3.00	$ 1,200.00	$ 10.00	$ 4,000.00
6A	Reset existing brick pavers	SF	5,500	$ 20.00	$ 110,000.00	$ 20.00	$ 110,000.00	$ 14.00	$ 77,000.00
6B	Install brick pavers	SF	5,500	$ 26.00	$ 143,000.00	$ 25.00	$ 137,500.00	$ 23.00	$ 126,500.00
7	Allowance for Miscellaneous Masonry Work	Job	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
TOTALS					$ 587,400.00		$ 621,700.00		$ 686,700.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 ANNUAL CURB AND SIDEWALK CONTRACT

BID
DATE: December 19, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	VALENTE CONTRACTING CORP 77 JACKSON AVENUE MINEOLA, NY 11501 UNIT PRICE	TOTAL COST	JT MASONRY & LANDSCAPING 121 COACH LANE LEVITTOWN, NY 11756 UNIT PRICE	TOTAL COST
1A	Removal and disposal of concrete curb	LF	400	$ 3.00	$ 1,200.00	$ 50.00	$ 20,000.00
1B	Removal and disposal of existing concrete sidewalks, handicap ramps and/or concrete aprons (4" or 6" thick)	SF	5,000	$ 2.50	$ 12,500.00	$ 9.00	$ 45,000.00
1C	Removal and disposal of existing gutter	LF	300	$ 2.00	$ 600.00	$ 62.00	$ 18,600.00
2A	Installation of 4" thick concrete sidewalk and/or handicap ramps w/morethan 80 s.f. at one property location or concrete work w/in 1000 l.f. Mesasured along the streets	SF	10,000	$ 16.00	$ 160,000.00	$ 28.00	$ 280,000.00
3A	Installation of 6" thick concrete sidewalk and/or driveway apron w/less than 30 s.f. at one property or add'l concrete work w/in 1000 l.f., measured along the streets	SF	10,000	$ 19.00	$ 190,000.00	$ 38.00	$ 380,000.00
4A	Installation of concrete curbing with more than 20 l.f. to be constructed at one property or add'l concrete work w/in 1000 linear feet, measured along the streets	LF	700	$ 40.00	$ 28,000.00	$ 100.00	$ 70,000.00
4B	Installation of concrete curb with 20 l.f. or less at one property location and no other installations w/in 1000 l.f. of each other, as measured along the streets	LF	200	$ 25.00	$ 5,000.00	$ 110.00	$ 22,000.00
4C	Installation of 1 foot wide concrete gutter	LF	300	$ 60.00	$ 18,000.00	$ 150.00	$ 45,000.00
4D	Installation of 2.5 foot wide concrete gutter	LF	200	$ 45.00	$ 9,000.00	$ 120.00	$ 24,000.00
4E	Installation of monolithic concrete curb and 1 foot wide gutter	LF	200	$ 75.00	$ 15,000.00	$ 150.00	$ 30,000.00
5	Saw cutting of concrete sidewalk, aprons, handicap ramps, curbs and/or gutters (any depth)	LF	400	$ 6.00	$ 2,400.00	$ 80.00	$ 32,000.00
6A	Reset existing brick pavers	SF	5,500	$ 25.00	$ 137,500.00	$ 48.00	$ 264,000.00
6B	Install brick pavers	SF	5,500	$ 30.00	$ 165,000.00	$ 65.00	$ 357,500.00
7	Allowance for Miscellaneous Masonry Work	Job	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
TOTALS					$ 754,200.00		$ 1,598,100.00

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

To: Mayor Robert T. Kennedy

From: Robert R. Fisenne, Superintendent of Public Works

Date: December 29, 2023

RE: 2024 ANNUAL SECURITY SYSTEM CONTRACT

Seventeen (17) bids were distributed and three (3) bids were received on December 19, 2023, for the referenced requirements contract. This contract provides contractual unit prices for the repair and maintenance of the Village's security systems. These systems include access and control systems, alarm systems, and video security systems for various Departments within the Village.

The bids ranged from a high of $55,850.00 to a low of $48,525.00. Attached is a copy of the bid tabulation for your review. The lowest bid was by submitted Nest Wireless Global, 41-15 Kissena Blvd., Flushing, N.Y. 11355 in the amount of $48,525.00.

Funding for this work will come from various Village accounts, depending on where the work is performed. The contract will be for a term of one year beginning March 1, 2024, with an option for two one-year extension if mutually accepted.

Accordingly, it is recommended that the contract, **2024 ANNUAL SECURITY SYSTEM CONTRACT,** be awarded to,

Nest Wireless Global
41-15 Kissena Blvd.
Flushing, N.Y. 11355

in the amount of **$48,525.00** for this contract total bid.

Approved as to form

Deputy Village Attorney

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

Encl.
c.

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

WHEREAS, on November 27, 2023, the Board authorized the Village Clerk to advertise a Notice to Bidders for the "2024 Security System Contract"; and

WHEREAS, seventeen (17) bids were distributed and three (3) bids were received on December 19, 2023, for the referenced requirements contract; and

WHEREAS, the bids ranged from a high of $55,850.00 to a low of $48,525.00; and

WHEREAS, the lowest bidder was submitted by Nest Wireless Global, 41-15 Kissena Blvd., Flushing, New York 11355, in the amount of $48,525.00; and

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

WHEREAS, funding for this work will come from various Village accounts, depending on where the work is performed; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2024, and ending February 28, 2025, with an option for two (2) one year extensions if mutually accepted; 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 "2024 Security System Contract" to Nest Wireless Global, 41-15 Kissena Blvd., Flushing, New York 11355, in the amount of $48,525.00, for a term of one year beginning March 1, 2024, with an option for two (2) one-year extensions if mutually accepted.

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works November 28, 2023

FROM: Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

X Auditor	X Electric Utilities	X Registrar
X Assessor	X Fire Dept.	X Rec. Center
X Attorney	X File	X Treasurer

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT DEPARTMENT OF PUBLIC WORKS
2024 ANNUAL SECURITY SYSTEM CONTRACT

BID
DATE: December 19, 2023

				NEST WIRELESS GLOBAL 41-15 KISSENA BOULEVARD FLUSHING, NY 11355		TRI-STATE TECHNOLOGIES, INC. 371 GUY LOMBARDO AVENUE FREEPORT, NEW YORK 11520		M1 SECURITY SOLUTIONS 12 LOUIS DRIVE MELVILLE, NY 11747	
ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	SERVICE CALL	EA	20	$ 110.00	$ 2,200.00	$ 150.00	$ 3,000.00	$ 90.00	$ 1,800.00
2	EMERGENCY SERVICE CALL	EA	5	$ 165.00	$ 825.00	$ 175.00	$ 875.00	$ 300.00	$ 1,500.00
3	HOURLY SERVICE CHARGE (CONSULTANT)	HR	30	$ 80.00	$ 2,400.00	$ 25.00	$ 750.00	$ 80.00	$ 2,400.00
4	HOURLY SERVICE CHARGE (PROJECT MANAGER/PROGRA	HR	45	$ 80.00	$ 3,600.00	$ 25.00	$ 1,125.00	$ 70.00	$ 3,150.00
5	HOURLY SERVICE CHARGE (SENIOR TECH)	HR	100	$ 95.00	$ 9,500.00	$ 125.00	$ 12,500.00	$ 150.00	$ 15,000.00
6	HOURLY SERVICE CHARGE (INSTALLER)	HR	80	$ 100.00	$ 8,000.00	$ 125.00	$ 10,000.00	$ 125.00	$ 10,000.00
7	PERCENTAGE INCREASE OVER LIST FOR COST OF	LS	1	$ 22,000.00	$ 22,000.00	$ 24,000.00	$ 24,000.00	$ 22,000.00	$ 22,000.00
	MATERIALS, EQUIPMENT AND SUBCONTRACTING (20,000 PER YEAR)								
TOTALS					$ 48,525.00		$ 52,250.00		$ 55,850.00

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

To: Mayor Robert T. Kennedy

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

Date: December 29, 2023

RE: 2024 ELECTRICAL WORK REQUIREMENTS CONTRACT

Twenty-nine (29) bids were distributed and six (6) bids were received on December 19, 2023, for the referenced requirements contract. This contract provides for the services of a licensed electrical contractor to perform a variety of electrical repairs to Village owned facilities on an as needed basis.

Bids ranged from a high of $67,505.00 to a low of $52,350.00. Attached is a copy of the bid tabulation for your review. Funding for this work will come from various Village accounts, depending on where the work is performed.

NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, N.Y. 11520 was the low bidder in the amount of $52,350.00. We have checked the low bidder's references and find them to be in good order. The contract will be for a term of one year beginning March 1, 2024, with an option for two one-year extensions if mutually accepted.

Accordingly, it is recommended that the contract,

2024 ELECTRICAL WORK REQUIREMENTS CONTRACT

be awarded to the lowest responsible bidder,

NY Electrical Design Inc.
512 South Ocean,
Freeport, N.Y. 11520

Approved as to form

Deputy Village Attorney

in the amount of $52,350.00 for this contract total bid.

Robert R. Fisenne, P.E.

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

WHEREAS, on November 27, 2023, the Board authorized the Village Clerk to publish a Notice to Bidders for the "2024 Electrical Work Requirements Contract"; and

WHEREAS, twenty-nine (29) bids were distributed and six (6) bids were received on December 19, 2023, for the referenced requirements contract; and

WHEREAS, bids ranged from a high of $67,505.00 to a low of $52,350.00; and

WHEREAS, the lowest and responsible bidder was submitted by NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, New York 11520, in the amount of $52,350.00; and

WHEREAS, this contract provides contractual unit prices for electrical services and related materials with a term of one year beginning March 1, 2024 and ending on February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the funding for this work will come from various Village accounts, depending on where the work is performed; 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 "2024 Electrical Work Requirements Contract" to NY Electrical Design Inc., 512 South Ocean Avenue, Freeport, New York 11520, in the amount of $52,350.00, for a term beginning March 1, 2024 and ending on February 28, 2025, with an option for two (2) one-year extensions if mutually accepted.

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works November 28, 2023

FROM : Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

X	Auditor	X	Electric Utilities	X	Registrar
X	Assessor	X	Fire Dept.	X	Rec. Center
X	Attorney	X	File	X	Treasurer
X	Bldg. Dept.	X	Personnel	X	Dep. Treasurer

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 ELECTRICAL WORK REQUIREMENTS CONTRACT

BID
DATE: December 19, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	NY ELECTRICAL DESIGN INC 521 S OCEAN AVE FREEPORT, NY 11520 UNIT PRICE	TOTAL COST	PALACE ELCTRICAL CONTRACTORS 3558 PARK AVENUE WANTAGH, NY 11793 UNIT PRICE	TOTAL COST	HINCK ELECTRICAL CONTRACTORS 10 SOUTH FIFTH STREET LOCUST VALLEY, NY 11560 UNIT PRICE	TOTAL COST
1	SERVICE CALL	EA	10	$ 100.00	$ 1,000.00	$ 150.00	1,500.00	$ 160.00	$ 1,600.00
2	EMERGENCY SERVICE CALL	EA	3	$ 150.00	$ 450.00	$ 200.00	600.00	$ 188.00	$ 564.00
3	HOURLY SERVICE CHARGE (ELECTRICIAN)	HR	100	$ 110.00	$ 11,000.00	$ 109.00	10,900.00	$ 160.00	$ 16,000.00
4	HOURLY SERVICE CHARGE (ELECTRICIAN HELPER)	HR	100	$ 50.00	$ 5,000.00	$ 46.00	4,600.00	$ 20.00	$ 2,000.00
5	OVERTIME HOURLY SERVICE CHARGE (ELECTRICIAN)	HR	20	$ 125.00	$ 2,500.00	$ 158.00	3,160.00	$ 188.00	$ 3,760.00
6	OVERTIME HOURLY SERVICE CHARGE (ELECTRICIAN HELPER)	HR	20	$ 65.00	$ 1,300.00	$ 68.00	1,360.00	$ 22.00	$ 440.00
7	PERCENTAGE INCREASE OVER INVOICE FOR COST OF MATERIALS, EQUIPMENT AND SUBCONTRACTING	LS	1	$ 23,600.00	$ 23,600.00	$ 23,400.00	23,400.00	$ 22,000.00	$ 22,000.00
8	ALLOWANCE	LS	1	$ 7,500.00	$ 7,500.00	$ 7,500.00	7,500.00	$ 7,500.00	$ 7,500.00
TOTALS					$ 52,350.00		$53,020.00		$ 53,864.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 ELECTRICAL WORK REQUIREMENTS CONTRACT

BID
DATE: December 19, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	HAUGHLAND ENERGY GROUP 336 SOUTH SERVICE ROAD MELVILLE, NY 11747 UNIT PRICE	TOTAL COST	BALTRAY ENTERPRISES INC. dba BANCKER ELECTRIC 171 FREEMAN AVENUE ISLIP, NY 11751 UNIT PRICE	TOTAL COST	L.E.B ELECTRIC 21 SEABRO AVENUE AMITYVILLE, NY UNIT PRICE	TOTAL COST
1	SERVICE CALL	EA	10	$ 1,320.00	$ 13,200.00	$ 325.00	$3,250.00	$ 155.00	$ 1,550.00
2	EMERGENCY SERVICE CALL	EA	3	$ 1,640.00	$ 4,920.00	$ 500.00	$1,500.00	$ 185.00	$ 555.00
3	HOURLY SERVICE CHARGE (ELECTRICIAN)	HR	100	$ 165.00	$ 16,500.00	$ 195.00	$19,500.00	$ 155.00	$ 15,500.00
4	HOURLY SERVICE CHARGE (ELECTRICIAN HELPER)	HR	100	$ 48.00	$ 4,800.00	$ 40.00	$4,000.00	$ 135.00	$ 13,500.00
5	OVERTIME HOURLY SERVICE CHARGE (ELECTRICIAN)	HR	20	$ 205.00	$ 4,100.00	$ 250.00	$5,000.00	$ 185.00	$ 3,700.00
6	OVERTIEM HOURLY SERVICE CHARGE (ELECTRICIAN HELPER)	HR	20	$ 70.00	$ 1,400.00	$ 75.00	$1,500.00	$ 160.00	$ 3,200.00
7	PERCENTAGE INCREASE OVER INVOICE FOR COST OF	LS	1	$ 2,000.00	$ 2,000.00	$ 23,600.00	$23,600.00	$ 22,000.00	$ 22,000.00
8	ALLOWANCE	LS	1	$ 7,500.00	$ 7,500.00	$ 7,500.00	$7,500.00	$ 7,500.00	$ 7,500.00
TOTALS					$ 54,420.00		$65,850.00		$ 67,505.00

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

To: Mayor Robert T. Kennedy

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

Date: December 29, 2023

Re: 2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES

Twenty-three (23) bids were distributed and three (3) bid were received on December 19, 2023 for the referenced requirements contract. This contract provides for the landscaping of the Freeport Recreation Center, Freeport Electric power plants, substations, transformer locations, Freeport Memorial Library, and Water Department well sites. The contract includes spring weekly lawn maintenance, thatching, fertilizing, fall cleanup, planting of flowers at select Freeport Electric sites, and poison ivy control.

This Contract can be utilized by the Water Department, the Village portion of the Library, the Electric Department, and the Recreation Center and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

JT Masonry and Landscaping Inc., 121 Coach Lane, Levittown, N.Y. 11756 is the low bidder in the amount of **$73,835.00** for this requirements contract. We have reviewed and checked the bid and find it in good order. Attached is a copy of the bid tabulation for your use.

Accordingly, it is recommended that the contract, "**2024 ANNUAL MAINTENANCE AND LANDSCAPING OF VARIOUS VILLAGE PROPERTIES**" be awarded to,

JT Masonry and Landscaping Inc.
121 Coach Lane
Levittown, N.Y. 11756

in the amount of **$73,835.00** for this requirements contract. The contract will be for one year beginning on March 1, 2024, with an option for two one-year extensions if mutually accepted.

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

Approved as to form

Deputy Village Attorney

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

WHEREAS, on November 27, 2023, the Board authorized the Village Clerk to advertise a Notice to Bidders for the "2024 Annual Maintenance and Landscaping of Various Village Properties"; and

WHEREAS, twenty-three (23) bids were distributed and three (3) bids were received on December 19, 2023 for the referenced requirements contract; and

WHEREAS, the bids ranged from a high bid of $131,919.60 to a low bid of $73,835.00; and

WHEREAS, the lowest bidder was submitted by JT Masonry and Landscaping Inc., 121 Coach Lane, Levittown, New York 11756, in the amount of $73,835.00; and

WHEREAS, the contract will be for a term of one year beginning March 1, 2024, and ending February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

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

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 "2024 Annual Maintenance and Landscaping of Various Village Properties" to JT Masonry and Landscaping Inc., 121 Coach Lane, Levittown, New York 11756, in the amount of $73,835.00, for a term of one year beginning March 1, 2024, and ending February 28, 2025, with an option for two (2) one-year extensions if mutually accepted.

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works November 28, 2023

FROM : Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

X Auditor	X Electric Utilities	X Registrar
X Assessor	X Fire Dept.	X Rec. Center

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 ANNUAL MAINTENANCE & LANDSCAPING OF VARIOUS VILLAGE PROPERTIES
BID DATE: DECMBER 19, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	JT MASONRY & LANDSCAPING 121 COACH LANE LEVITTOWN, NY 11756 UNIT PRICE	TOTAL COST (30)	BIB SERVICES CORP 1811 BELLMORE AVENUE BELLMORE, NY 11710 UNIT PRICE	TOTAL COST (30)	GBT CONSTRUCTION CORP 635 PULASKI ROAD GREENLAWN, NY 11740 UNIT PRICE	TOTAL COST (30)
E-1A	SPRING CLEANUP - ELECTRIC PP#1 SUNRISE HWY SUBSTATION 4F	EA	1	$ 400.00	$ 400.00	$ 650.00	$ 650.00	$ 1,000.00	$ 1,000.00
E-2A	WKLY SERVICE - ELECTRIC PP#1 SUNRISE HWY SUBSTATION 4F	WK	30	$ 125.00	$ 3,750.00	$ 150.00	$ 4,500.00	$ 148.33	$ 4,449.90
E-3A	FALL CLEANUP - ELECTRIC PP#1 SUNRISE HWY SUBSTATION 4F	EA	1	$ 750.00	$ 750.00	$ 400.00	$ 400.00	$ 1,000.00	$ 1,000.00
E-1B	SPRING CLEANUP - ELECTRIC PP#2	EA	1	$ 500.00	$ 500.00	$ 800.00	$ 800.00	$ 1,200.00	$ 1,200.00
E-2B	WKLY SERVICE - ELECTRIC PP#2	WK	30	$ 120.00	$ 3,600.00	$ 250.00	$ 7,500.00	$ 173.33	$ 5,199.90
E-3B	FALL CLEANING - ELECTRIC PP#2	EA	1	$ 1,250.00	$ 1,250.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00
E-1C	SPRING CLEANUP - ELECTRIC SUBSTATIONS: B, D, & PRKG FIELD#11	EA	1	$ 50.00	$ 50.00	$ 600.00	$ 600.00	$ 1,030.00	$ 1,030.00
E-2C	WKLY SERVICE - ELECTRIC SUBSTATIONS: B, D, & PRKG FIELD#11	WK	30	$ 50.00	$ 1,500.00	$ 200.00	$ 6,000.00	$ 125.00	$ 3,750.00
E-3C	FALL CLEANING - ELECTRIC SUBSTATIONS: B, D, & PRKG FIELD#11	EA	1	$ 50.00	$ 50.00	$ 750.00	$ 750.00	$ 800.00	$ 800.00
LIB-1	SPRING CLEANUP - FREEPORT LIBRARY	EA	1	$ 450.00	$ 450.00	$ 600.00	$ 600.00	$ 1,650.00	$ 1,650.00
LIB-2	WKLY SERVICE - FREEPORT LIBRARY	WK	30	$ 110.00	$ 3,300.00	$ 200.00	$ 6,000.00	$ 331.66	$ 9,949.80
LIB-3	FALL CLEANUP - FREEPORT LIBRARY	EA	1	$ 1,850.00	$ 1,850.00	$ 500.00	$ 500.00	$ 1,400.00	$ 1,400.00
LIB-4	THATCHING - FREEPORT LIBRARY	EA	1	$ 500.00	$ 500.00	$ 300.00	$ 300.00	$ 250.00	$ 250.00
LIB-5	FERTILIZE GROUNDS - FREEPORT LIBRARY	EA	4	$ 200.00	$ 800.00	$ 125.00	$ 500.00	$ 150.00	$ 600.00
LIB-6	VETERANS DAY - FREEPORT LIBRARY	ONCE	1	$ 110.00	$ 110.00	$ 150.00	$ 150.00	$ 500.00	$ 500.00
LIB-7	MEMORIAL DAY - FREEPORT LIBRARY	ONCE	1	$ 200.00	$ 200.00	$ 100.00	$ 100.00	$ 450.00	$ 450.00
LIB-8A	WEED REMOVAL IN SHRUB AREAS - FREEPORT LIBRARY	EA	3	$ 150.00	$ 450.00	$ 75.00	$ 225.00	$ 250.00	$ 750.00
REC-1	SPRING CLEANUP - REC CENTER	EA	1	$ 1,500.00	$ 1,500.00	$ 650.00	$ 650.00	$ 6,190.00	$ 6,190.00
REC-2	WKLY SERVICE - REC CENTER	WK	30	$ 500.00	$ 15,000.00	$ 200.00	$ 6,000.00	$ 825.00	$ 24,750.00
REC-3	FALL CLEANUP - REC CENTER	EA	1	$ 2,500.00	$ 2,500.00	$ 350.00	$ 350.00	$ 8,000.00	$ 8,000.00
REC-4	THATCHING - REC CENTER	EA	1	$ 1,500.00	$ 1,500.00	$ 300.00	$ 300.00	$ 1,250.00	$ 1,250.00
REC-5	FERTILIZE GROUNDS - REC CENTER	EA	4	$ 750.00	$ 3,000.00	$ 150.00	$ 600.00	$ 390.00	$ 1,560.00
W-1A	SPRING CLEANUP - WELL #7	EA	1	$ 140.00	$ 140.00	$ 600.00	$ 600.00	$ 550.00	$ 550.00
W-2A	WKLY SERVICE - WELL #7	WK	30	$ 55.00	$ 1,650.00	$ 150.00	$ 4,500.00	$ 100.00	$ 3,000.00
W-3A	FALL CLEANUP - WELL #7	EA	1	$ 180.00	$ 180.00	$ 400.00	$ 400.00	$ 550.00	$ 550.00
W-1B	SPRING CLEANUP - WELL #9	EA	1	$ 190.00	$ 190.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
W-2B	WKLY SERVICE - WELL #9	WK	30	$ 72.00	$ 2,160.00	$ 100.00	$ 3,000.00	$ 125.00	$ 3,750.00
W-3B	FALL CLEANUP - WELL #9	EA	1	$ 830.00	$ 830.00	$ 600.00	$ 600.00	$ 1,000.00	$ 1,000.00
W-1C	SPRING CLEANUP - PRINCE AVE. WELL FIELD	EA	1	$ 975.00	$ 975.00	$ 2,500.00	$ 2,500.00	$ 1,750.00	$ 1,750.00
W-2C	WKLY SERVICE - PRINCE AVE. WELL FIELD	WK	30	$ 193.00	$ 5,790.00	$ 350.00	$ 10,500.00	$ 550.00	$ 16,500.00
W-3C	FALL CLEANUP - PRINCE AVE. WELL FIELD	EA	1	$ 3,650.00	$ 3,650.00	$ 3,000.00	$ 3,000.00	$ 5,500.00	$ 5,500.00
W-4C	INITIAL CLEARING PRINCE AVENUE WELL FIELD	EA	1	$ 850.00	$ 850.00	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00
W-1D	SPRING CLEANUP - NORTHEAST WELL FIELD	EA	1	$ 1,250.00	$ 1,250.00	$ 1,500.00	$ 1,500.00	$ 1,790.00	$ 1,790.00
W-2D	WKLY SERVICE - NORTHEAST WELL FIELD	WK	30	$ 222.00	$ 6,660.00	$ 300.00	$ 9,000.00	$ 425.00	$ 12,750.00
W-3D	FALL CLEANING - NORTHEAST WELL FIELD	EA	1	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 2,850.00	$ 2,850.00
ADD	ADDITIONAL WORKS NOT INCLUDED IN CONTRACT	LS	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
					$ 73,835.00		**$ 80,475.00**		**$ 131,919.60**

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

To: Mayor Robert T. Kennedy

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

Date: December 28, 2023

Re: 2023 ROAD RESURFACING PROJECT

Seventeen bids were picked up and seven bids were received on December 19, 2023 for the referenced project. The work involves the resurfacing of various streets and parking fields in the Village of Freeport. The project area includes the following streets:

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

The bids ranged from a high of $1,402,250.00 to the low bid of $966,800.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Partial funding will come from a $750,000 bond resolution approved by the Board of Trustees on July 12, 2021 and the balance from an anticipated bond resolution to be approved by the Board. The project is partially reimbursable with a Freeport Community Development grant and CHIPS funding.

The low bid was submitted by Stasi General Contracting, 422 Maple Avenue, Westbury, N.Y. 11590 in the amount of $966,800.00. We have checked their references and all appear to be in good order.

Accordingly, it is recommended that the contract, "**2023 ROAD RESURFACING PROJECT**" be awarded to the lowest responsible bidder, Stasi General Contracting, 422 Maple Avenue, Westbury, N.Y., in the amount of $966,800.00 total bid.

Approved as to form

Deputy Village Attorney

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

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

WHEREAS, on November 27, 2023, the Board authorized the Village Clerk to advertise a Notice to Bidders for the "2023 Road Resurfacing Project"; and

WHEREAS, seventeen (17) bids were picked up and seven (7) bids were received on December 19, 2023 for the referenced project; and

WHEREAS, the bids ranged from a high of $1,402,250.00 to a low bid of $966,800.00; and

WHEREAS, the lowest and responsible bidder was submitted by Stasi General Contracting, 422 Maple Avenue, Westbury, New York 11590, in the amount of $966,800.00; and

WHEREAS, the proposed roadways are as follows:

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

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

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

NOW THEREFORE BE IT RESOLVED, that 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 Road Resurfacing Project" to Stasi General Contracting, 422 Maple Avenue, Westbury, New York 11590, in the amount of $966,800.00.

The Clerk polled the Board as follows:

Approved as to form

Deputy Village Attorney

Deputy Mayor Ellerbe VOTING
Trustee Martinez VOTING

Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Mayor Kennedy	VOTING

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works November 28, 2023

FROM : Pamela Walsh Boening, Village Clerk

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

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

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

WHEREAS, the proposed roadways are as follows:

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Mayor and the Board hereby grant authorization to advertise a Notice to Bidders for the "2023 Road Resurfacing Project" in the Freeport Herald and other relevant publications on November 30, 2023 with specifications

available from December 4, 2023 through December 15, 2023 with a return date of December 19, 2023, with bids scheduled to be opened at 11:00 AM.

The Clerk polled the Board as follows:

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

---

cc:

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

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT: 2024 ROAD RESURFACING PROJECT

BID DATE: DECEMBER 19, 2023

				STASI GENERAL CONTRACTING 422 MAPLE AVENUE WESTBURY, NY 11590		MACEDO CONTRACTING PO BOX 64 RONKONKOMA, NY 11779	
ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
2X	UNCLASSIFIED EXCAVATION	CY	1,200	$ 15.00	$ 18,000.00	$ 65.00	$ 78,000.00
4AX	CEMENT CONRETE BREAKING	SY	1,000	$ 2.00	$ 2,000.00	$ 25.00	$ 25,000.00
15X	ALTER CATCH BASIN TOP	EA	2	$ 2,000.00	$ 4,000.00	$ 1,500.00	$ 3,000.00
16SS-1	CHANGE ELEVATION OF SANITARY SEWER MANHOLES (MINOR ADJ	EA	30	$ 250.00	$ 7,500.00	$ 500.00	$ 15,000.00
16SS-3	CHANGE ELEVATION OF DRAINAGE MANHOLES (MINOR ADJ.	EA	20	$ 250.00	$ 5,000.00	$ 500.00	$ 10,000.00
16SS-5	ADJUST WATER MAIN VALVE BOXES	EA	60	$ 120.00	$ 7,200.00	$ 200.00	$ 12,000.00
24X	CEMENT CONCRETE PAVEMENT	CY	250	$ 700.00	$ 175,000.00	$ 350.00	$ 87,500.00
26C	CEMENT CONCRETE CURB	LF	600	$ 35.00	$ 21,000.00	$ 28.00	$ 16,800.00
26SS	COMBINATION CONCRETE CURB AND GUTTER	LF	100	$ 40.00	$ 4,000.00	$ 32.00	$ 3,200.00
27	CEMENT CONCRETE SIDEWALK	SF	1,500	$ 10.00	$ 15,000.00	$ 8.00	$ 12,000.00
27DW	DETECTABLE WARNING SURFACE	SF	500	$ 30.00	$ 15,000.00	$ 10.00	$ 5,000.00
28X	CEMENT CONCRETE DRIVEWAYS AND DRIVEWAY APRONS	SF	1,000	$ 12.00	$ 12,000.00	$ 9.00	$ 9,000.00
36	ASPHALT PAVING (TRUING AND LEVELING)	TON	1,000	$ 100.00	$ 100,000.00	$ 100.00	$ 100,000.00
58SS-1	SAWCUTTING EXISTING CONCRETE PAVEMENT	LF	500	$ 2.00	$ 1,000.00	$ 2.00	$ 1,000.00
58SS-2	SAWCUTTING EXISTING ASPHALT PAVEMENT	LF	1,000	$ 2.00	$ 2,000.00	$ 2.00	$ 2,000.00
100	ASPHALT PAVING OVERLAY 1 1/2'	SF	270,000	$ 1.15	$ 310,500.00	$ 1.50	$ 405,000.00
101A	ASPHALT PAVING w/ STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND)	SF	7,500	$ 4.00	$ 30,000.00	$ 3.50	$ 26,250.00
101B	ASPHALT PAVING w/ ASPHALT BINDER BASE (2" ASPHALT TOP ON 8" ASPHALT BASE)	SF	1,000	$ 8.00	$ 8,000.00	$ 8.50	$ 8,500.00
102SS-C	MAINTENANCE AND PROTECTION OF TRAFFIC (REQUIREMENT C)	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
141	PAVEMENT STRIPING	LF	6,000	$ 2.00	$ 12,000.00	$ 1.00	$ 6,000.00
200SS-1	LAWN RESTORATION, TOPSOIL AND SEED	SY	100	$ 18.00	$ 1,800.00	$ 11.00	$ 1,100.00
398	DENSE GRADED AGGREGATE BASE	CY	100	$ 20.00	$ 2,000.00	$ 34.00	$ 3,400.00
422LX	REPLACE TRAFFIC LOOP DETECTOR	EA	10	$ 4,000.00	$ 40,000.00	$ 3,500.00	$ 35,000.00
517	COLD MILLING, SHAPING & REMOVAL OF BITUMINOUS PAVEMENT	SY	32,000	$ 4.65	$ 148,800.00	$ 4.50	$ 144,000.00
	TOTAL				$ 966,800.00		$ 1,033,750.00

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT:
2023 ROAD RESURFACING PROJECT

BID DATE: DECEMBER 19, 2023

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	ROAD WORK AHEAD 2180 KIRBY LANE SYOSSET, NY 11704 UNIT PRICE	TOTAL COST	METRO PAVING LLC. 500 PATTON AVENUE WEST BABYLON, NY 11704 UNIT PRICE	TOTAL COST
2X	UNCLASSIFIED EXCAVATION	CY	1,200	$ 45.00	$ 54,000.00	$ 62.00	$ 74,400.00
4AX	CEMENT CONRETE BREAKING	SY	1,000	$ 5.00	$ 5,000.00	$ 12.00	$ 12,000.00
15X	ALTER CATCH BASIN TOP	EA	2	$ 3,500.00	$ 7,000.00	$ 5,000.00	$ 10,000.00
16SS-1	CHANGE ELEVATION OF SANITARY SEWER MANHOLES (MINOR ADJ	EA	30	$ 500.00	$ 15,000.00	$ 250.00	$ 7,500.00
16SS-3	CHANGE ELEVATION OF DRAINAGE MANHOLES (MINOR ADJ.	EA	20	$ 500.00	$ 10,000.00	$ 500.00	$ 10,000.00
16SS-5	ADJUST WATER MAIN VALVE BOXES	EA	60	$ 80.00	$ 4,800.00	$ 30.00	$ 1,800.00
24X	CEMENT CONCRETE PAVEMENT	CY	250	$ 895.00	$ 223,750.00	$ 950.00	$ 237,500.00
26C	CEMENT CONCRETE CURB	LF	600	$ 33.00	$ 19,800.00	$ 45.00	$ 27,000.00
26SS	COMBINATION CONCRETE CURB AND GUTTER	LF	100	$ 39.00	$ 3,900.00	$ 55.00	$ 5,500.00
27	CEMENT CONCRETE SIDEWALK	SF	1,500	$ 11.00	$ 16,500.00	$ 15.00	$ 22,500.00
27DW	DETECTABLE WARNING SURFACE	SF	500	$ 29.00	$ 14,500.00	$ 30.00	$ 15,000.00
28X	CEMENT CONCRETE DRIVEWAYS AND DRIVEWAY APRONS	SF	1,000	$ 14.00	$ 14,000.00	$ 22.00	$ 22,000.00
36	ASPHALT PAVING (TRUING AND LEVELING)	TON	1,000	$ 96.00	$ 96,000.00	$ 88.00	$ 88,000.00
58SS-1	SAWCUTTING EXISTING CONCRETE PAVEMENT	LF	500	$ 5.00	$ 2,500.00	$ 4.00	$ 2,000.00
58SS-2	SAWCUTTING EXISTING ASPHALT PAVEMENT	LF	1,000	$ 5.00	$ 5,000.00	$ 1.00	$ 1,000.00
100	ASPHALT PAVING OVERLAY 1 1/2'	SF	270,000	$ 1.24	$ 334,800.00	$ 1.60	$ 432,000.00
101A	ASPHALT PAVING w/ STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND)	SF	7,500	$ 3.30	$ 24,750.00	$ 3.70	$ 27,750.00
101B	ASPHALT PAVING w/ ASPHALT BINDER BASE (2" ASPHALT TOP ON 8" ASPHALT BASE)	SF	1,000	$ 15.00	$ 15,000.00	$ 16.00	$ 16,000.00
102SS-C	MAINTENANCE AND PROTECTION OF TRAFFIC (REQUIREMENT C)	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
141	PAVEMENT STRIPING	LF	6,000	$ 2.00	$ 12,000.00	$ 1.00	$ 6,000.00
200SS-1	LAWN RESTORATION, TOPSOIL AND SEED	SY	100	$ 10.00	$ 1,000.00	$ 20.00	$ 2,000.00
398	DENSE GRADED AGGREGATE BASE	CY	100	$ 35.00	$ 3,500.00	$ 30.00	$ 3,000.00

422LX	REPLACE TRAFFIC LOOP DETECTOR	EA	10	$ 2,700.00	$ 27,000.00	$ 1,200.00	$ 12,000.00
517	COLD MILLING, SHAPING & REMOVAL OF BITUMINOUS PAVEMENT	SY	32,000	$ 5.15	$ 164,800.00	$ 3.50	$ 112,000.00
	TOTAL				$ 1,099,600.00		$ 1,171,950.00

2022 ROAD RESURFACING PROJECT

BID DATE: OCTOBER 25, 2022

	ROSEMAR CONTRACTING	STASI INDUSTRIES INC
	PO BOX 16 PATCHOGUE, NY 11772	303 WINDING ROAD OLD BETHPAGE, NY 11804

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
2X	UNCLASSIFIED EXCAVATION	CY	1,200	$ 90.00	$ 108,000.00	$ 50.00	$ 60,000.00
4AX	CEMENT CONRETE BREAKING	SY	1,000	$ 8.00	$ 8,000.00	$ 20.00	$ 20,000.00
15X	ALTER CATCH BASIN TOP	EA	2	$ 2,000.00	$ 4,000.00	$ 3,250.00	$ 6,500.00
16SS-1	CHANGE ELEVATION OF SANITARY SEWER MANHOLES (MINOR ADJ	EA	30	$ 700.00	$ 21,000.00	$ 300.00	$ 9,000.00
16SS-3	CHANGE ELEVATION OF DRAINAGE MANHOLES (MINOR ADJ.	EA	20	$ 700.00	$ 14,000.00	$ 300.00	$ 6,000.00
16SS-5	ADJUST WATER MAIN VALVE BOXES	EA	60	$ 100.00	$ 6,000.00	$ 250.00	$ 15,000.00
24X	CEMENT CONCRETE PAVEMENT	CY	250	$ 850.00	$ 212,500.00	$ 749.00	$ 187,250.00
26C	CEMENT CONCRETE CURB	LF	600	$ 60.00	$ 36,000.00	$ 40.00	$ 24,000.00
26SS	COMBINATION CONCRETE CURB AND GUTTER	LF	100	$ 70.00	$ 7,000.00	$ 46.00	$ 4,600.00
27	CEMENT CONCRETE SIDEWALK	SF	1,500	$ 17.00	$ 25,500.00	$ 12.00	$ 18,000.00
27DW	DETECTABLE WARNING SURFACE	SF	500	$ 50.00	$ 25,000.00	$ 50.00	$ 25,000.00
28X	CEMENT CONCRETE DRIVEWAYS AND DRIVEWAY APRONS	SF	1,000	$ 23.00	$ 23,000.00	$ 15.00	$ 15,000.00
36	ASPHALT PAVING (TRUING AND LEVELING)	TON	1,000	$ 125.00	$ 125,000.00	$ 139.00	$ 139,000.00
58SS-1	SAWCUTTING EXISTING CONCRETE PAVEMENT	LF	500	$ 5.00	$ 2,500.00	$ 2.00	$ 1,000.00
58SS-2	SAWCUTTING EXISTING ASPHALT PAVEMENT	LF	1,000	$ 2.50	$ 2,500.00	$ 2.00	$ 2,000.00
100	ASPHALT PAVING OVERLAY 1 1/2'	SF	270,000	$ 1.55	$ 418,500.00	$ 2.00	$ 540,000.00
101A	ASPHALT PAVING w/ STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND)	SF	7,500	$ 10.00	$ 75,000.00	$ 3.50	$ 26,250.00
101B	ASPHALT PAVING w/ ASPHALT BINDER BASE (2" ASPHALT TOP ON 8" ASPHALT BASE)	SF	1,000	$ 18.00	$ 18,000.00	$ 15.00	$ 15,000.00
102SS-C	MAINTENANCE AND PROTECTION OF TRAFFIC (REQUIREMENT C)	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
141	PAVEMENT STRIPING	LF	6,000	$ 1.00	$ 6,000.00	$ 2.00	$ 12,000.00
200SS-1	LAWN RESTORATION, TOPSOIL AND SEED	SY	100	$ 25.00	$ 2,500.00	$ 8.00	$ 800.00
398	DENSE GRADED AGGREGATE BASE	CY	100	$ 70.00	$ 7,000.00	$ 45.00	$ 4,500.00

422LX	REPLACE TRAFFIC LOOP DETECTOR	EA	10	$ 3,500.00	$ 35,000.00	$ 2,400.00	$ 24,000.00
517	COLD MILLING, SHAPING & REMOVAL OF BITUMINOUS PAVEMENT	SY	32,000	$ 2.75	$ 88,000.00	$ 5.50	$ 176,000.00
	TOTAL				$ 1,295,000.00		$ 1,355,900.00

2022 ROAD RESURFACING PROJECT

BID DATE: OCTOBER 25, 2022

POSILLICO

1750 NEW HIGHWAY
FARMINGDALE, NY 11735

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
2X	UNCLASSIFIED EXCAVATION	CY	1,200	$ 55.00	$ 66,000.00	-	-
4AX	CEMENT CONRETE BREAKING	SY	1,000	$ 10.00	$ 10,000.00	-	-
15X	ALTER CATCH BASIN TOP	EA	2	$ 3,000.00	$ 6,000.00	-	-
16SS-1	CHANGE ELEVATION OF SANITARY SEWER MANHOLES (MINOR ADJ	EA	30	$ 225.00	$ 6,750.00	-	-
16SS-3	CHANGE ELEVATION OF DRAINAGE MANHOLES (MINOR ADJ.	EA	20	$ 300.00	$ 6,000.00	-	-
16SS-5	ADJUST WATER MAIN VALVE BOXES	EA	60	$ 100.00	$ 6,000.00	-	-
24X	CEMENT CONCRETE PAVEMENT	CY	250	$ 1,000.00	$ 250,000.00	-	-
26C	CEMENT CONCRETE CURB	LF	600	$ 70.00	$ 42,000.00	-	-
26SS	COMBINATION CONCRETE CURB AND GUTTER	LF	100	$ 85.00	$ 8,500.00	-	-
27	CEMENT CONCRETE SIDEWALK	SF	1,500	$ 9.00	$ 13,500.00	-	-
27DW	DETECTABLE WARNING SURFACE	SF	500	$ 20.00	$ 10,000.00	-	-
28X	CEMENT CONCRETE DRIVEWAYS AND DRIVEWAY APRONS	SF	1,000	$ 20.00	$ 20,000.00	-	-
36	ASPHALT PAVING (TRUING AND LEVELING)	TON	1,000	$ 140.00	$ 140,000.00	-	-
58SS-1	SAWCUTTING EXISTING CONCRETE PAVEMENT	LF	500	$ 10.00	$ 5,000.00	-	-
58SS-2	SAWCUTTING EXISTING ASPHALT PAVEMENT	LF	1,000	$ 3.00	$ 3,000.00	-	-
100	ASPHALT PAVING OVERLAY 1 1/2'	SF	270,000	$ 1.75	$ 472,500.00	-	-
101A	ASPHALT PAVING w/ STONE BLEND BASE (2" ASPHALT ON 6" STONE BLEND)	SF	7,500	$ 10.00	$ 75,000.00	-	-
101B	ASPHALT PAVING w/ ASPHALT BINDER BASE (2" ASPHALT TOP ON 8" ASPHALT BASE)	SF	1,000	$ 50.00	$ 50,000.00	-	-
102SS-C	MAINTENANCE AND PROTECTION OF TRAFFIC (REQUIREMENT C)	LS	1	$ 25,000.00	$ 25,000.00	-	-
141	PAVEMENT STRIPING	LF	6,000	$ 4.00	$ 24,000.00	-	-
200SS-1	LAWN RESTORATION, TOPSOIL AND SEED	SY	100	$ 15.00	$ 1,500.00	-	-
398	DENSE GRADED AGGREGATE BASE	CY	100	$ 25.00	$ 2,500.00	-	-

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

To: Mayor Robert T. Kennedy

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

Date: December 29, 2023

Re: 2024 SUPPLY OF AUTO PARTS

Sixteen bids were distributed and two bids were received on December 19, 2023 for the referenced purchase contract. This contract provides for the purchase of various auto parts for Village of Freeport vehicles.

We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this purchase contract will come out of the annual fiscal budget for the Village Garage, budget line A164004 540400 - MAINTENANCE OF VEHICLES.

The contract will be for a term of one year beginning March 1, 2024, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

Advance Auto Parts, 4200 Six Forks, Raleigh, N.C. 27609 was the low bidder for all items in the contract in the amount of $63,950.00. We have checked the low bidder's references and all appear to be in good order.

Accordingly, it is recommended that the purchase contract, **2024 SUPPLY OF AUTO PARTS,** be awarded to the lowest responsible bidder,

Advance Auto Parts
4200 Six Forks
Raleigh, N.C. 27609

in the amount of $63,950.00 for this contract total bid.

Approved as to form

Deputy Village Attorney

Robert R. Fisenne, P.E.

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

WHEREAS, on November 27, 2023, the Board authorized the Village Clerk to advertise a Notice to Bidders for the "2024 Supply of Auto Parts"; and

WHEREAS, sixteen (16) bids were distributed and two (2) bids were received on December 19, 2023, for the referenced purchase contract; and

WHEREAS, the lowest bidder was submitted by Advance Auto Parts, 4200 Six Forks, Raleigh, North Carolina 27609, in the amount of $63,950.00; and

WHEREAS, this contract will have a term of one year beginning March 1, 2024 and ending February 28, 2025 with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, funding for this purchase contract will come out of the annual fiscal budget for the Village Garage, budget line A164004 540400 - MAINTENANCE OF VEHICLES; 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 "2024 Supply of Auto Parts" to Advance Auto Parts, 4200 Six Forks, Raleigh, North Carolina 27609, in the amount of $63,950.00, for a term of one year beginning March 1, 2024 and ending February 28, 2025, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Robert R. Fisenne, Superintendent of Public Works November 28, 2023

FROM: Pamela Walsh Boening, Village Clerk

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

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

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

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

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

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

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

The Clerk polled the Board as follows:

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

cc:

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

INCORPORATED VILLAGE OF FREEPORT
ENGINEERING DIVISION

PROJECT 2024 SUPPLY OF AUTO PARTS

BID
DATE: December 19, 2023

				ADVANCE AUTO PARTS 4200 SIX FORKS ROAD RALEIGH, NC 27609		PARTS AUTHORITY 3 DAKOTA DRIVE SUITE 110 NEW HYDE PARK, NY 11042	
ITEM NO.	DESCRIPTION	UNITS	BID	UNIT DISCOUNT	TOTAL COST	UNIT DISCOUNT	TOTAL COST
1	FILTERS (OIL, AIR, FUEL) WIX					31.00%	$8,970.00
1A	FILTERS (OIL, AIR, FUEL) ALTERNATE MANUFACTURER			65.00%	$8,450.00		
2	BRAKE PARTS WAGNER HY 1304						
2A	BRAKE PARTS ALTERNATE MANUFACTURER			50.00%	$10,000.00	43.00%	$11,400.00
3	ELECTRIC WIRING STANDARD SMPW					31.00%	$6,210.00
3A	ELECTRIC WIRING ALTERNATE MANUFACTURER			50.00%	$4,500.00		
4	SHOCK ABSORBERS MONROE CBS-0108-J			50.00%	$3,500.00	32.00%	$4,760.00
4A	SHOCK ABSORBERS ALTERNATE MANUFACTURER						
5	MIRRORS & LAMPS TRUCKLINE					26.00%	$2,590.00
5A	MIRRORS AND LAMP'S ALTERNATE MANUFACTURER			50.00%	$1,750.00		
6	BELTS AND HOSES GATES 432-0900			50.00%	$2,500.00	25.00%	$3,750.00
6A	BELTS AND HOSES ALTERNATE MANUFACTURER						
7	WINDSHIELD WIPER PRODUCTS ANCO ANCONA 32408					39.00%	$3,050.00
7A	WINDSHIELD WIPER PRODUCTS ALTERNATE MANUFACTURER			50.00%	$2,500.00		
8	FUEL PUMPS (NEW) AIRTEX AIRFPNA 122107						
8A	FUEL PUMPS ALTERNATE MANUFACTURER			50.00%	$3,000.00	38.00%	$3,720.00
9	EXHAUST EQUIPMENT WALKER 108 BLUE			50.00%	$2,500.00	35.00%	$3,250.00
9A	EXHAUST EQUIPMENT ALTERNATE MANUFACTURER						
10	IGNITION EQUIPMENT STANDARD STEN10094PL					33.00%	$3,350.00
10A	IGNITION EQUIPMENT ALTERNATE MANUFACTURER			50.00%	$ 2,500.00		
11	STARTERS AND ALTERNATORS (REBUILT) CON REL BLUE						
11A	STARTERS & ALTERNATORS (REBUILT)			50.00%	$5,000.00	44.00%	$5,600.00
12	SEALS NATIONAL 440-SB			50.00%	$ 750.00		
12A	SEALS NATIONAL ALTERNATE MANUFACTURER					30.00%	$1,050.00
13	GASKETS FEL PRO-700			50.00%	$ 500.00	46.00%	$ 540.00
13A	GASKETS ALTERNATE MANUFACTURER						
14	BEARINGS, BALL & ROLLE NATIONAL 440SB						
14A	BEARINGS, BALL & ROLLE ALTERNATE MANUFACTURER			50.00%	$2,500.00	30.00%	$3,500.00
15	CHASSIS PARTS MOOG 3450			50.00%	$ 5,500.00	44.00%	$ 6,160.00
15A	CHASSIS PARTS ALTERNATE MANUFACTURER						
16	UNIVERSAL JOINTS PRECISION PREUJTNA 40108						
16A	UNIVERSAL JOINTS ALTERNATE MANUFACTURER			50.00%	$ 1,000.00	44.00%	$ 1,120.00
17	AUTOMOTIVE LIGHTING WAGNER LIG						
17A	AUTOMOTIVE LIGHTING ALTERNATE MANUFACTURER			50.00%	$ 7,500.00	50.00%	$ 7,500.00
TOTALS					$63,950.00		$76,520.00

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

TO: Robert T. Kennedy, Mayor

FROM: Howard E. Colton, Village Attorney

DATE: December 19, 2023

RE: Renewal of Bond Counsel – Hawkins Delafield & Wood LLP

At the February 26, 2018 Board meeting, the Request for Proposals for Bond Counsel was awarded to Hawkins, Delafield & Wood LLP, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007, for an initial term of 3 years. Their fees were the lowest of all the firms that responded to the request for proposals. During negotiations, they agreed to waive the fee for review of Official Statements and stipulated that they will keep their costs frozen for the entire length of the contract with the Village. As this is a professional services contract, it is not necessary to re-bid this contract at this time, and it can be renewed for additional terms. As such, this contract was renewed for the 2023/24 fiscal year. I am requesting that the contract for Bond Counsel with Hawkins, Delafield & Wood, LLP be renewed for an additional one year term, running from March 1, 2024 through February 28, 2025 with no changes in costs from the previous term. Based on prior years of billing, the anticipated cost will not exceed $30,000. I have attached the Letter of Engagement for your review.

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

Howard Colton
Village Attorney
By: Jennifer Ungar
Deputy Village Attorney

Approved as to form

Deputy Village Attorney

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

WHEREAS, at the February 26, 2018, the Board awarded the contract for Bond Counsel services to Hawkins Delafield & Wood, LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 for a three year term ending February 28, 2021 and subsequently renewed for three additional years through February 29, 2024; and

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

WHEREAS, in the initial negotiations when awarding this contract, Hawkins Delafield & Wood agreed to waive the cost for review of Official Statements and agreed to keep their costs frozen for the entire length of the contract with the Village; and

WHEREAS, it is proposed that this contract be renewed for an additional term running from March 1, 2024 through February 28, 2025 with no increase in fees; and

WHEREAS, the proposal offers a BAN fee of $1,250.00 plus $.45 per one thousand dollars for an additional amount of $2,250 with a resolution cost of $250.00 per note, a total cost of $3,750.00 for a $5,000,000 BAN; and

WHEREAS, for Bonds, the fee amounts to $6,750.00 plus $250.00 for a total of $7,000.00 per issuance of a $5,000,000 bond; and

WHEREAS, any hourly fees, if required, could be a flat rate of $195.00 per hour; and

NOW THEREFORE BE IT RESOLVED, that the Board approve and the Mayor be authorized to sign any paperwork necessary renew the contract with Hawkins Delafield & Wood LLP 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 for a one year term running from March 1, 2024 through February 28, 2025, at the prices outlined hereinabove (no increase from the previous term of the contract) not-to-exceed $30,000.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

Hawkins
DELAFIELD & WOOD LLP

PHONE: 212-820-9300
FAX: 212-514-8425

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR
RALEIGH

(212) 820-9662

December 18, 2023

VILLAGE OF FREEPORT, NEW YORK
(Our File No.: 7673/46622)

Hon. Robert T. Kennedy
Mayor
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Dear Mayor Kennedy:

Pursuant to the request of the Village, we submit this letter providing for the terms of our engagement as bond counsel to the Village of Freeport, New York (the "Village"). If the Village is in agreement, please sign or arrange for any other appropriate officer of the Village to sign a copy of this letter in the space provided. We are available to answer any questions you may have concerning this letter, or any modifications you may wish to suggest. We are pleased to have the opportunity to serve the Village.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the Village of Freeport, New York. We will be engaged hereunder to render legal advice to the Village as its bond counsel in connection with the issuance of the bonds or notes of the Village pursuant to the New York Local Finance Law and/or other applicable statutes and law (bonds and notes of the Village being referred to herein collectively as "Obligations"). Our primary responsibility as Bond Counsel to the Village will be to render an opinion (the "Opinion"), subject to the completion of proceedings to our satisfaction, regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, excludability of interest on the Obligations from gross income for federal and state income tax purposes.

A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render the Opinion. However, in the process of reaching the point at which we have prepared such a record, we expect to be called upon to perform a number of related functions, including the following:

(a) Participation in discussions and conferences with representatives of the Village, regarding the Village's financing program and requirements;

(b) Preparation of all financing authorization documents, including bond and note resolutions;

(c) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including federal arbitrage regulations and private activity restrictions and attending to all necessary Internal Revenue Service reporting requirements (but not including preparation of arbitrage rebate and similar reports, which would be billed separately, if requested);

(d) Participation in conferences and telephone conversations with representatives of the Village and the Village's financial advisor in scheduling and structuring each bond and note financing;

(e) Assistance in drafting and review of bond purchase agreements, if applicable, and other forms and underlying documentation relating to the financing;

(f) Review of certain sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Obligations; however, unless provided for and agreed to in a separate agreement, we will not act as disclosure counsel to the Village and therefore will not have any responsibility to assist in the preparation of the official statement or advise with respect to compliance with state and federal securities law, other than with respect to the execution and delivery of the appropriate agreement or undertaking regarding continuing disclosure;

(g) Preparation of continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;

(h) Consultation with the Village, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;

(i) Preparation, drafting and review of closing papers;

(j) Review of municipal bond insurance policies and related documents provided by the bond insurer, in the event a bond or note issue is insured;

(k) Delivery of securities to The Depository Trust Company in New York City to be held in escrow until the closing;

(l) Rendering of our final approving legal opinion with respect to each financing; and

(m) General communication with the Village throughout the course of each financial transaction and at other times.

Our Opinion will be addressed to the Village and will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing").

The Opinion will be based on facts and law existing as of its date. In rendering our Opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the Village, any credit enhancer of or liquidity provider for the Obligations, and the purchasers or underwriters of the Obligations, the trustee for the Obligations, if any, and other persons, furnished to us without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the Village and all other participants in the transaction with applicable laws relating to the Obligations. During the course of this engagement, we will rely on the Village to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that the Village will direct members of its staff and other employees to cooperate with us in this regard. In rendering our Opinion, we are entitled to expressly rely upon the Village's other counsel as to the issuance: (i) not constituting, creating or being in default in the performance of the Village's other outstanding contractual duties and obligations, (ii) not being in contravention of any legislative and regulatory provision that is outside the scope of the Opinion, and (iii) not creating any non-compliance with any outstanding judicial or administrative order or decree. Our duties in this engagement are limited to those expressly set forth above.

Unless agreed to in advance by the Village as services to be provided on an hourly basis, as discussed in Exhibit A, our duties do not include, among other things:

(i) Except as described in paragraphs (f) and (g) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(ii) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission;

(iii) Preparing blue sky or investment surveys with respect to the Obligations.

(iv) Drafting state constitutional or legislative amendments;

(v) Pursuing test cases or other litigation such as contested validation proceedings;

(vi) Making an investigation or expressing any view as to the creditworthiness or financial strength of the Village or any other party or of the Obligations;

(vii) Responding to inquiries, information requests, investigations or other communications from the Internal Revenue Service, or the SEC or representing the Village in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations; and

(viii) Addressing any other matter not specifically set forth above that is not required to render our Opinion.

It is expressly agreed that the Village shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the Village no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto.

In delivering our Opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Village.

It is also expressly agreed that (i) our client for purposes of this representation is the Village and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the Village or in which the Village has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement*. Either the Village or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Village's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the Village in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents*. At the Village's request, its papers and property will be returned to it or delivered to successor counsel, as the Village may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters*. After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the Village during

the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.* Fees for our services in connection with this engagement shall be calculated as described in the attached Exhibit A. In addition to, and not in limitation of, any other rights, the Village may have a right to arbitrate fee disputes under applicable law, including Part 137 of Title 22 of the Codes, Rules and Regulations of the State of New York, to the extent applicable, a copy of which we will provide you upon request.

6. *Consent to Conflict; Non-reliance upon Hawkins Representations.* The firm from time to time has represented, currently represents, and may in the future represent, various underwriters or purchasers of municipal bonds in financings involving other issuers. The Village consents to the firm simultaneously representing such underwriters or purchasers and the Village. The Village acknowledges and agrees that it has not relied upon any firm representations or statements of any kind in deciding to give its consent. Instead, to the extent it has deemed it necessary, the Village has consulted with other independent counsel and it has exclusively relied upon such other counsel in deciding to consent.

7. *Attorney-Client Privilege.* In recent years, several courts have held that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The Village agrees that any communications between the lawyers and staff working on the Village of Freeport matters and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

8. *Client Responsibilities.* The Village agrees to cooperate fully with us and to provide promptly all information known or available to the Village relevant to our representation. The Village also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

9. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the Village. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,

Robert P. Smith

Robert P. Smith

Agreed and Accepted:

VILLAGE OF FREEPORT

By: _____

Title: _____

Date: _____

Approved as to form

Deputy Village Attorney

Exhibit A

Bonds

Our fee relating to a publicly sold serial bond issue would include a base charge of $1,750 for the preparation of proceedings relating to the sale and issuance of the bonds. In addition, we would charge a bond issuance fee of:

$.90 per $1,000 for the first $5,000,000 financed

$.75 per $1,000 for the next $5,000,000 financed

$.65 per $1,000 thereafter.

Notes

Our fee for publicly sold note issues, including bond anticipation notes, tax anticipation notes, revenue anticipation notes, capital notes, budget notes and deficiency notes, whether original or renewal issues, or issues which combine new obligations with renewal obligations, would include a base charge of $1,500, plus a fee of:

$ .55 per $1,000 for the first $5,000,000 financed

$ .40 per $1,000 for the next $5,000,000 financed

$ .35 per $1,000 thereafter.

Bond Resolution Preparation Fees

Our fee for the preparation of bond resolutions is $300 per bond resolution. Such fee would generally be billed together with our fees for the initial serial bonds or bond anticipation notes issued pursuant to such bond resolution(s).

Refunding Bonds and Other Issues Sold by Negotiated Sale

Due to many variables involved with refunding bond issues (whether sold by competitive or negotiated sale) and other bond and note issues which may be sold by negotiated sale (e.g., issues not subject to public sale requirements), we would propose that the fees for such issues be mutually agreed upon on a per-transaction basis, based on the nature and complexity of the financing, prior to commencing work on any such particular transaction.

Disclosure Review

In the event that an Official Statement or other disclosure document is prepared and circulated in connection with a particular issuance of bonds or notes, we would ask to be compensated in the amount of $1,000 for our review of such disclosure document.

Hourly Fees

In the normal course, we would not expect to bill the Village for any additional hourly time. However, the scope of bond counsel services required in connection with a particular financing sometimes requires additional services. In such event, we would propose to charge a fee of $195 per hour for attorney time spent on unusual matters, other than those expected to be encountered in the usual course of a bond or note issue. If circumstances dictate that a different rate (lower or higher) be used, we would discuss an alternate rate with the Village prior to commencing work.

If the Village should request specialized federal securities law or tax law services, including services relating to the preparation of arbitrage rebate reports or related work, or services relating to IRS or SEC audits or inquiries, we would propose charging for our services in accordance with our usual fee schedule for these specific services but we would discuss the specific fees with the Village prior to the commencement of any work.

Incidental Expenses

In addition to the aforesaid fees, we generally bill for our out-of-pocket disbursements, including the following specific items: telephone tolls, postage, duplication of documents, postage, overnight delivery and word processing. The aggregate amount of disbursements is usually nominal, but not subject to precise statement in advance. We would agree to limit our out-of-pocket disbursements to a maximum of $150 for bond issues and $75 for note issues.

Billing Procedure

With respect to bond and note issues, it is our practice to submit a bill within two to four weeks following a closing. Unless otherwise requested by our clients, our statements identify the pertinent financing, state the fee, and enumerate by general category the total amount of disbursements.

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

TO: Robert T. Kennedy, Mayor

FROM: Howard E. Colton, Village Attorney

DATE: December 21, 2023

RE: Arbitrage Rebate Services – Hawkins Delafield & Wood LLP

The Village is in need of arbitrage rebate services. Hawkins, Delafield & Wood LLP, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007 has extensive experience in providing arbitrage services. They have been providing arbitrage services since 1982 when arbitrage rebate requirements first became applicable to certain tax-exempt bonds. They have a separate in-house arbitrage compliance group with extensive training in the financial analyses necessary to prepare arbitrage compliance reports.

As a local government, the Village issues tax-exempt bonds and notes to finance capital projects. Under applicable federal tax law, the proceeds of each borrowing must be spent within certain time periods. If the proceeds are spent within the applicable period, the Village can keep the investment earnings associated with such borrowings. Hawkins will be reviewing the Village's investment and expenditure records related to its capital projects to determine whether the bond and note proceeds were spent in accordance with applicable federal tax laws.

The fees proposed per bond issue are $1,500 for the annual arbitrage compliance report fee (covering a period of up to one year) and $500/year for extended computation periods fee. Extraordinary services fees (related to IRS audit, examination or refund claims) will be charged at customary rates, and will not be rendered unless specifically requested and approved by the Village.

As this is a professional services contract, it is not necessary to bid this contract. I am requesting that the Village enter into an agreement retroactive to October 25, 2023 and ending on February 28, 2025.

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

Howard E. Colton
Village Attorney

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

TO: Robert T. Kennedy, Mayor

FROM: Howard E. Colton, Village Attorney

DATE: December 21, 2023

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As this is a professional services contract, it is not necessary to bid this contract. I am requesting that the Village enter into an agreement retroactive to October 25, 2023 and ending on February 28, 2025.

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

Howard E. Colton
Village Attorney

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

WHEREAS, the Village is in need of arbitrage rebate services for tax-exempt bonds and notes to finance capital projects; 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, Hawkins Delafield & Wood, LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, possesses those certain skills, knowledge, and expertise of a specialized nature in the field of financial analyses and federal tax laws; and

WHEREAS, the fees proposed per bond issue are $1,500 for the annual arbitrage compliance report fee (covering a period of up to one year) and $500/year for extended computation periods fee; extraordinary services fees (related to IRS audit, examination or refund claims) will be charged at customary rates, and will not be rendered unless specifically requested and approved by the Village.; and

WHEREAS, the Village Attorney is requesting Board approval for the Village to enter into an agreement retroactive to October 25, 2023 and ending on February 28, 2025; and

NOW THEREFORE BE IT RESOLVED, that based on the recommendation of the Village Attorney, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a professional services contract with Hawkins Delafield & Wood LLP 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, retroactive to October 25, 2023 and ending on February 28, 2025, at the fees outlined hereinabove.

The Clerk polled the Board as follows:

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

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

WHEREAS, the Village is in need of arbitrage rebate services for tax-exempt bonds and notes to finance capital projects; 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, Hawkins Delafield & Wood, LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, possesses those certain skills, knowledge, and expertise of a specialized nature in the field of financial analyses and federal tax laws; and

WHEREAS, the fees proposed per bond issue are $1,500 for the annual arbitrage compliance report fee (covering a period of up to one year) and $500/year for extended computation periods fee; extraordinary services fees (related to IRS audit, examination or refund claims) will be charged at customary rates, and will not be rendered unless specifically requested and approved by the Village.; and

WHEREAS, the Village Attorney is requesting Board approval for the Village to enter into an agreement retroactive to October 25, 2023 and ending on February 28, 2025; and

NOW THEREFORE BE IT RESOLVED, that based on the recommendation of the Village Attorney, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a professional services contract with Hawkins Delafield & Wood LLP 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, retroactive to October 25, 2023 and ending on February 28, 2025, at the fees outlined hereinabove.

The Clerk polled the Board as follows:

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

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

TO: Robert T. Kennedy, Mayor

FROM: Howard E. Colton, Village Attorney

DATE: December 28, 2023

RE: Lease agreement Stoler Automotive New York Inc. D/B/A Lexus of Freeport

Our office is requesting that the Village Board retroactively approve the attached agreement to lease space at the property located at 223 East Sunrise Highway, Freeport, New York. Stoler Automotive New York Inc. D/B/A Lexus of Freeport place of business is 70 West Sunrise Highway, Freeport, NY

The lessee will pay the Village of Freeport $5,000 per month for 10,000 square foot of land to be used for storage of vehicles.

The Lessee shall pay an additional $10.00 per square foot for any space used over 10,000 square feet.

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

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

Approved as to form
Deputy Village Attorney

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

WHEREAS, the Village Attorney is requesting that the Village Board retroactively approve the agreement to lease space at the property located at 223 East Sunrise Highway, Freeport, New York; and

WHEREAS, Stoler Automotive New York Inc. D/B/A Lexus of Freeport place of business is 70 West Sunrise Highway, Freeport, New York 11520, the lessee, will pay the Village of Freeport $5,000 per month for 10,000 square foot of land to be used for storage of towed vehicles; and

WHEREAS, the Lessee shall pay an additional $10.00 per square foot for any space used over 10,000 square feet; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Attorney, the Board approve and the Mayor be and hereby is authorized to execute a lease agreement with Stoler Automotive New York Inc. D/B/A Lexus of Freeport, 70 West Sunrise Highway, Freeport, New York 11520, on a month-to-month basis for the cost of $5,000 per month retroactive to December 1, 2023.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

LEASE AGREEMENT

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

Landlord, Village of Freeport shall be referred to as "OWNER" and Tenant(s) Stoler Automotive New York Inc. D/B/A Lexus of Freeport., shall be referred to as "OCCUPANT."

As consideration for this agreement, OWNER agrees to rent/lease to OCCUPANT and OCCUPANT agrees to rent/lease from OWNER for use solely as a storage of vehicles ~~1,500~~ 10,000 square feet of the premises located at 223 East Sunrise Highway in the Village of Freeport, NY 11520. The part of the lot that is being rented by the OCCUPANT shall be determined by the Freeport Superintendent of Public Works RL

1. **TERMS:** OCCUPANT agrees to pay in advance $5,000 per month on the 1st day of each month. Should the OCCUPANT exceed the 10,000 square foot allotted, without the OWNERS permission the OCCUPANT shall pay $10 per square foot of additional space used. Lease is a Month to Month tenancy.

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

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

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

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

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

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

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

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

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

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

10. **FENCE:** The OCCUPANT agrees to install a fence around the rental area designated by the Superintendent of Public Works

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

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

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

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

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

_____

MAYOR ROBERT T. KENNEDY VILLAGE OF FREEPORT

Date_____

_____

STOLER AUTOMOTIVE NEW YORK INC.

Date 12/21

Approved as to form

Deputy Village Attorney

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

TO: Robert T. Kennedy, Mayor

FROM: Howard Colton, Village Attorney

DATE: December 19, 2023

RE: **VTR Change Requested – Sunrise Highway**

Our office is requesting the following VTR change:

Sec. 41. **Parking prohibited at all times unless otherwise designated.**

REMOVE

Sunrise Highway, south side, beginning at a point 318 feet west of the westerly curbline of Henry Street for a distance of 84 feet in a westerly direction.

Sec. 46. **No stopping or standing any time unless otherwise indicated.**

ADD

Sunrise Highway, south side, beginning at a point 318 feet west of the westerly curbline of Henry Street for a distance of 84 feet in a westerly direction.

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

Howard Colton
Village Attorney

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

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCORPORATED VILLAGE OF FREEPORT, NEW YORK, that the VEHICLE AND TRAFFIC REGULATIONS Article III Parking Restrictions be amended as follows:

Sec. 41. Parking prohibited at all times unless otherwise designated.

REMOVE

Sunrise Highway, south side, beginning at a point 318 feet west of the westerly curbline of Henry Street for a distance of 84 feet in a westerly direction.

Sec. 46. No stopping or standing any time unless otherwise indicated.

ADD

Sunrise Highway, south side, beginning at a point 318 feet west of the westerly curbline of Henry Street for a distance of 84 feet in a westerly direction.

The Clerk polled the Board as follows:

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

This resolution was declared duly adopted on the 8th day of January, 2024.

Approved as to form

Deputy Village Attorney

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and,

WHEREAS, the proposed action is the issuance of bonds for the purpose of financing the construction of various improvements to the Freeport Armory, specifically the appropriation of $1,400,000.00 in bonds and authorizing the issuance of bonds in the principal amount of $1,400,000.00 to finance said appropriation; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.

2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.

3. The proposed action will not encourage or attract a large number of people.

4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.

5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.

6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.

7. The proposed action will not create a hazard to human health.

8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.

10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.

11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

From: Pamela Walsh Boening, Village Clerk

Date: December 28, 2023

Re: Miscellaneous Sidewalk Resolution

Location: Various

Contractor: Aventura Construction Corp. Total: $4,489.00

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

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

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

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

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

Sidewalk Survey # MSW 16-2023
Owner: **Funs & Warner Etal Mohan**
380 S. Main Street
Freeport, NY 11520
380 S. Main Street
Freeport, NY 11520
Sec, Blk., Lot (s): 62-050-146
Location: **380 S. Main Street**
Contractor: Aventura Construction Corp.
Charges: $3,381.00

***

Sidewalk Survey # MSW 472-2020

Owner: **Philip and Millicen Vollono**
101 W. Seaman Avenue
Freeport, NY 11520
101 W. Seaman Avenue
Freeport, NY 11520
Sec, Blk., Lot (s): 55-161-208

Location: **101 W. Seaman Avenue**

Contractor: Aventura Construction Corp.

Charges: $1,108.00

***

Pamela Walsh Boening

Pamela Walsh Boening, Village Clerk

aventura CONSTRUCTION CORP

1101 Waverly Avenue
Holtsville NY 11742

SERVICE INVOICE# 8687 72
Job # 1421

09-11

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

WO	Date	LOC	Owner /Address	REMOVAL & DISPOSAL CONC CURB	REMOVE& DISP EXIST CONC SW, HC RAMPS &/OR CONC APRONS	REMOVAL & DISPOSAL OF EXISTING GUTTER	INSTALL OF 4" THICK CONCRETE SIDEWALK	INSTALL 6" THICK CONC SW,DW APRONS,OR HANDICAP	INSTALLATION OF CONCRETE CURBING	INSTALL OF 1 FOOT WIDE CONCRETE GUTTER	INSTLL 2.5 FOOT WIDE CONCRETE GUTTER	INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	INSTALL MONOLITH CONCR CURB& 2.5' WIDE GUTTER	SC CONCR SW, APRONS, HC RAMPS, CURBS &/OR GUTTERS	RESET EXISTING BRICK PAVERS	PURCHASE & INSTALL BRICK PAVERS	ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8687	8/24/2023	72	380 S Main Street	14	169		95	74	14									3,381.00

Sales Tax 0.00
Amount Due 3,381.00

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Alan Luna, Department of Public Works

FROM: Samantha Hall, Deputy Registrar

DATE: June 22, 2023

RE: **Hazardous Sidewalk –380 S. Main Street (Atlantic Ave)**

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

380 S. Main Street (Atlantic Avenue)

Work Completed ✓ Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: Alan Luna.

Date: 12/14/23.

SIDEWALK INSPECTION FORM

DATE: 08/31/23

ADDRESS: 380 S Main Street

DATE INSPECTION REQUESTED: 08/31/23

INSPECTION REQUESTED BY: Clerk's Office

REASON FOR INSPECTION: Revised report from 03/11/23

INSPECTION REVEALED: Hazardous sections of sidewalk

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 4" SW 95 sf | 6" SW 74 sf

CURB TO BE REPLACED: 14 lf

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

DEBRIS IN STREET: -

OTHER: Revised report from 05/11/23

AREAS MARKED OUT FOR REPLACEMENT:

4" 23.75x4 6" 18.5x4 SAWCUTTING -

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

REVIEWED BY: [illegible] DATE 9/7/23

aventura

SERVICE INVOICE # #8329-11
JOB # 1421

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

WO	Date	Status		LOC	Owner /Address	LF 1.00 REMOVE & DISP CONC CURB	SF 1.00 REMOVE& DISP EXIST CONC SW, HC RAMPS &/OR CONC APRONS (4" PR 6" THICK)	LF 7.00 REMOVAL & DISP OF EXISTING GUTTER	SF 16.00 INSTALL OF 4" THICK CONC SW	SF 17.00 INSTALL 6" THICK CONC SW,DW APRONS O	LF 30.00 INSTALL OF CONC CURB	LF 32.00 INSTALL OF 1' WIDE CONC GUTTER	LF 35.00 INSTL 2.5' WIDE CONC GUTTER	LF 35.00 INSTALL MONOLITH CONC CURB&1' WIDE GUTTER	LF 40.00 INSTALL MONOLITH CONCR CURB& 2.5' WIDE GUTTER	LF 5.00 SC CONC SW, APR, HC RAM, CURBS/ GUTTERS	SF 2.00 RESET EXISTING BRICK PAVERS	SF 6.00 PURCH& INSTALL BRICK PAVERS	LS ###### ALLOWANCE FOR MISC MASONRY WORK	TOTAL
8629	6/9/2023	Completed	472-2020	11	101 W. Seaman Ave.		64		64							4				1,108.00

1,108.00

RECEIVED
DEC 28 2023
AUDITORS OFFICE
INC. VILLAGE OF FREEPORT

VILLAGE OF FREEPORT
INTER-OFFICE CORRESPONDENCE

TO: Robert Fisenne, Superintendent of DPW

FROM: Samantha Scalley, Deputy Registrar

DATE: November 16, 2023

RE: **Hazardous Sidewalk – 101 W Seaman Avenue**

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

101 W Seaman Avenue

Work Completed ✓ Work Not Completed _____ Unsatisfactory _____

Was inspected and found to be satisfactorily completed yes.

Was inspected and found to be unsatisfactory _____.

Comments: _____.

Signature: [illegible] _____.

Date: 12/13/23.

Cc: Pamela Walsh Boening, Alan Luna

SIDEWALK INSPECTION FORM

DATE: 12-07-20

ADDRESS: 101 W. SEAMAN AVENUE

DATE INSPECTION REQUESTED: 10-21-20

INSPECTION REQUESTED BY: CLERKS OFFICE

REASON FOR INSPECTION: ALLEGED HAZARDOUS CONDITIONS OF SIDEWALK

INSPECTION REVEALED: CRACKED/LIFTED SECTIONS OF SIDEWALK 4"60

TOTAL SQUARE FOOTAGE OF SIDEWALK TO BE REPLACED: 64 sq ft.

CURB TO BE REPLACED:

IF TREES ON PROPERTY, WHAT CONDITION ARE THEY IN:

DEBRIS IN STREET:

OTHER:

AREAS MARKED OUT FOR REPLACEMENT:

4" 12' x 4' 6" SAWCUTTING 4 LFT.

4' x 4'

DATE RETURNED TO SENDER:

INSPECTION PERFORMED BY:

Robert McCormick DATE 12-07-20

REVIEWED BY: DATE

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
VILLAGE COMPTROLLER'S OFFICE

TO: Mayor Robert T. Kennedy

FROM: Anthony N. Dalessio, CPA, Village Comptroller

DATE: December 13, 2023

RE: Request to Extend Personal Services Agreement
Government Finance services relating to Disaster Relief and Grant Opportunities

---

On May 7, 2021, Aaron Klein, independent contractor was awarded a Personal Services Agreement for the period March 1, 2021 to February 28, 2022 to provide government finance services relating to the COVID-19 Pandemic. This contract was renewed for the period March 1, 2022 to February 29, 2024.

Located at 761 Daniel Street, Valley Stream, NY 11581, Aaron Klein has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport, in particular government finance with relation to disaster relief and grant opportunities. Aaron Klein has proven to be a reliable vendor.

Under the past contract term, Aaron Klein provided services in assisting the Village in filing documentation with FEMA in relation to seeing reimbursement for the COVID-19 Pandemic. Additional and similar services will be needed for the Village. Account 364004 545700 or similar accounts will be charged.

At this time, I would like to request approval of the Agreement to begin on March 1, 2024 and expire no later than February 28, 2025 with no increase in the rate per hour of service.

Thank you.

Approved as to form

Deputy Village Attorney

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

WHEREAS, on May 10, 2021, the Board approved a personal services agreement with Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 retroactive from May 1, 2021 through February 28, 2022 at an hourly rate of $125.00; and on December 12, 2022, the Board approved to renew this contract retroactive to March 1, 2022 through February 28, 2024, with no increase in the rate per hour of service; and

WHEREAS, the Village of Freeport requires the processing of applications in particular government finance with relation to disaster relief and grant opportunities; and

WHEREAS, Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 possesses those certain skills, knowledge, and expertise of a specialized nature in the field of governmental finance; 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, funding for this service comes out of account A364004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, the Board approve and the Mayor be and hereby is authorized to approve a personal services agreement with Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 retroactive to March 1, 2024 through February 28, 2025, with no increase in the rate per hour of service.

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: Howard E. Colton, Village Attorney May 11, 2021

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 10, 2021:

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

WHEREAS, the Village of Freeport requires the processing of applications and other paperwork for the reimbursement of funds related to the COVID-19 pandemic; and

WHEREAS, Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 possesses those certain skills, knowledge, and expertise of a specialized nature in the field of governmental finance; 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, funding for this service comes out of account A364004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that upon the recommendation of the Village Attorney, the Mayor be and is hereby authorized to execute a personal services agreement with Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 retroactive from March 1, 2021 through February 28, 2022 at an hourly rate of $125.00.

The Clerk polled the Board as follows:

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

cc:

X	Auditor	X	Electric Utilities	X	Registrar
X	Assessor	X	Fire Dept.	X	Rec. Center
X	Attorney	X	File	X	Treasurer
X	Bldg. Dept.	X	Personnel	X	Dep. Treasurer
	Board & Comm.	X	Police Dept.	X	Dep. V. Clerk

DIRECTIVE

TO: Anthony N. Dalessio, Village Comptroller December 13, 2022

FROM : Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on May 10, 2021, the Board approved a personal services agreement with Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 retroactive from May 1, 2021 through February 28, 2022 at an hourly rate of $125.00; and

WHEREAS, the Village of Freeport requires the processing of applications and other paperwork for the reimbursement of funds related to the COVID-19 pandemic; and

WHEREAS, Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 possesses those certain skills, knowledge, and expertise of a specialized nature in the field of governmental finance; 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, funding for this service comes out of account A364004 545700 (Non-Employee Salaries); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, Board approve and the Mayor be and is hereby authorized to approve a personal services agreement with Aaron Klein, 761 Daniel Street, Valley Stream, New York, 11581 retroactive to March 1, 2022 through February 28, 2024, with no increase in the rate per hour of service.

The Clerk polled the Board as follows:

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

cc:

X Auditor X Electric Utilities X Registrar

PERSONAL SERVICES AGREEMENT

by and between

INCORPORATED VILLAGE OF FREEPORT

and

AARON KLEIN

March 1, 2024 – February 28, 2025

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

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between the Incorporated Village of Freeport, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York, 11520 (hereinafter referred to as "IVF"), and Aaron Klein with offices located at 761 Daniel Street, Valley Stream, New York 11581 (hereinafter referred to as "Klein"):

WITNESSETH:

WHEREAS, Klein, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport from time to time, in particular government finance with relation to applications for government or municipality dealing with disaster relief and grant opportunities;

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

TERMS AND CONDITIONS

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

1. Employment.

IVF hereby employs Klein as an independent contractor, and Klein hereby accepts employment upon the terms and conditions hereinafter set forth.

2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2024 and shall terminate on February 28, 2025. IVF reserves the right to terminate this agreement upon thirty (30) days written notice to Klein.

3. Compensation.

For all services rendered by Klein under this Agreement, the IVF shall be billed on a monthly basis in $125.00 per hour increments, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by Klein and submitted to the Village Comptroller for processing.

4. Duties

Klein shall provide the following services to IVF:

Klein shall in coordination with the Mayor of the Village of Freeport or his designated representative prepare applications from any government or municipality or any funding made available due to disaster relief and for grant opportunities.

5. Extent of Services.

Klein shall devote such time, attention and energies to the IVF as is required. Klein shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage.

6. No Participation.

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

7. Death or Disability.

If due to disability or prolonged illness (more than 30 consecutive days) Klein is unable to perform the services required hereunder, IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to Klein.

8. Assignment.

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

9. 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 as may be designated in writing by one party to the other):

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

Aaron Klein
761 Daniel Street
Valley Stream, New York 11581

10. Entire Agreement and Waiver.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other

understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement", whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Conflicts of Interest

This agreement is subject to the terms of Article 18 of the General Municipal Law for the State of New York and Klein hereby affirmatively states that no prohibited conflict of interest is created by virtue of this agreement.

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

INCORPORATED VILLAGE OF FREEPORT

By:_____

ROBERT T. KENNEDY, MAYOR

_____

AARON KLEIN

Approved as to form

Deputy Village Attorney

INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
VILLAGE COMPTROLLER'S OFFICE

TO: Robert T. Kennedy, Mayor

FROM: Anthony N. Dalessio, CPA, Village Comptroller

DATE: December 22, 2023

RE: Renewal of Contract with Liberty Capital Services, LLC (Liberty) – Bonds

---

Board approval is requested to renew the following contract (from March 1, 2024 through February 28, 2025) with no increase in fees between the Incorporated Village of Freeport and Liberty, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530:

Financial Services for Bonds – On October 18, 2010, the Board awarded the Bid for Financial Services for Bonds to Liberty. This contract has been renewed subsequently and extended to February 29, 2024. It is the recommendation of the Village Attorney that this contract be renewed and extended for an additional year under the same terms and conditions of the prior year's contract. According to the Village Attorney, under the terms of GML 103, this service does not require a bid.

Bond/BAN expenses will be charged A132504 545400 (Bond Issue Expense) and various capital project accounts, based on debt funding. The cost of Continuing Disclosure forms will be charged to budget lines A142004 545700 (Counsel – Non-Employee Salaries), E7820000 578100 (Electric – Management Services), and WE90104 554560 (Water – Liberty Capital) based on the level of outstanding debt per fund.

During and well before my tenure with the Village, Liberty and its principal, David Tanner, have worked closely with the various departments, the Treasurer's Office, the Comptroller's Office, and Village Counsel to develop sound operating budgets for the Village. Mr. Tanner has always been available to answer questions or to assist with other financial matters. He possesses knowledge of the Village and in municipal finance and budget development and assessment.

If the above meets with your approval, please place this on the next available Board agenda for the approval of the extension of the Financial Services for Bonds contract with Liberty, and for authorization for the Mayor to sign any documentation necessary to effectuate these agreements.

Thank you.

Approved as to form

Deputy Village Attorney

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

WHEREAS, on October 18, 2010 the Board of Trustees previously awarded a contract to Liberty Capital Services, LLC, for the provision of financial services with regard to bonds and we wish to renew Liberty's contract for an additional year under the same terms and conditions of the prior year's contract; and

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

WHEREAS, the Village Comptroller recommends that the contract be extended under the same terms and conditions of the prior year's contract for an additional year from March 1, 2024 through February 28, 2025, with no increase in fees, at the same fee schedule listed below; and

FEE SCHEDULE

DEBT ISSUANCE

Bonds - (other than Refunding Bonds)

PAR value equal or greater than:	and less than:	Base Fee
0	4,000,000	12,000
4,000,000	7,500,000	14,000
7,500,000	10,000,000	16,000
10,000,000	27,500,000	18,000

Notes

PAR value equal or greater than:	and less than:	Base Fee
$0	1,000,000	2,500
1,000,000	4,000,000	7,000
4,000,000	7,500,000	8,500
7,500,000	10,000,000	9,500
10,000,000		11,500

CONTINUING DISCLOSURE

Annual Filings	5,000

Material Event (as required) 600

OTHER SERVICES $140 per hour

WHEREAS, the Bond/BAN expenses will be charged A132504 545400 (Bond Issue Expense) and various capital project accounts, based on debt funding; the cost of Continuing Disclosure forms will be charged to budget lines A142004 545700 (Counsel – Non-Employee Salaries), E7820000 578100 (Electric – Management Services), and WE90104 554560 (Water – Liberty Capital) based on the level of outstanding debt per fund; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530 for a term of one year from March 1, 2024 through February 28, 2025, with no increase in fees and under the same terms and conditions of the prior year's contract.

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: Anthony N. Dalessio, Village Comptroller January 26, 2023

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on October 18, 2010 the Board of Trustees previously awarded a contract to Liberty Capital Services, LLC, for the provision of financial services with regard to bonds and we wish to renew Liberty's contract for an additional year under the same terms and conditions of the prior year's contract; and

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

WHEREAS, the Village Comptroller recommends that the contract be extended under the same terms and conditions of the prior year's contract for an additional year from March 1, 2023 through February 29, 2024 with no increase in fees, at the same fee schedule listed below; and

FEE SCHEDULE

DEBT ISSUANCE

Bonds - (other than Refunding Bonds)

PAR value equal or greater than:	and less than:	Base Fee
0	4,000,000	12,000
4,000,000	7,500,000	14,000
7,500,000	10,000,000	16,000
10,000,000	27,500,000	18,000

Notes

PAR value equal or greater than:	and less than:	Base Fee
$0	1,000,000	2,500

1,000,000	4,000,000	7,000
4,000,000	7,500,000	8,500
7,500,000	10,000,000	9,500
10,000,000		11,500

CONTINUING DISCLOSURE	
Annual Filings	5,000
Material Event (as required)	600

OTHER SERVICES	$140 per hour

WHEREAS, the Bond/BAN expenses will be charged A132504 545400 (Bond Issue Expense) and various capital project accounts, based on debt funding; the cost of Continuing Disclosure forms will be charged to budget lines A142004 545700 (Counsel – Non-Employee Salaries), E7820000 578100 (Electric – Management Services), and WE90104 554560 (Water – Liberty Capital) based on the level of outstanding debt per fund; and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530 for a term of one year from March 1, 2023 through February 29, 2024 with no increase in fees and under the same terms and conditions of the prior year's contract.

The Clerk polled the Board as follows:

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

cc:

X	Auditor	X	Electric Utilities	X	Registrar
X	Assessor	X	Fire Dept.	X	Rec. Center
X	Attorney	X	File	X	Treasurer
X	Bldg. Dept.	X	Personnel	X	Dep. Treasurer
	Board & Comm.	X	Police Dept.	X	Dep. V. Clerk

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

X	Claims Examiner	X	Publicity		OTHER
X	Comptroller	X	Public Works		
X	Court	X	Purchasing		

FINANCIAL ADVISORY SERVICES AGREEMENT

(the "Agreement")

The Agreement has been entered into this 1st day of March, 2024 by and between the Incorporated Village of Freeport ("VILLAGE") and Liberty Capital Services, LLC. ("LIBERTY").

LIBERTY will provide the following services:

DEBT ISSUANCE SERVICES

1. Upon request assist the VILLAGE with its presentation to VILLAGE residents regarding the debt issue.
2. Attend, as needed, meetings of the VILLAGE Board, to formulate and discuss the services called for by the Agreement.
3. Upon the VILLAGE's request, assist in the selection of other service providers necessary for the subject financing, including but not limited to bond counsel, rating agencies and/or bond insurers, as may be appropriate.
4. Advise the VILLAGE as to estimated borrowing rates and prepare a plan of financing which will include an analysis of conventional funding alternatives available to the VILLAGE.
5. Prepare or assist in the preparation of financing documents as necessary to elicit competitive offerings for the VILLAGE's debt issue. Depending on the type of financing sought, documents may include: bid sheet, term sheet, official statement, notice of sale, request for credit rating, and request for municipal bond insurance.
6. Assist the VILLAGE with its credit rating agency presentation.
7. Arrange for the publication of the Notice of Sale in the Bond Buyer, as required.
8. Assist the VILLAGE with the filing of debt statements, as required.
9. Assist the VILLAGE in the selection of debt offerings and confirm net interest cost calculations.
10. Participate in and attend the sale of debt, as required.
11. Prepare and distribute closing letter with instructions concerning the transfer of funds and delivery of securities.
12. At no additional cost and not as a component of our Base Fee, upon request, provide post sale assistance to the VILLAGE regarding advisability of refunding of VILLAGE debt.

CONTINUING DISCLOSURE SERVICES

1. Prepare annual financial and operating information document.
2. File annual continuing disclosure documents on behalf of the Village as required, including Village's unaudited financial statements, audited financial statements and annual financial and operating information document.
3. Prepare and file notices of material events, upon notification from the Village.

OTHER SERVICES (To be provided in connection with the sale of each debt issue)

1. Capital planning
2. In-Depth rating agency presentations, as may be required
3. Debt Planning
4. Other debt issuance related projects as they become know and mutually agreed upon in writing

LIBERTY will be compensated for the above services as follows:

Per Fee Schedule *(see "EXHIBIT A", herein.)*

Reimbursable Expenses - Normal "out of pocket" expenses will be paid on a "pass thru" basis. Common expenses include but are not limited to: overnight delivery, travel, printing, and data retrievable expenses.

Payment of compensation is due within 30 days of receipt of our invoice.

Whereas the VILLAGE intends to fund LIBERTY'S compensation for the provision its Debt Issuance Services and Other Services from VILLAGE debt sale proceeds, compensation for such services shall be invoiced upon the sale of each debt issue.

Disclosure of Information: *(See also "EXHIBIT B" and "EXHIBIT C", herein.)*
The VILLAGE agrees to provide LIBERTY with VILLAGE financial, economic, operational and general information upon request. The VILLAGE represents that the information it provides to LIBERTY is accurate. LIBERTY does not assume the responsibilities of the VILLAGE, or the responsibilities of other professionals and/or vendors representing the VILLAGE. The VILLAGE further agrees to provide LIBERTY with historical VILLAGE financial data in an acceptable electronic format such as MS Excel or some other mutually compatible electronic format, as requested, so as to minimize the manual entry of financial data required for financial work covered under the Agreement. Information obtained by LIBERTY through its own efforts on behalf of the VILLAGE while believed to be accurate is not guaranteed.

Covenant to Update Disclosure Information
LIBERTY further covenants and agrees to provide the VILLAGE disclosures of conflicts of interest and certain legal or disciplinary events of the type described in "*Exhibit B*" and "*Exhibit C,*" herein and required by the Municipal Securities Rulemaking Board Rule G-42 (the "Disclosures") to the extent any arise after the date of the Agreement. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into the Agreement to the same extent as if set forth herein.

Term of the Agreement
The Agreement remains in effect until February 28, 2025 or upon 60-day written notice by either the VILLAGE or LIBERTY.

Other Terms:
The Agreement represents the entire agreement of both parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

Each party represents and warrants that the Agreement: (1) has been duly authorized and executed by it, (2) constitutes its valid and binding agreement and (3) any governmental approvals necessary for the performance of services under the Agreement have been obtained.

The VILLAGE recognizes that during the provision of services, LIBERTY will be utilizing means, methods, techniques, procedures and schedules which LIBERTY considers proprietary. Other than to VILLAGE employees and/or officials, the VILLAGE agrees not to share, distribute or communicate such information, or utilize such information for tasks other than those contemplated under the Agreement, without the written consent of LIBERTY. Upon sharing, distributing or communicating such information with VILLAGE employees and/or officials, the VILLAGE further agrees to instruct its employees and/or officials about such Agreement requirement. The requirements outlined in this clause will terminated two years after the termination date of the Agreement.

VILLAGE agrees to notify LIBERTY within five business days of the occurrence of any event, under which the terms of the VILLAGE'S disclosure undertaking commitment(s), requires disclosure. Such items include but are

not limited to: (i) principal and interest payment delinquencies; (ii) nonpayment related defaults, if material; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (vii) modifications to rights of Bondholders, if material; (viii) Bond calls, if material, and tender offers; (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the Bonds, if material; (xi) rating changes; (xii) bankruptcy, insolvency, receivership or similar event of the Issuer; [note to clause (xii): For the purposes of the event identified in clause (xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer]; (xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material; (xv) appointment of a successor or additional trustee or the change of name of a trustee, if material; (xvi) incurrence or agreement to a financial obligation, if material; (xvi) incurrence or agreement to a financial obligation reflecting financial difficulties and (xvii) late or failure to file filings.

VILLAGE continuing disclosure documents such as unaudited financial statements, annual budget, and audited financial statements, shall be provided to LIBERTY in the required "word searchable .pdf" electronic file format.

VILLAGE shall disseminate to LIBERTY no later than seven business days prior to their required filing date, any and all documents required to be filed, with the exception of event notices as described above and such documents to be prepared by LIBERTY under the Agreement.

To the fullest extent permitted by law, and notwithstanding any other provision of this or any prior or other current agreement between or among the parties, the total liability, in the aggregate of LIBERTY and LIBERTY'S officers, directors, partners, employees, agents and sub-consultants, and any of them to the VILLAGE and anyone claiming by or through the VILLAGE, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims or expenses resulting from or in any way related to this or any prior or other current agreement between or among the parties from any and all cause or causes shall not exceed the total compensation received by LIBERTY under the Agreement during the most recent calendar year, or the total amount of $10,000, whichever is lesser. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law. To the extent the terms of any prior or other current agreement vary from the terms of this paragraph, this paragraph shall control and the prior or other current agreement is and shall be superseded.

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of the Agreement shall remain in full force and effect.

<u>Services not to be provided by LIBERTY include but are not limited to:</u>
Bond counsel services

Rating agency services
Other legal services
Engineering – Architectural Services
Property assessment services
Auditing services
IRS tax advice or planning
Post debt issuance compliance
Investment advice

At the request of the VILLAGE, LIBERTY can provide the following additional services as mutually agreed upon in writing:
Multi-year financial planning
Detailed analyses of tax rolls
Debt capacity/Credit analysis
In-Depth financial, operating or economic analyses

Amendments and Supplements:
LIBERTY agrees to promptly amend or supplement the Agreement to reflect any material changes or additions to the Agreement evidenced by the Agreement.

IN WITNESS WHEREOF, the parties have duly executed the Agreement as of the day and year first set forth on the first page hereof:

LIBERTY CAPITAL SERVICES, LLC

By: _____
David E. Tanner, as Principal/Member

INC. VILLAGE OF FREEPORT

By:_____

Title:_____

Approved as to form
Deputy Village Attorney

EXHIBIT A

FEE SCHEDULE

DEBT ISSUANCE

Bonds - (other than Refunding Bonds)

PAR value equal or greater than:	and less than:	Base Fee
0	4,000,000	12,000
4,000,000	7,500,000	14,000
7,500,000	10,000,000	16,000
10,000,000	27,500,000	18,000

Notes

PAR value equal or greater than:	and less than:	Base Fee
$0	1,000,000	2,500
1,000,000	4,000,000	7,000
4,000,000	7,500,000	8,500
7,500,000	10,000,000	9,500
10,000,000		11,500

CONTINUING DISCLOSURE

Annual Filings	5,000
Material Event (as required)	600

OTHER SERVICES $140 per hour

EXHIBIT B

REQUIRED DISCLOSURES

As a registered Municipal Financial Advisor, LIBERTY is required to provide you with the following:

(1) LIBERTY is a registered municipal advisor with both the SEC and the MSRB. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

(2) As part of its SEC registration LIBERTY is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving LIBERTY. Pursuant to MSRB Rule G-42, LIBERTY is required to disclose any legal or disciplinary event that is material to your evaluation of LIBERTY or the integrity of its management or advisory personnel. We have determined that no such event exists.

(3) The website address, at which you can view LIBERTY'S initial company filing, initial personal advisor filing, annual update filings and any other relevant miscellaneous filings with the U.S. Securities and Exchange Commission is currently: https://www.sec.gov/edgar/searchedgar/companysearch.html. You can search for either our company name, which is Liberty Capital Services, LLC or CIK number, which is 0001612225.

(4) A statement regarding contractual conflicts of interest and whether or not a conflict of interest exists with LIBERTY'S provision of municipal financial advisory services to the VILLAGE. LIBERTY'S statement follows: ***Other than as described in "EXHIBIT C", LIBERTY does not believe after reasonable inquiry that there are any material conflicts of interest with LIBERTY'S provision of services to the VILLAGE. Should a conflict or potential conflict of interest become known to LIBERTY, LIBERTY will notify the VILLAGE of such in a timely manner.***

EXHIBIT C

DISCLOSURE OF CONFLICTS OF INTEREST ASSOCIATED WITH VARIOUS FORMS OF COMPENSATION

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of you as our client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for LIBERTY to recommend one course of action over another if it is more beneficial to LIBERTY to do so. This Exhibit discusses various forms of compensation and the timing of payments to the advisor.

We manage and mitigate the following conflicts primarily by adherence to the fiduciary duty which we owe to municipal entities which require us to put your interests ahead of our own. Additionally, we will mitigate this conflict by giving due consideration to non-financing alternatives as well as clearly superior alternate funding options even if they reduce our fee.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

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INTERDEPARTMENTAL CORRESPONDENCE ONLY
INCORPORATED VILLAGE OF FREEPORT
VILLAGE COMPTROLLER'S OFFICE

TO: Robert T. Kennedy, Mayor

FROM: Anthony N. Dalessio, CPA, Village Comptroller

DATE: December 22, 2023

RE: Renewal of Contract with Liberty Capital Services, LLC (Liberty) - Consulting

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Board approval is requested to renew the following contract (from March 1, 2024 through February 28, 2025) with no increase in the rate per hour between the Incorporated Village of Freeport and Liberty, 1205 Franklin Avenue, Suite 335, Garden City, New York 11530:

Financial Consulting Services – The bulk of the contract is to provide the Village assistance in developing the fiscal year 2026 General Fund budget. In addition, Liberty will assist the Village with other budget (e.g., Water budget) and financial related issues on an as-needed basis, as well as meet with management of the Village to perform any of the above referenced services.

The total contract cost is not to exceed $57,500 (previously $55,000) with no change in the hourly rate of $140.00. Depending on the scope of service, funding is available in the following budget accounts:

A131504 545700 – Comptroller – Non-employee Salaries
E7820000 578100 – Electric – Management Services
WE90104 554560 – Water – Expense

During and well before my tenure with the Village, Liberty and its principal, David Tanner, have worked closely with the various departments, the Treasurer's Office, the Comptroller's Office, and Village Counsel to develop sound operating budgets for the Village. Mr. Tanner has always been available to answer questions or to assist with other financial matters. He possesses knowledge of the Village and in municipal finance and budget development and assessment.

If the above meets with your approval, please place this on the next available Board agenda for the approval of the extension of the Financial Consulting Services contract with Liberty, and for authorization for the Mayor to sign any documentation necessary to effectuate these agreements.

Thank you.

Approved as to form
Deputy Village Attorney

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

WHEREAS, on October 18, 2010, the Board of Trustees awarded the bid for Financial Advisory Services to Liberty Capital Services, LLC and this contract has been renewed every year since; and

WHEREAS, Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530 possesses certain unique skills, knowledge and expertise of a specialized nature in the fields of finance and bond market analysis; and

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

WHEREAS, the Village Comptroller recommends that the contract under the same terms and conditions of the prior year's contract be extended for an additional year from March 1, 2024 through February 28, 2025, with a not to exceed cost of $57,500 (previously $55,000) with no change in the hourly rate of $140.00; and

WHEREAS, depending on the scope of service, the costs will be charged to the following budget accounts:

A131504 545700 – Comptroller – Non-employee Salaries
E7820000 578100 – Electric – Management Services
WE90104 554560 – Water – Expense

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Incorporated Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530, at the same terms and conditions as the previous year for a term of one year from March 1, 2024 through February 28, 2025, with a not to exceed cost of $57,500 with no change in the hourly rate of $140.00.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

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

DIRECTIVE

TO: Anthony N. Dalessio, Village Comptroller January 26, 2023

FROM: Pamela Walsh Boening, Village Clerk

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

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

WHEREAS, on October 18, 2010, the Board of Trustees awarded the bid for Financial Advisory Services to Liberty Capital Services, LLC and this contract has been renewed every year since; and

WHEREAS, Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530 possesses certain unique skills, knowledge and expertise of a specialized nature in the fields of finance and bond market analysis; and

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

WHEREAS, the Village Comptroller recommends that the contract under the same terms and conditions of the prior year's contract be extended for an additional year from March 1, 2023 through February 29, 2024 with a not to exceed cost of $55,000 with no change in the hourly rate of $140.00; and

WHEREAS, depending on the scope of service, the costs will be charged to the following budget accounts:

A131504 545700 – Comptroller – Non-employee Salaries
E7820000 578100 – Electric – Management Services
WE90104 554560 – Water – Expense

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Village Comptroller, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Incorporated Village of Freeport and Liberty Capital Services, LLC, 1205 Franklin Avenue, Suite 335, Garden City, New York, 11530 at the same terms and conditions as the previous year for a term of one year from March 1, 2023 through February 29, 2024 with a not to exceed cost of $55,000 with no change in the hourly rate of $140.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe In Favor

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

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

cc:

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

FINANCIAL CONSULTING SERVICES AGREEMENT

(the "Agreement")

The agreement has been entered into this 1st day of March, 2024 by and between the Incorporated Village of Freeport ("VILLAGE") and Liberty Capital Services, LLC ("LIBERTY").

LIBERTY will provide the following base services:

Develop a final budget for the VILLAGE.

Assist the Village with budget and other financial issues.

Meet with the VILLAGE to perform the above services.

LIBERTY will be compensated for the above services as follows:

Fee - (Base Services): Not to exceed $57,500 per year. Fee to be billed at a rate of $140 per hour.

Reimbursable Expenses - Normal "out of pocket" expenses shall be paid. Common expenses include but are not limited to: overnight delivery, travel and printing.

Base Fee and Reimbursable Expenses shall be billed semimonthly. Invoices shall be paid within 30 days of receipt of our invoice.

Disclosure of Information: *(See also "EXHIBIT A" and "EXHIBIT B", herein.)*

The VILLAGE agrees to provide LIBERTY with VILLAGE financial, economic, operational and general information upon request. The VILLAGE represents that the information it provides to LIBERTY is accurate. LIBERTY does not assume the responsibilities of the VILLAGE, or the responsibilities of other professionals and/or vendors representing the VILLAGE. The VILLAGE further agrees to provide LIBERTY with historical VILLAGE financial data in an acceptable electronic format such as MS Excel or some other mutually compatible electronic format, as requested, so as to minimize the manual entry of financial data required for financial work covered under the Agreement. Information obtained by LIBERTY through its own efforts on behalf of the VILLAGE while believed to be accurate is not guaranteed.

Covenant to Update Disclosure Information

LIBERTY further covenants and agrees to provide the VILLAGE disclosures of conflicts of interest and certain legal or disciplinary events of the type described in *"Exhibit A"* and *"Exhibit B,"* herein and required by the Municipal Securities Rulemaking Board Rule G-42 (the "Disclosures") to the extent any arise after the date of the Agreement. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into the Agreement to the same extent as if set forth herein.

Term of the Agreement

The Agreement remains in effect until February 28, 2025 or upon 60-day written notice by either the VILLAGE or LIBERTY.

Other Terms:
The Agreement represents the entire agreement of both parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

Each party represents and warrants that the Agreement: (1) has been duly authorized and executed by it, (2) constitutes its valid and binding agreement and (3) any governmental approvals necessary for the performance of services under the Agreement have been obtained.

The VILLAGE recognizes that during the provision of services, LIBERTY will be utilizing means, methods, techniques, procedures and schedules which LIBERTY considers proprietary. Other than to VILLAGE employees and/or officials, the VILLAGE agrees not to share, distribute or communicate such information, or utilize such information for tasks other than those contemplated under the Agreement, without the written consent of LIBERTY. Upon sharing, distributing or communicating such information with VILLAGE employees and/or officials, the VILLAGE further agrees to instruct its employees and/or officials about such Agreement requirement. The requirements outlined in this clause will terminated two years after the termination date of the Agreement.

To the fullest extent permitted by law, and notwithstanding any other provision of this or any prior agreement between or among the parties, the total liability, in the aggregate of LIBERTY and LIBERTY'S officers, directors, partners, employees, agents and sub-consultants, and any of them to the VILLAGE and anyone claiming by or through the VILLAGE, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims or expenses resulting from or in any way related to this or any prior agreement between or among the parties from any and all cause or causes shall not exceed the total compensation received by LIBERTY under the Agreement during the most recent calendar year, or the total amount of $10,000, whichever is lesser. It is intended that this limitation apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law. To the extent the terms of any prior agreement vary from the terms of this paragraph, this paragraph shall control and the prior agreement is and shall be superseded.

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of the Agreement shall remain in full force and effect.

Services not to be provided by LIBERTY include but are not limited to:
Bond counsel services
Rating agency services
Other legal services
Engineering – Architectural Services
Property assessment services
Auditing services
IRS tax advice or planning
Post debt issuance compliance
Investment advice

At the request of the VILLAGE, LIBERTY can provide the following additional services under a separate agreement:
Continuing disclosure undertakings

Debt issuance services
Capital planning
Debt planning
In-Depth rating agency presentations

Amendments and Supplements:
LIBERTY agrees to promptly amend or supplement the Agreement to reflect any material changes or additions to the Agreement evidenced by the Agreement.

IN WITNESS WHEREOF, the parties have duly executed the Agreement as of the day and year first set forth on the first page hereof:

LIBERTY CAPITAL SERVICES, LLC

By: _____
David E. Tanner, as Principal/Member

INC. VILLAGE OF FREEPORT

By:_____

Title:_____

Approved as to form
Deputy Village Attorney

EXHIBIT A

REQUIRED DISCLOSURES`

As a registered Municipal Financial Advisor, LIBERTY is required to provide you with the following:

(1) LIBERTY is a registered municipal advisor with both the SEC and the MSRB. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

(2) As part of its SEC registration LIBERTY is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving LIBERTY. Pursuant to MSRB Rule G-42, LIBERTY is required to disclose any legal or disciplinary event that is material to your evaluation of LIBERTY or the integrity of its management or advisory personnel. We have determined that no such event exists.

(3) The website address, at which you can view LIBERTY'S initial company filing, initial personal advisor filing, annual update filings and any other relevant miscellaneous filings with the U.S. Securities and Exchange Commission is currently: https://www.sec.gov/edgar/searchedgar/companysearch.html. You can search for either our company name, which is Liberty Capital Services, LLC or CIK number, which is 0001612225.

(4) A statement regarding contractual conflicts of interest and whether or not a conflict of interest exists with LIBERTY'S provision of municipal financial advisory services to the VILLAGE. LIBERTY'S statement follows: ***Other than as described in "EXHIBIT B", LIBERTY does not believe after reasonable inquiry that there are any material conflicts of interest with LIBERTY'S provision of services to the VILLAGE. Should a conflict or potential conflict of interest become known to LIBERTY, LIBERTY will notify the VILLAGE of such in a timely manner.***

EXHIBIT B

DISCLOSURE OF CONFLICTS OF INTEREST ASSOCIATED WITH VARIOUS FORMS OF COMPENSATION

.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of you as our client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for LIBERTY to recommend one course of action over another if it is more beneficial to LIBERTY to do so. This Exhibit discusses various forms of compensation and the timing of payments to the advisor.

.

We manage and mitigate the following conflicts primarily by adherence to the fiduciary duty which we owe to municipal entities which require us to put your interests ahead of our own. Additionally, we will mitigate this conflict by giving due consideration to non-financing alternatives as well as clearly superior alternate funding options even if they reduce our fee.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because

the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

INTER-DEPARTMENT CORRESPONDENCE
INCORPORATED VILLAGE OF FREEPORT

TO: Mayor Robert T. Kennedy

FROM: Pamela Walsh Boening, Village Clerk

DATE: December 28, 2023

RE: Transfer of funds
FY2024

Please make the following transfer of funds.

FROM:

A801004 542300	Zoning/Advertising	$1,200
A802004 542300	Planning/Advertising	$ 800
A141002 520100	Clerk/Equipment	$ 400

TO:

A141004 542300	Clerk/Advertising	$2,400

Pamela Walsh Boening
Village Clerk

Approved as to form
Deputy Village Attorney

cc: Anthony Dalessio, Comptroller

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

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

FROM:

A801004 542300	Zoning/Advertising	$1,200
A802004 542300	Planning/Advertising	$ 800
A141002 520100	Clerk/Equipment	$ 400

TO:

A141004 542300	Clerk/Advertising	$2,400

WHEREAS, the purpose of the above transfer is to appropriate the necessary funding to cover Clerk/Advertising for the Village; and

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

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

BOND RESOLUTION OF THE VILLAGE OF FREEPORT, NEW YORK, ADOPTED JANUARY 8, 2024, AUTHORIZING THE ISSUANCE OF BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $1,400,000 TO FINANCE THE CONSTRUCTION OF VARIOUS IMPROVEMENTS TO THE FREEPORT ARMORY, THE ESTIMATED MAXIMUM COST THEREOF IS $1,400,000 AND APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE

THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEPORT, IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Board of Trustees) AS FOLLOWS:

Section 1. The Village of Freeport, in the County of Nassau, New York (herein called the "Village"), is hereby authorized to issue bonds in a principal amount not to exceed $1,400,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance the construction of various improvements to the Freeport Armory.

Section 2. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is $1,400,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in a principal amount not to exceed $1,400,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 12 (a) (2) of the Law, is fifteen (15) years.

(b) The temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Village for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Village, payable as to both principal and interest by general tax upon all the taxable real property within the Village. The faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Village by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and Section 168.00 of the Law, the powers and duties of the Board of Trustees relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of credit enhancement agreements, are hereby delegated to the Village Treasurer, the chief fiscal officer of the Village.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Village is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution is subject to a permissive referendum and the Village Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to publish or cause to be published, in full, in the official newspaper of the Village,

having a general circulation within said Village, and posted in at least six (6) public places and in each polling place in the Village, a Notice in substantially the form appearing in Exhibit A hereto.

Section 8. The Village Clerk is hereby authorized and directed, after said bond resolution shall take effect, to cause said bond resolution to be published, in summary, in the official newspaper of the Village, having a general circulation within said Village, together with a Notice in substantially the form as provided by Section 81.00 of the Law.

* * *

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Hawkins
DELAFIELD & WOOD LLP

PHONE: 212-820-9300
FAX: 212-514-8425

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
WWW.HAWKINS.COM

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SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR
RALEIGH

(212) 820-9620

December 18, 2023

Village of Freeport, New York
$1,400,000 Bonds for Freeport Armory
(Our File Designation: 7673/)

Pamela Walsh Boening
Village Clerk
Village of Freeport
46 North Ocean Avenue
Freeport, New York 11520

Dear Pam:

Pursuant to the request of the Village, I have prepared the attached draft Extract of Minutes of the Board of Trustees meeting to be held on January 8, 2024, showing adoption of the above bond resolution. Exhibit A of the bond resolution contains the form of notice to be published in the official Village newspaper and posted in six (6) locations throughout the Village, and in each Village polling place, within ten (10) days after adoption of the bond resolution. **Please note that adoption of the bond resolution requires at least a two-thirds vote of the entire membership of the Board of Trustees, without taking into account any temporary absences or vacancies. Therefore, four affirmative votes are required for adoption.**

Also attached is the Affidavit of Posting to be executed by you, as the Village Clerk. A copy of the notice, as posted, should be attached to this Affidavit.

I am forwarding the enclosed bond resolution with the understanding that all requirements of the New York State Environmental Quality Review Act ("SEQRA"), including either a negative declaration or the appropriate level of review of the project, have been complied with or will be complied with prior to adoption.

Please obtain and forward to me a certified copy of the Extract of Minutes, an executed Affidavit of Posting, and an original Affidavit of Publication from the newspaper. Upon receipt of such items, I will forward to the Village the additional documents required with respect to the estoppel publication.

Please do not hesitate to call if you have any questions or concerns regarding the foregoing.

With best regards, I am

Very truly yours,

William J. Jackson

WJJ/ml
Enclosures

cc: Howard E. Colton, Esq., Village Attorney
Anthony N. Dalessio, CPA, Comptroller
Ismaela M. Hernandez, Village Treasurer
Valarie Montes, Deputy Village Treasurer
Jennifer Ungar, Esq., Deputy Village Attorney
David Tanner, Liberty Capital

EXTRACT OF MINUTES

Meeting of the Board of Trustees of the

Village of Freeport, in the

County of Nassau, New York

January 8, 2024

* * *

A regular meeting of the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, was held at the Village Hall, 46 North Ocean Avenue, Freeport, New York, on January 8, 2024.

There were present: Robert T. Kennedy, Mayor; and

Trustees:

There were absent:

Also present: Pamela Walsh Boening, Village Clerk

_____ offered the following resolution and moved its adoption:

EXHIBIT A

(Below is the Notice for Publication and Posting)

VILLAGE OF FREEPORT, NEW YORK

PLEASE TAKE NOTICE that on January 8, 2024, the Board of Trustees of the Village of Freeport, in the County of Nassau, New York, adopted a bond resolution entitled:

> "Bond Resolution of the Village of Freeport, New York, adopted January 8, 2024, authorizing the issuance of bonds in a principal amount not to exceed $1,400,000 to finance the construction of various improvements to the Freeport Armory, the estimated maximum cost thereof is $1,400,000 and appropriating said amount for such purpose,"

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING the Village of Freeport, New York to issue bonds in a principal amount not to exceed $1,400,000 pursuant to the Local Finance Law of the State of New York, to finance the construction of various improvements to the Freeport Armory.

SECOND: STATING that the estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $1,400,000; appropriating said amount for such purpose; and STATING that the plan of financing includes the issuance of bonds in a principal amount not to exceed $1,400,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Village to pay the principal of said bonds and the interest thereon as the same shall become due and payable;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the temporary use of available funds of the Village, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution and the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Village for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds and any bond anticipation notes issued in anticipation of said bonds and the renewals of said bond anticipation notes shall be general obligations of the Village; and PLEDGING to their payment the faith and credit of the Village;

FIFTH: DELEGATING to the Village Treasurer the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

SEVENTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: January 8, 2024

Pamela Walsh Boening
Village Clerk

CERTIFICATE

I, Pamela Walsh Boening, Village Clerk of the Village of Freeport, in the County of Nassau, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Trustees of said Village of Freeport duly called and held on January 8, 2024, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Trustees and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village of Freeport on January 8, 2024.

(SEAL)

_____
Village Clerk

AFFIDAVIT OF POSTING

Pamela Walsh Boening, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly qualified and acting Village Clerk of the Village of Freeport, in the County of Nassau, State of New York;

That on _____, 2024, she has caused to be conspicuously posted and fastened up in the following places a Notice setting forth an abstract of the bond resolution duly adopted by the Board of Trustees on January 8, 2024, a copy of which is annexed hereto and made a part hereof, said places constituting at least six (6) of the most conspicuous public places in said Village, and at least one copy in each polling place in said Village:

1.

2.

3.

4.

5.

6.

_____
Village Clerk

Subscribed and sworn to before me
this _____ day of _____ 2024.

_____
Notary Public, State of New York

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

To: Mayor Robert T. Kennedy

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

Date: December 27, 2023

Re: 2024 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)

The Water Department uses various products to treat the water prior to being pumped into the distribution system. One product is Calcium Hypochlorite tablets. Water Plant Operators use Calcium Hypochlorite tablets in the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement. The estimated annual cost of this purchase contract is $34,000.00 and funding for this is included in the Water Department Operating Budget (WE96004 541210). The contract will be for a term of one year beginning March 1, 2024, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on January 25, 2024. Bid documents will be available from January 29, 2024 through February 9, 2024. Bids will have a returnable date of February 13, 2024, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

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

Approved as to form
Deputy Village Attorney

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

WHEREAS, the Water Department uses various products to treat the water prior to being pumped into the distribution system; and

WHEREAS, one product is Calcium Hypochlorite tablets; the Water Plant Operators use Calcium Hypochlorite tablets in the water system as a disinfectant and to comply with the Nassau County Department of Health requirement; and

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

WHEREAS, the Water & Sewer Department is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the "2024 Furnishing of Calcium Hypochlorite (Tablet)"; and

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

WHEREAS, the estimated cost of the contract is $34,000.00; and

WHEREAS, funding for this is included in the Water Department Operating Budget (WE96004 541210); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "2024 Furnishing of Calcium Hypochlorite (Tablet)" in the Freeport Herald and other relevant publications of general circulation on January 25, 2024, with bid documents available from January 29, 2024 through February 9, 2024, with a return date of February 13, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

2024 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)

FOR

THE INCORPORATED VILLAGE OF FREEPORT
WATER DEPARTMENT
NASSAU COUNTY, NEW YORK

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

2024 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)

until 11:00 A.M. on **February 13, 2024** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, **from 9:00 A.M. on January 29, 2024 until 4:00 P.M. February 9, 2024.** There is no fee for a set of contract documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 25, 2024

INCORPORATED VILLAGE OF FREEPORT
WATER DEPARTMENT
INTER-OFFICE CORRESPONDENCE

To: Mayor Robert T. Kennedy

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

Date: December 27, 2023

Re: FURNISHING OF FIRE HYDRANTS, REPAIR COUPLINGS, REPAIR FITTINGS AND INCIDENTALS - 2024

On November 6, 1972, the Village Board of Trustees adopted a resolution standardizing Eddy Valves throughout our water distribution system. Currently there are approximately 1400 gate valves in our system. On August 15, 1988, the Village Board of Trustees adopted a resolution standardizing Eddy Fire Hydrants and repair parts manufactured by Clow Corporation. Currently there are approximately 1200 fire hydrants in the Village.

Even though we have standardized the manufacturer, there are many distributors and therefore in accordance with General Municipal Law we must bid these items. The contract under which these items are currently purchased will expire on February 29, 2024. It is therefore necessary to bid the contract for the coming fiscal year. The estimated cost of this purchase contract is $190,000.00 and funding for this is anticipated to be included in the Water Department Operating Budget (WE97004 – Distribution Expense Contractual). The contract will begin March 1, 2024 and end on February 28, 2025, with an option for two one-year extensions if mutually accepted.

Therefore it is requested that we be authorized to advertise the referenced contract in the Freeport Herald, and other related publications on January 25, 2024. Bid documents will be available from January 29, 2024 through February 9, 2024. Bids will have a returnable date of February 13, 2024, with bids scheduled to be opened at 11:00 am.

A copy of the proposed advertisement is furnished herewith.

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

Approved as to form
Deputy Village Attorney

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

WHEREAS, on November 6, 1972, the Board adopted a resolution standardizing Eddy Valves throughout the water distribution system and to date, there are approximately 1400 gate valves in the system; and

WHEREAS, on August 15, 1988, the Board adopted a resolution standardizing Eddy fire hydrants and repair parts manufactured by Clow Corporation and to date, there are approximately 1200 fire hydrants in the system; and

WHEREAS, the contract under which these items are currently purchased will expire on February 29, 2024; and

WHEREAS, the Water & Sewer Department is requesting the Board to authorize the Village Clerk to advertise a Notice to Bidders for the "Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024"; and

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

WHEREAS, the contract will be for a term of one year beginning March 1, 2024 and ending February 28, 2025, with an option for two (2) one-year extensions if mutually accepted; and

WHEREAS, the estimated cost of this contract is $190,000.00; and

WHEREAS, funding for this is anticipated to be included in the Water Department Operating Budget (WE97004 – Distribution Expense Contractual); and

NOW THEREFORE BE IT RESOLVED, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the "Furnishing of Fire Hydrants, Gate Valves, Repair Couplings, Repair Fittings and Incidentals – 2024" in the Freeport Herald and other relevant publications of general circulation on January 25, 2024, with bid specifications available from January 29, 2024 through February 9, 2024, with a return date of February 13, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

NOTICE TO BIDDERS

FURNISHING OF FIRE HYDRANTS, REPAIR COUPLINGS, REPAIR FITTINGS AND INCIDENTALS - 2024

FOR

THE INCORPORATED VILLAGE OF FREEPORT
NASSAU COUNTY, NEW YORK

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

"FURNISHING OF FIRE HYDRANTS, REPAIR COUPLINGS, REPAIR FITTINGS AND INCIDENTALS - 2024"

until 11:00 A.M. on **February 13, 2024** in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York, 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be obtained by visiting the Village website at www.freeportny.gov or at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York, 11520, **from 9:00 A.M. on January 29, 2024 until 4:00 P.M. February 9, 2024.** There is no fee for a set of contract documents.

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

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

Kim Weltner
Purchasing Agent
Village of Freeport

VILLAGE OF FREEPORT
Issue Date – January 25, 2024

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

AGENDA BOARD OF TRUSTEES' MEETING January 8, 2024

COMMENTS PERMITTED ON AGENDA ITEMS

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

AGENDA BOARD OF TRUSTEES' MEETING January 8, 2024

5:30 P.M. Public Hearings

1. To consider the proposed 2024/2025 Village Budget.

2. 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 2024/2025, for a fee of $151,000.

Exhibit A

DIRECTIVE

TO: Howard E. Colton, Village Attorney December 20, 2023

FROM : Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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 2024/2025 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 8th day of January, 2024 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, 2024 and ending February 28, 2025.

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	$ 200,461.58
Trustees (Total)	$ 135,432.48
Village Justice	$ 88,218.01

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 8th day of January 2024 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 18th day of December, 2023.

Pamela Walsh Boening, Village Clerk

Dated: December 18, 2023
Freeport, New York

The Clerk polled the Board as follows:

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

---

cc:

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

Exhibit B

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 2024/2025 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 8th day of January, 2024 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, 2024 and ending February 28, 2025.

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	$ 200,461.58
Trustees (total)	$ 135,432.48
Village Justice	$ 88,218.01

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 8th day of January 2024 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 18th day of December, 2023.

Pamela Walsh Boening, Village Clerk

Dated: December 18, 2023
Freeport, New York

Exhibit C

RICHNER COMMUNICATIONS INC

www.liherald.com

Affidavit of Publication

State Of New York,
Nassau County

Mikala Coleman being duly sworn, deposes and affirms that he/she is the principal clerk of Richner Communications, Inc., publishers of the **Freeport Herald** , a weekly newspaper published and mailed in the County of Nassau and which has been designated by the County as a newspaper of record for said County and that the notice AD# **143927** of which the annexed is a true copy was published in this newspaper on the following dates:

12/21

Mikala Coleman

Subscribed and sworn to before me this, December 22, 2023

Notary Signature

Erin M Neeson
NOTARY PUBLIC, STATE OF NEW YORK
No. 01NE0016610
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 11/18/27

Inc. Village Of Freeport

LEGAL NOTICE
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 2024/2025 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 8th day of January, 2024 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, 2024 and ending February 28, 2025.
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
$ 200,461.58
Trustees (total)
$ 135,432.48
Village Justice
$ 88,218.01
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 8th day of January 2024 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 18th day of December, 2023.
Pamela Walsh Boening,
Village Clerk
Dated: December 18, 2023
Freeport, New York
143927

Exhibit D

RE: Budget Hearing
RETURN TO: Pamela Walsh Boening

AFFIDAVIT OF POSTING

State of New York

County of Nassau

I, Brianna Montes, being duly sworn, deposes and states that on the 22nd day of December, 2023 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

MUNICIPAL BUILDING	**46 North Ocean Avenues**
MEMORIAL LIBRARY	**144 West Merrick Road**

AND FAXED TO THE FOLLOWING LOCATIONS FOR POSTING:

RECREATION CENTER	**130 E. Merrick Road**
FREEPORT HOSE CO. #1	**22 Southside Avenue**
FREEPORT HOSE CO. #2	**15 Broadway**
FREEPORT HOSE CO. #3	**375 South Bayview Avenue**

Deponent

Sworn to before me this 22 day of December 2023

Notary Public

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

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 2024/2025 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 8th day of January, 2024 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, 2024 and ending February 28, 2025.

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	$ 200,461.58
Trustees (total)	$ 135,432.48
Village Justice	$ 88,218.01

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 8th day of January 2024 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 18th day of December, 2023.

Pamela Walsh Boening, Village Clerk

Dated: December 18, 2023
Freeport, New York

Exhibit E

VILLAGE OF FREEPORT
Department of Buildings
Recommendation

Notice

x **Negative Declaration** ____ **Positive Declaration**

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

x **The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.**

____ **The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement. (See reasons below)**

Project : Proposed Budget FY 2024 - 2025 **Building Permit App.** N/A

Location: N/A
Applicant: the Incorporated Village of Freeport
Description: to consider the proposed budget of the Fiscal Year commencing March 1, 2024 and ending February 28, 2025

Lead Agency: Department of Buildings
for the Board of Trustees
Village of Freeport
46 North Ocean Avenue

Agency Contact Person:
Superintendent of Buildings
(516) 377-2242

REASON(S) FOR DETERMINATION

This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) _____

B) Possible environment effects identified:
(only if positive determination)

DATED: December 22, 2023
Freeport, New York

Sergio Mauras
Superintendent of Buildings

IMPORTANT: This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.

Exhibit F

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is to consider the proposed budget of the Fiscal Year commencing March 1, 2024 and ending February 28, 2025; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.

2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.

3. The proposed action will not encourage or attract a large number of people.

4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.

5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.

6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.

7. The proposed action will not create a hazard to human health.

8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.

10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.

11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

EXHIBIT G

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is to consider the proposed budget of the Fiscal Year commencing March 1, 2024 and ending February 28, 2025; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.

2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.

3. The proposed action will not encourage or attract a large number of people.

4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.

5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.

6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.

7. The proposed action will not create a hazard to human health.

8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.

10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.

11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

EXHIBIT A

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

DIRECTIVE

TO: Howard E. Colton, Village Attorney December 20, 2023

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 18, 2023:

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

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 8th day of January, 2024, 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 2024-2025, 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 8th day of January 2024, 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 18th day of December, 2023.

Pamela Walsh Boening, Village Clerk

Dated: December 18, 2023
Freeport, New York

The Clerk polled the Board as follows:

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

---

cc:

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

EXHIBIT B

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 8th day of January, 2024, 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 2024-2025, 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 8th day of January 2024, 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 18th day of December, 2023.

Pamela Walsh Boening, Village Clerk

Dated: December 18, 2023
Freeport, New York

EXHIBIT C

RICHNER COMMUNICATIONS INC

www.liherald.com

Affidavit of Publication

State Of New York,
Nassau County

Mikala Coleman being duly sworn, deposes and affirms that he/she is the principal clerk of Richner Communications, Inc., publishers of the **Freeport Herald ,** a weekly newspaper published and mailed in the County of Nassau and which has been designated by the County as a newspaper of record for said County and that the notice AD# **143928** of which the annexed is a true copy was published in this newspaper on the following dates:

12/21

Mikala Coleman

Subscribed and sworn to before me this, December 22, 2023

Notary Signature

Erin M Neeson
NOTARY PUBLIC, STATE OF NEW YORK
No. 01NE0016610
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 11/18/27

Inc. Village Of Freeport

LEGAL NOTICE
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 8th day of January, 2024, 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 2024-2025, 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 8th day of January 2024, 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 18th day of December, 2023.
Pamela Walsh Boening,
Village Clerk
Dated: December 18, 2023
Freeport, New York
143928

Exhibit D

RE: FFD Budget Hearing
RETURN TO: Pamela Walsh Boening

AFFIDAVIT OF POSTING

State of New York

County of Nassau

I, Brianna Montes, being duly sworn, deposes and states that on the 22nd day of December, 2023 he/she posted copies of the attached notice in the following public places in the **INCORPORATED VILLAGE OF FREEPORT:**

MUNICIPAL BUILDING	**46 North Ocean Avenues**
MEMORIAL LIBRARY	**144 West Merrick Road**

AND FAXED TO THE FOLLOWING LOCATIONS FOR POSTING:

RECREATION CENTER	**130 E. Merrick Road**
FREEPORT HOSE CO. #1	**22 Southside Avenue**
FREEPORT HOSE CO. #2	**15 Broadway**
FREEPORT HOSE CO. #3	**375 South Bayview Avenue**

Deponent

Sworn to before me this 22 day of December 2023

Notary Public

LISA M DEBOURG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DE6294362
Qualified in Nassau County
My Commission Expires December 16, 2025

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 8th day of January, 2024, 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 2024-2025, 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 8th day of January 2024, 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 18th day of December, 2023.

Pamela Walsh Boening, Village Clerk

Dated: December 18, 2023
Freeport, New York

EXHIBIT E

VILLAGE OF FREEPORT
Department of Buildings
Recommendation

Notice

x **Negative Declaration** ____ **Positive Declaration**

In accordance with Section 8-0113, Article 8 of the New York Environmental Conservation Law and Chapter 110 of the Village Code, this Department has conducted an initial review to determine whether the following project may have a significant effect on the environment and on the basis of that review hereby finds:

x **The proposed project will not have a significant effect on the environment and therefore does not require the preparation of an Environmental Impact Statement.**

____ **The proposed project may have a significant effect on the environment and therefore requires the preparation of an Environmental Impact Statement. (See reasons below)**

Project : Freeport Volunteer Fire Department Contract **Building Permit App.** N/A

Location: N/A
Applicant: Incorporated Village of Freeport
Description: 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 2024-2025, for a fee of $151,000.00.

Lead Agency: Department of Buildings
for the Board of Trustees
Village of Freeport
46 North Ocean Avenue

Agency Contact Person:
Superintendent of Buildings
(516) 377-2242

REASON(S) FOR DETERMINATION

This finding is based upon Section 617.10 of Article of the New York Environmental Conservation Law, the criteria for determining what actions may have a significant effect on the environment, as follows:

A) _____

B) Possible environment effects identified:
(only if positive determination)

DATED: December 22, 2023
Freeport, New York

Sergio Mauras
Superintendent of Buildings

IMPORTANT: This declaration and supporting attachments are open for inspection and public response at the office of the Superintendent of Buildings.

EXHIBIT F

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is 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 2024-2025, for a fee of $151,000.00; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.

2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.

3. The proposed action will not encourage or attract a large number of people.

4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.

5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.

6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.

7. The proposed action will not create a hazard to human health.

8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.

10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.

11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

Exhibit G

The following motion was moved by Trustee _____, seconded by Trustee _____, who moved its adoption:

WHEREAS, the Board of Trustees of the Incorporated Village of Freeport, as lead agency, has determined that the proposed action described below, will not have a significant effect on the environment and neither a draft environmental impact statement nor a final environmental impact statement will be prepared; and

WHEREAS, the proposed action is 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 2024-2025, for a fee of $151,000.00; and

WHEREAS, this Board determines that the proposed action is an unlisted action, as that term is defined in the New York State Environmental Quality Review Act, herein after referred to as SEQRA. After careful consideration, the Board has concluded that the proposed action will not have a significant effect on the environment for the following reasons:

1. The proposed action will not result in a substantial adverse change in the existing air quality, ground or surface water quality, traffic or noise level, will not affect solid waste production, and will not affect erosion, flooding, leaching or drainage problems.

2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna nor interfere with the movement or any resident or migratory fish or wildlife species, nor impact on a significant habitat area, nor result in any other significant adverse effect to natural resources.

3. The proposed action will not encourage or attract a large number of people.

4. The proposed action is consistent with the community's current plans and goals for enforcement of Village laws.

5. The proposed action would not impair the character or quality of important historical, archeological, architectural or aesthetic resources of the Village.

6. The proposed action will not bring about a major change in the use of either the quantity or type of energy.

7. The proposed action will not create a hazard to human health.

8. The proposed action will not produce a substantial change in the use or intensity of land, including cultural or recreational resources, or its capacity to support existing uses.

9. The proposed action will not create a material demand for other actions that would result in any of the above consequences.

10. The proposed action will not change two or more elements in the environment, which when considered together could result in a substantial adverse impact on the environment.

11. When considered cumulatively with other actions, the proposed action will not have a significant effect on the environment or meet one of the above criteria.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of the Incorporated Village of Freeport, after reviewing the above criteria has determined that the proposed action is not environmentally significant.

The Clerk polled the Board as follows:

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

Approved as to form

Deputy Village Attorney

EXHIBIT H

AGREEMENT made this _____ day of _____, 2024 by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation duly formed under the Laws of the State of New York with municipal offices at 46 North Ocean Avenue, Freeport, New York 11520, hereinafter referred to as "the Village" and the FREEPORT VOLUNTEER FIRE DEPARTMENT, with offices at 15 Broadway, Freeport, New York 11520 hereinafter referred to as the "FFD", for the provision of fire protection, supplemental ambulance service and emergency service also known as Emergency Rescue Services, within the Incorporated Village of Freeport pursuant to the provisions of §4-412 of the Village Law for the State of New York and, where applicable subject to the provisions §209-(b) of the General Municipal Law for the State of New York.

FIRST: In consideration of the payment of the sum of $151,000.00 plus other good and valuable consideration, the FFD shall provide the Village with fire protection, ambulance service and emergency rescue service specified in §4-412(a) of the Village Law and, where applicable §209-(b) the General Municipal Law of the State of New York.

SECOND: The Village shall also provide the FFD with the necessary apparatus, and equipment for the purposes enumerated herein and shall also continue to provide the several firehouses for purposes enumerated herein.

THIRD: The FFD will dedicate its full resources to the purposes herein, including the following companies and Fire Headquarters; and agrees to undertake the extinguishment of any fire that might occur within the corporate limits of Freeport and also agrees to furnish emergency rescue service in case of accidents, calamities or other emergencies in connection with the services of firefighters that may be required as well as in case of alarms of fire:

Excelsior Hook and Ladder Co. No. 1
Wide Awake Engine Co. No. 1
Ever Ready Hose Co. No. 1
Vigilant Hose Co. No. 2
Bayview Hose Co. No. 3
Patriot Hose Co. No. 4
Fort Apache Hose Co. No. 5
Emergency Rescue Co. No. 9

FOURTH: The term of this contract shall be for a period of one year, commencing on March 1, 2024 and terminating on February 28, 2025.

FIFTH: The FFD hereby agrees to keep clean all apparatus and equipment and buildings supplied to it by the Village including but not limited to the following firehouses:

Excelsior Hook and Ladder Co. No. 1
Wide Awake Engine Co. No. 1
Ever Ready Hose Co. No. 1
Vigilant Hose Co. No. 2
Bayview Hose Co. No. 3
Patriot Hose Co. No. 4
Fort Apache Hose Co. No. 5
Emergency Rescue Co. No. 9

SIXTH: This contract is subject to the adoption of a Resolution by the Board of Trustees for the Incorporated Village of Freeport, approving this contract pursuant to the provisions of §4-412(9) of the Village Law for the State of New York.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this _____ day of _____, 2024

INCORPORATED VILLAGE OF FREEPORT

BY: _____
ROBERT T. KENNEDY, MAYOR

FREEPORT VOLUNTEER FIRE DEPT

BY: _____
ALBEIRO GONZALEZ
CHIEF OF DEPARTMENT

BY: _____
GERARDO CARDOSO JR
SECRETARY