



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

- c) Request approval of the Freeport Fire Council and that membership be granted to Huewiane Bobb, Hose Co. #2.
  - d) Request approval of the Freeport Fire Council and that membership be granted to Raymond Alverado, Hose Co. #2.
  - e) Request approval of the Freeport Fire Council and that membership be granted to Mattieu Gayle, Hose Co. #4.
  - f) Request approval of the Freeport Fire Council and that membership be granted to Andrew Firmes, Emergency Rescue #9.
  - g) Request approval of the Freeport Fire Council and that membership be granted to Jared Bermudez, Truck Co. #1.
4. **WATER & SEWER** – Robert R. Fisenne
- a) Request approval of the professional services agreement for the 2025 Annual Water Quality Report for the Freeport Water Department with JRH Consulting Engineers, D.P. C., 3555 Veterans Memorial Highway, suite A, Ronkonkoma, New York 11779, not to exceed \$10,000.

**COMMENTS PERMITTED ON AGENDA ITEMS**

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

**Date:** February 26, 2026  
**To:** Mayor Robert T. Kennedy  
**From:** Eric Rosmarin, Superintendent of Electric Utilities  
**Re:** Bid Recommendation - #26-02-ELEC-770  
300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55

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At the bid opening on February 24, 2026, the Electric Department received one bid response for 300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55. Four bids were picked up. The responsive and responsible bidder meeting specifications was Sprague Operating Resources LLC. The term of this contract is from March 1, 2026 to February 29, 2028 with a one-year extension option subject to the mutual consent of both parties. Sprague has been providing excellent service to the Village of Freeport for many years.

Company	Delivered Cost per Gallon
Sprague Operating Resources LLC	Argus New York Harbor Barge ULSK #1 + \$0.8082

It is the recommendation of the Superintendent of Electric Utilities that the bid for 300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55 be awarded to the sole responsive and responsible bidder Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, for the Argus New York Harbor Barge ULSK #1 + \$0.8082/gallon delivered to Freeport for the term March 1, 2026 to February 29, 2028, with a one-year extension option. The cost for the fuel oil will be charged to Account #E 7141006 510000 – Production Expense for the Combustion Turbine (LM6000). There are sufficient funds available to cover this expense.

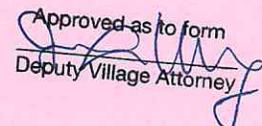


Eric Rosmarin  
Superintendent of Electric Utilities

ER:db

Attachments

cc: Howard Colton, Village Attorney  
Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Jenell Muir, Mayor's Office  
Alvin McDaniel, Comptroller

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 January 26, 2026, the Board authorized the Village Clerk is hereby authorized to publish a Notice to Bidders, for “300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55”, Bid #26-02-ELEC-770; and

**WHEREAS**, at the bid opening on February 24, 2026, four (4) bids were picked up and one (1) bid was received for the referenced bid; and

**WHEREAS**, the sole responsive and responsible bidder meeting specifications was Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, at the rate of the Argus New York Harbor Barge ULSK #1 + \$0.8082/gallon delivered to Freeport; and

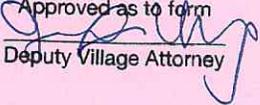
**WHEREAS**, the contract will be for a retroactive term from March 1, 2026 to February 29, 2028, with a one-year extension option subject to the mutual consent of both parties; and

**WHEREAS**, the cost for the fuel oil will be charged to Account #E 7141006 510000 – Production Expense for the Combustion Turbine (LM6000), an there are sufficient funds available to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to sign any paperwork necessary to award the bid for “300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55” (Bid #26-02-ELEC-770) to Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801, at the rate of the Argus New York Harbor Barge ULSK #1 + \$0.8082/gallon, delivered to Freeport, for a retroactive term from March 1, 2026 to February 29, 2028, with a one-year extension option subject to the mutual consent of both parties.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	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: Eric Rosmarin, Superintendent of Electric Utilities                      January 27, 2026  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 26, 2026:

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

**WHEREAS**, the Village of Freeport Electric Department requires the purchase of 300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55, which is used to run the LM6000 located at Power Plant #2; and

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

**WHEREAS**, the cost for this expense will be charged to Account #E 7141006 510000 – Production Expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk is hereby authorized to publish a Notice to Bidders, for “300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55”, Bid #26-02-ELEC-770, in the Freeport Herald and other relevant publications of general circulation on January 29, 2026, with bid documents will be available from February 2, 2026, to February 13, 2026, with a return date of February 17, 2026.

The Clerk polled the Board as follows:

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

cc:

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

# ADDENDUM #1

*No. of pages included: 1*

*Date: February 10, 2026*

**To: Prospective bidders**

**From: Taylor D'Orta  
Buyer**

***If you do not receive all pages, please contact:***

**INC VILLAGE OF  
FREEPORT 46 NORTH  
OCEAN AVENUE  
FREEPORT, NY 11520  
phone: 516-377-2304  
E-mail: [tdorta@freeportny.gov](mailto:tdorta@freeportny.gov)**

***Subject: BID# 26-02-ELEC-770***

**300,000 GALLONS, MORE OR LESS, FUNGIBLE AVIATION KEROSENE GRADE 55**

***Message: Addendum #1***

**Bidders are advised of the following:**

**\*\*DUE TO A WEBSITE ISSUE THIS BID HAS BEEN EXTENDED\*\***

- BID DOCUMENTS ARE NOW AVAILBLE UNTIL 4PM ON February 20<sup>TH</sup> 2026
- THIS BID WILL NOW OPEN AT 11AM ON February 24<sup>TH</sup> 2026

# VILLAGE OF FREEPORT

Nassau County, New York



Contract and Specifications For

**300,000 GALLONS, MORE OR LESS,  
FUNGIBLE AVIATION KEROSENE GRADE 55**

**BID #26-02-ELEC-770**

MAYOR

ROBERT T. KENNEDY

TRUSTEES

JORGE A. MARTINEZ

CHRISTOPHER L. SQUERI

EVETTE SANCHEZ

JACQUES V. BUTLER

PAMELA WALSH BOENING, VILLAGE CLERK

HOWARD COLTON, VILLAGE ATTORNEY

ISMAELA HERNANDEZ, TREASURER



ERIC ROSMARIN, SUPERINTENDENT

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## NOTICE TO BIDDERS

**300,000 GALLONS, MORE OR LESS,  
FUNGIBLE AVIATION KEROSENE GRADE 55  
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 "300,000 GALLONS, MORE OR LESS, FUNGIBLE AVIATION KEROSENE GRADE 55" until 11:00 A.M. on Tuesday, February 17, 2026, 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](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Monday, February 2, 2026, until 4:00 P.M. on Friday, February 13, 2026.

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.

Taylor D'Orta  
Buyer  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – January 29, 2026

## **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 Procurement:  
"300,000 GALLONS, MORE OR LESS, FUNGIBLE AVIATION KEROSENE GRADE 55"

### **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, February 2, 2026, until 4:00 P.M. on Friday, February 13, 2026.

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 one of the bid documents and shall be submitted in a sealed envelope clearly marked "300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55", together with the name of the bidder.

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:

Office of the 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 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, and the check accompanying the proposal shall be forfeited to the Village.

17. **GUARANTEE**

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

18. **RIGHT TO REJECT 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 warranties. Deliver to: Power Plant No. 2, 289 Buffalo Avenue, Freeport, N.Y. 11520.

21. **STATE OF NEW YORK PREVAILING WAGES**

Attached in the Appendix is the current schedule of the prevailing wage rates and prevailing hourly supplements for fuel delivery.

DETAILED SPECIFICATIONS

SPECIFICATION  
FOR  
300,000 GALLONS, MORE OR LESS, FUNGIBLE  
AVIATION KEROSENE GRADE 55

INC. VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
(Freeport Electric)

## Specifications

### Fungible Aviation Kerosene Grade 55

#### Important:

Price Must Be Inserted With Typewriter Or  
Ink. Bid Must Be Signed In Ink.

#### Period Covered:

Terms and duration of this contract will be from March 1, 2026 through February 29, 2028. The Village reserves the right to extend the contract up to one (1) additional year. However, the termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject to the mutual consent of both parties.

- 1.1 The following specifications cover terms and conditions for the supply of Fungible Aviation Kerosene Grade 55 with physical and chemical properties listed below:

Colonial Pipeline Company

### **Product Specifications Specifications For Fungible Aviation Kerosene Grade 55**

#### 3.17.1

**EPA Designation: Kerosene**

Cancels Previous Issues of Grade 55

Product Property	ASTM Test Method	Test Results		Note
		Minimum	Maximum	
<b>General Properties</b>				
Color: Origin	D156, D6045	21		
Color: Delivery	D156, D6045	18		
Gravity	D287, D1298 D4052	37	51	
Net Heat of combustion BTU/Pound	D3338, D4529 D4809	18,400		
Corrosion 2 hrs. @ 212°F(100°C)	D130		1	
Cetane Index	D613, D6890 D7170	40	9	
MSEP: Origin	D3948	85		
MSEP: Delivery	D3948	75		
Electrical Conductivity, pS/m @ 21°C(70°F)	D2624		Report	
Ash, wt. %	D482		0.01	

(Cont.)

Product Property	ASTM Test Method	Test Results		Note
		Minimum	Maximum	
<b>General Properties</b>				
Determination of	MIL-T-5624P, D5452			
Filtration Time or Volume			Report	3
Total Solids or Particulate			Report	
<b>Low Temperature Properties</b>				
Freezing Point, °C	D2386, D5972 D7153, D7154		-40	7
Viscosity, cSt @ 104°F (40°C)	D445	1.3	1.9	
Viscosity, cSt @ -4°F (-20°C)	D445		8.0	
<b>Volatility</b>				
Flash Point, °F	D56, D3828	123		
Distillation, °C(°F)	D86			8
10% recovered			205(400)	
50% recovered		Report		
90% recovered			288(550)	
End Point			300(572)	
Residue, %			1.5	
Loss, %			1.5	
Or Simulated Distillation, °C(°F)	D2887			8
10% recovered			185(365)	
50% recovered		Report		
90% recovered			304(579)	
End Point			340(644)	
<b>Stability</b>				
Existent Gum, mg/100 ml	D381, IP540		7.0	
Thermal Stability @ 275°C	D3241			Origin
Pres. Drop in mm/Hg			25	
Tube deposit less than code			Code 3	
				No Peacock or Abnormal Color Deposits

Product Property	ASTM Test Method	Test Results		Note
		Minimum	Maximum	
<b>Stability (continued)</b>				
Thermal Stability @ 260°C	D3241			Delivery
Pres. drop in mm/Hg			25	
Tube deposit less than code			Code 3	
		No Peacock or Abnormal Color Deposits		
Carbon Residue; Ramsbottom on 10% bottom	D524		0.15	
<b>Composition Properties</b>				
Sulfur, wt.%	D4294, D5453		0.0015	4
Aromatics, vol.%	D1319		25	
Mercaptan Sulfur, wt.%	D3227		0.003	5
OR				
Doctor test	D4952		Negative (sweet)	
Acidity total max, mg KOH/g	D3242		0.1	
<b>Combustion Properties</b>				
Smoke point, mm	D1322	25		
OR				
Smoke point, mm and Naphthalenes, vol.%	D1322	18		
	D1840		3.0	
Burning Quality	D187	Report		6

**NOTES:**

1. Produce shall be clear and bright and free of suspended matter.
2. Additive requirements/restrictions – refer to section 3.2.
3. At this time, the test limits described in MIL-T-5624P, Appendix A, parts 70.a(1) and 70.b will not be imposed.
4. Origin laboratory certifying sulfur content can qualify the test method used per EPA performance based testing criteria (see CFR 80.584). The referee test method will be ASTM D5453.
5. Mercaptan Sulfur waived if fuel is negative by Doctor test.
6. Typical results pass according to Paragraph 4.2 of ASTM D3699 Standard Specifications for kerosene.
7. The referee method will be D2386.
8. Either physical or simulated distillation can be used. The referee test method will be ASTM D 86.
9. Where cetane number by test method D613 is not available, test method D4737A can be used as an approximation.
10. On line # 17 may contain trace amounts of Bio-Diesel and can't be used for aviation kerosene. Locations affected: Griffin, Macon, South Macon, Americus, North Albany, South Albany, and Bainbridge.

If the fuel delivered does not meet the above specifications, the purchaser reserves the right to terminate this contract at any time.

## 1.2 Estimated Quantities

The estimated quantities covered by this bid is for the three hundred thousand (300,000) gallons and is merely estimated quantities based upon experience and is given for information purposes only. The Village will not be compelled to order the total estimated amount. Contracts, however, shall be for the quantities actually ordered by the Municipal Electric Utility during the period specified.

This fuel is for use in the Village of Freeport Municipal Generating Stations and the major consumption (approximately 80% of volume) is during the months of June, July and August where a maximum is caused by the Summer peaking requirements of the Utility.

## 1.3 Delivery

Delivery of initial shipment shall be delivered within 24 hours, as scheduled by Freeport's Chief Power Plant Operator, in quantities stipulated. Vendor must be capable of delivering at least 24,000 gallons each scheduled day until delivery is complete. All deliveries shall be by tank truck Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m. Vendor shall deliver fuel with vehicles wholly owned and operated by vendor and not by subcontractor. The vendor will be fully responsible for any oil leakage or spillage during transportation and on site, including the point of the fuel tank fuel line at the Power Plants.

## 1.4 Testing

1.4.1 The supplier shall provide an oil test report for all deliveries in this category. An oil sample shall be drawn within twenty-four (24) hours from the same storage tank that the delivery truck is filled from and shall show test results for all items identified in the specifications.

1.4.2 The Village will draw samples and test oil deliveries.

## 1.5 Price

The bid price figures submitted shall be on a per gallon basis, temperature corrected to 60°F, delivered to Village of Freeport Power Plant No. 2, 289 Buffalo Avenue, Freeport, N.Y. Escalation or decrease in fuel cost relative to base price shall be based on Argus New York Harbor Barge ULSK #1 Average.

## 1.6 Insurance

The successful contractor shall within thirty (30) days after award of contract furnish and maintain the following:

- (a) Workers' Compensation & N.Y.S. Disability Benefits coverage in the amounts required by statute.
- (b) Comprehensive General Liability Insurance (Broad Form), with the Inc. Village of Freeport named as additional insured for the entire policy period. Required Minimum Limits: \$1,000,000 Combined Single Limit per occurrence and \$2,000,000 aggregate. This coverage must include premises and operation, and products and completed operations.

- (c) Contractual Liability coverage with Hold Harmless\* agreement.
- (d) Comprehensive Automobile Liability Insurance: Minimum \$1,000,000 combined Single Limit, covering all owned, non-owned and leased vehicles.
- (e) All policies and certificates must provide that thirty (30) days prior notice will be given to the Village by registered mail for any cancellation or modification of the insurance.
- (f) Insurance companies providing the required insurance policies must be New York State admitted carriers, have a policy holder's rating of \*A\* or better and a financial rating of at least \*10\* or better according to the current Best Insurance Rating Guide.

#### 1.7 Term

Term and duration of this contract will be from March 1, 2026 through February 29, 2028. The Village reserves the right to extend the contract up to one (1) additional year. However, the termination of this contract may be further extended up to two (2) months beyond the termination date stated herein. All extensions are subject upon the mutual consent of both parties.

#### 1.8 Conditions

Failure to comply with the foregoing conditions shall be grounds by the Village to rescind the award and to terminate the Contract.

#### 1.9 Payment

Monthly payment shall be made within fifteen (15) days after receipt of invoice with attached copies of delivery slips for product delivered in previous month. All correspondence regarding payment shall be forwarded to Village of Freeport Purchasing Department, Freeport Electric, 46 North Ocean Avenue, Freeport, N.Y. 11520.

#### 1.10 Exceptions

Exceptions to the specification must be in writing and itemized in Appendix A. All exceptions will be reviewed and acceptability determined by FE during evaluation.

**300,000 Gallons, More or Less, Fungible Aviation  
Kerosene Grade 55**

DATE: February 18, 2026

NAME: Sprague Operating Resources LLC

ADDRESS: 185 International Drive

Portsmouth, NH 03801

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.

**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**" Price 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.
- 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.

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 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: Sprague Operating Resources LLC

BIDDER'S ADDRESS: 185 International Drive, Portsmouth, NH 03801

BIDDER'S F.E.I.N.: 02-0415440

BIDDER'S TELEPHONE (DAY): 800-880-6037

(NIGHT - EMERGENCY): 800-880-6037

FAX NUMBER: 914-328-6711

SIGNED BY: Tim Winters

TITLE: Tim Winters, Vice President

DATE: February 18, 2026

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

NAME & TITLE	ADDRESS
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: Sprague Operating Resources LLC

BUSINESS ADDRESS OF BIDDER:  
185 International Drive, Portsmouth, NH 03801

DATED: THE 18th DAY OF February, 2026

## REFERENCES

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

1)

Name: William Young

Company: Long Island Power Authority

Address: 100 East Old Country Road

Hicksville, NY 11801

Phone: 973-430-6270

2)

Name: John Olson

Company: NRG Power Marketing

Address: 211 Carnegie Center Drive

Princeton, NJ 05840

Phone: 606-524-4707

3)

Name: Eric Rosmarin

Company: Village of Freeport

Address: 289 Buffalo Ave

Freeport, NY 11520

Phone: 516-377-2389

**BID PROPOSAL**

300,000 Gallons, More or Less, Fungible Aviation Kerosene Grade 55, as per specifications  
or equal, for Power Plant No. 2

Name of Bidder: Sprague Operating Resources LLC

Address: 185 International Drive

City & State: Portsmouth, New Hampshire 03801

Telephone No.: 877-689-1880

Fax No.: 914-328-6711

Email: contractmgmt@spragueenergy.com

To furnish the kerosene as specified, the price to be:

(A) Argus New York Harbor Barge ULSK #1 Average: \$3.5988

Date of Posting: February 10, 2026

Base Price = (Low & High) = \$3.5988 cents/Gallon

(B) Increase or Decrease Cost Per Gallon  
Delivered to Freeport: Plus \$ .8082 cents/Gallon  
If this does not apply write Minus ----- cents/Gallon  
\*None\* in the space provided Total \$4.4070 cents/Gallon

Four Dollars and 4070/100's

(Write Total Amount In Words)

<u>Tim Winters</u>	<u>Vice President</u>	<u>877-689-1880</u>
(Print Name)	(Title)	(Telephone No.)
<u>Tim Winters</u>	<u>Vice President</u>	<u>February 18, 2026</u>
(Signature of Bidder)	(Title)	(Date)

Note:

Proposals shall be made on the proper forms provided for that purpose and complete documents shall be submitted. Bids submitted in any other form or under conditions other than specified may be rejected.

PLEASE NOTIFY US IMMEDIATELY IF YOU CANNOT BID THIS ITEM.

## APPENDIX A

### Exceptions to the Specification

List by Paragraph #

Exceptions and Alternate Proposal

1.3 (Delivery) last sentence after "Power Plant" add "except to the extent caused by the acts or omissions of the buyer or its employees or agents".

## **APPENDIX B – PREVAILING WAGES**



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Inc. Village of Freeport

Donna Barr  
46 N Ocean Avenue  
Freeport NY 11520

Schedule Year 2025 through 2026  
Date Requested 01/13/2026  
PRC# 2026900031

Location Power Plant 2  
Project ID# 26-02-ELEC-770  
Occupation Type(s) Fuel Delivery

**PREVAILING WAGE SCHEDULE FOR ARTICLE 9 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 2025 through June 2026. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, [www.labor.ny.gov](http://www.labor.ny.gov). Future copies of the annual determination are also available on the Department's 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 Article 9 Public Work Building Service 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.

<b>NOTICE OF COMPLETION / CANCELLATION OF PROJECT</b>	
Date Completed: _____	Date Cancelled: _____
Name & Title of Representative: _____	

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



Kathy Hochul, Governor

Roberla Reardon, Commissioner

Inc. Village of Freeport

Donna Barr  
46 N. Ocean Avenue  
Freeport NY 11520

Schedule Year 2025 through 2026  
Date Requested 01/13/2026  
PRC# 2026900031

Location Power Plant 2  
Project ID# 26-02-ELEC-770  
Occupation Type(s) Fuel Delivery

### Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service 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:	_____		
Name:	_____		
Address:	_____ _____		
City:	_____	State:	_____
		Zip:	_____
Amount of Contract:	\$ _____	Occupation(s):	_____
Approximate Starting Date:	____/____/____	_____	
Approximate Completion Date:	____/____/____	_____	

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

www.labor.ny.gov.

PW 16.9

PWAsk@labor.ny.gov

## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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 Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); if a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, 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, contemporaneous, 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.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4058	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Nassau County Article 9**

**Fuel Delivery**

**01/01/2026**

**JOB DESCRIPTION** Fuel Delivery

**DISTRICT** 10

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per hour: 07/01/2025

\$ 33.83

**IMPORTANT INFORMATION:**

Article 9 §230.6, "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 2.46

**OVERTIME PAY**

See (B, B3) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- ( S ) Two and one half times the hourly rate for Holidays
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS; OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 )      Juneteenth

**New York State Department of Labor - Bureau of Public Work**  
**State Office Building Campus**  
**Building 12 - Room 130**  
**Albany, New York 12226**

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:  Contracting Agency  Architect or Engineering Firm  Public Work District Office Date: \_\_\_\_\_  
 (Check Only One)

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address  (Check if new or change)

Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

2. NY State Units (see Item 5).

- |   |  |
|---|--|
| <input type="checkbox"/> 01 DOT                                   | <input type="checkbox"/> 07 City   |
| <input type="checkbox"/> 02 OGS                                   | <input type="checkbox"/> 08 Local School District  |
| <input type="checkbox"/> 03 Dormitory Authority                   | <input type="checkbox"/> 09 Special Local District, i.e.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village  |
| <input type="checkbox"/> 05 Mental Hygiene<br>Facilities Corp.    | <input type="checkbox"/> 11 Town   |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT                 | <input type="checkbox"/> 12 County   |
|   | <input type="checkbox"/> 13 Other Non-N.Y. State<br>(Describe)                           |

3. SEND REPLY TO  (check if new or change)  
 Name and complete address:

Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- New Schedule of Wages and Supplements.  
 APPROXIMATE BID DATE: \_\_\_\_\_
- Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT: \_\_\_\_\_

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_  
 Description of Work \_\_\_\_\_  
 Contract Identification Number \_\_\_\_\_  
 Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
 Location on Site \_\_\_\_\_  
 Route No/Street Address \_\_\_\_\_  
 Village or City \_\_\_\_\_  
 Town \_\_\_\_\_  
 County \_\_\_\_\_

7. Nature of Project - Check One:

1. New Building  
 2. Addition to Existing Structure  
 3. Heavy and Highway Construction (New and Repair)  
 4. New Sewer or Waterline  
 5. Other New Construction (Explain) \_\_\_\_\_  
 6. Other Reconstruction, Maintenance, Repair or Alteration  
 7. Demolition  
 8. Building Service Contract

8. OCCUPATION FOR PROJECT:

- |   |  |
|---|--|
| <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) | <input type="checkbox"/> Fuel Delivery                                   |
| <input type="checkbox"/> Tunnel   | <input type="checkbox"/> Guards, Watchmen                                |
| <input type="checkbox"/> Residential  | <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators |
| <input type="checkbox"/> Landscape Maintenance                              | <input type="checkbox"/> Moving furniture and equipment                  |
| <input type="checkbox"/> Elevator maintenance                               | <input type="checkbox"/> Trash and refuse removal                        |
| <input type="checkbox"/> Exterminators, Fumigators                          | <input type="checkbox"/> Window cleaners                                 |
| <input type="checkbox"/> Fire Safety Director, NYC Only                     | <input type="checkbox"/> Other (Describe) _____                          |

9. Does this project comply with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester \_\_\_\_\_

Signature \_\_\_\_\_



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

**For inquiries please call 518-457-5589.**

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****6732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11851	03/14/2022	03/14/2027
DOL	DOL		CRAIG WICKE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	EEOA CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2028
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2028
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2028
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

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## Prevailing Wage

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Thank you for your submission. Your request has been assigned a 'Reference Number', and is being processed.

You will receive an email regarding your request within 24 to 48 hours

Reference Number: 1602329

Type of Contracting Agency: Village

### Contracting Agency

Inc. Village of Freeport  
Eric Rosmarin  
Superintendent  
46 N Ocean Avenue  
Freeport NY 11520  
  
(516) 377-2220  
(516) 377-2359 Fax  
erosmarin@freeportelectrco.com

### Send Reply To

Donna Barr  
Other  
46 N Ocean Avenue  
Freeport NY 11520  
  
(516) 377-2221  
(516) 377-2359 Fax  
dbarr@freeportelectrco.com

### Project Information

**Project Title** 300,000 Gallons of Kerosene  
**Description of Work** Delivery of kerosene for use at Power Plant 2.  
**Contract Id No.** 26-02-ELEC-770  
**Project Location(s)** Power Plant 2  
**Route No / Street Address** 289 Buffalo Avenue  
**Village / City** Freeport  
**Town**  
**State / Zip** NY 11520  
**Nature of Project** Building Service Contract (Article 9 Only)  
**Approximate Bid Date** 02/26/2026  
**Checked Occupation(s)** Fuel Delivery

### Applicable Counties

Nassau

Department of Labor

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[Language Access](#)

[Privacy Policy](#)



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#### REQUEST FOR WAGE AND SUPPLEMENT INFORMATION AS REQUIRED BY ARTICLES 8 AND 9 OF THE LABOR LAW

##### Contracting Agency

Type of Contracting Agency	Village ▾		
Name of Contracting Agency	Inc. Village of Freeport		
Address	46 N Ocean Avenue		
City	Freeport	State	NY Zip 11520 -
Agency Contact			
First Name	Eric	Last Name	Rosmarin
Title	Superintendent		
Phone	( 516 ) 377 - 2220	Ext.	
Fax	( 516 ) 377 - 2359		
Email	erosmarin@freeportelectric.com		

Send Reply To: someone other than the agency contact

Title/Role	Other ▾		
First Name	Donna	Last Name	Barr
Address	46 N Ocean Avenue		
City	Freeport	State	NY Zip 11520 -
Phone	( 516 ) 377 - 2221	Ext.	
Fax	( 516 ) 377 - 2359		
Email	dbarr@freeportelectric.com		

##### Project Information

Project Title	300,000 Gallons of Kerosene
---------------	-----------------------------

Description of Work

Contract Id No.

Project Locations(s)

Route No / Street Address

Village / City

Town

State  zip

Nature of Project  ▼

Approximate Bid Date  /  /

**Project Type / Occupations**

<p><b>Article 8 (Construction)</b></p> <p><input type="checkbox"/> Construction (Building, Heavy &amp; Highway, Sewer, Water, Tunnel)</p> <p><input type="checkbox"/> Residential</p>	<p><b>Article 9 (Building Service)</b></p> <p><input type="checkbox"/> Exterminators, Fumigators</p> <p><input checked="" type="checkbox"/> Fuel Delivery</p> <p><input type="checkbox"/> Guards, Security</p> <p><input type="checkbox"/> Janitor, Porter, Cleaner</p> <p><input type="checkbox"/> Landscape Maintenance Around Buildings</p> <p><input type="checkbox"/> Moving Furniture and Equipment</p> <p><input type="checkbox"/> Stationary Engineer (Monitoring Only)</p> <p><input type="checkbox"/> Trash and Refuse Removal</p> <p><input type="checkbox"/> Window Cleaners</p> <p><input type="checkbox"/> Fire Safety Director - NYC Only</p>
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**Applicable Counties**

<input type="checkbox"/> Albany	<input type="checkbox"/> Allegany	<input type="checkbox"/> Bronx	<input type="checkbox"/> Broome
<input type="checkbox"/> Cattaraugus	<input type="checkbox"/> Cayuga	<input type="checkbox"/> Chautauqua	<input type="checkbox"/> Chemung
<input type="checkbox"/> Chenango	<input type="checkbox"/> Clinton	<input type="checkbox"/> Columbia	<input type="checkbox"/> Cortland
<input type="checkbox"/> Delaware	<input type="checkbox"/> Dutchess	<input type="checkbox"/> Erie	<input type="checkbox"/> Essex
<input type="checkbox"/> Franklin	<input type="checkbox"/> Fulton	<input type="checkbox"/> Genesee	<input type="checkbox"/> Greene
<input type="checkbox"/> Hamilton	<input type="checkbox"/> Herkimer	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Kings
<input type="checkbox"/> Lewis	<input type="checkbox"/> Livingston	<input type="checkbox"/> Madison	<input type="checkbox"/> Monroe
<input type="checkbox"/> Montgomery	<input checked="" type="checkbox"/> Nassau	<input type="checkbox"/> New York	<input type="checkbox"/> Niagara
<input type="checkbox"/> Oneida	<input type="checkbox"/> Onondaga	<input type="checkbox"/> Ontario	<input type="checkbox"/> Orange
<input type="checkbox"/> Orleans	<input type="checkbox"/> Oswego	<input type="checkbox"/> Otsego	<input type="checkbox"/> Putnam
<input type="checkbox"/> Queens	<input type="checkbox"/> Rensselaer	<input type="checkbox"/> Richmond	<input type="checkbox"/> Rockland
<input type="checkbox"/> Saratoga	<input type="checkbox"/> Schenectady	<input type="checkbox"/> Schoharie	<input type="checkbox"/> Schuyler
<input type="checkbox"/> Seneca	<input type="checkbox"/> St. Lawrence	<input type="checkbox"/> Steuben	<input type="checkbox"/> Suffolk
<input type="checkbox"/> Sullivan	<input type="checkbox"/> Tioga	<input type="checkbox"/> Tompkins	<input type="checkbox"/> Ulster
<input type="checkbox"/> Warren	<input type="checkbox"/> Washington	<input type="checkbox"/> Wayne	<input type="checkbox"/> Westchester
<input type="checkbox"/> Wyoming	<input type="checkbox"/> Yates		

- Check if you want a paper copy of the wage and supplement information mailed to the address specified.
- Check if you want the email generated be sent to Agency contact.

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

**Date:** March 3, 2026  
**To:** Mayor Robert T. Kennedy  
**From:** Eric Rosmarin, Superintendent of Electric Utilities  
**Re:** EasyPower Software Agreement  
3/1/2026 – 2/28/2027

---

Attached for your review is the EasyPower Software Maintenance Agreement. EasyPower's software solutions include the following modules: arc flash analysis, power flow, short circuit, protective device coordination, dynamic stability, transient motor starting, harmonic analysis and many others. These modules allow us to identify and fix issues that arise with our electric grid. The annual fee renews our license for the application as well as gives us customer support in the event software problems arise. Bentley Systems acquired EasyPower on February 21, 2023. The price for the term March 1, 2025 through February 28, 2026 was \$1,539.35 (discounted by 25%). The price for FY 2027 is \$2,060.00.

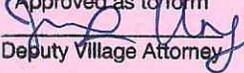
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board of Trustees retroactively approve the EasyPower Software Maintenance Contract supplied by Bentley Systems, Inc., 685 Stockton Drive, Exton, PA 19341 from March 1, 2026, to February 28, 2027, at a cost of 2,060.00. Further, that the Mayor be authorized to sign any and all documents necessary and proper to effectuate this agreement. This service shall be charged to E7815630 578100 (IT Contracts/Electric). There are sufficient funds available in this account to cover this cost.



Eric Rosmarin  
Superintendent of Electric Utilities

ER:db  
Attachment

Cc Howard Colton, Village Attorney  
Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Jenell Muir, Mayor's Office  
Alvin McDaniel, 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 February 10, 2025, the Board approved for the Easy Power Software Maintenance Contract supplied by Bentley Systems, Inc., 685 Stockton Drive, Exton, PA 19341, for a term from March 1, 2025 to February 28, 2026, for the cost of \$1,539.35; and

**WHEREAS**, the Village of Freeport Electric Utility requires the use of the EasyPower Software Maintenance programs, which include the following modules: arc flash analysis, power flow, short circuit, protective device coordination, dynamic stability, transient motor starting, harmonic analysis, and the modules will allow the utility to expand and repair any issues that could affect the electric grid; and

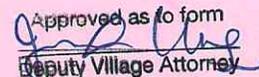
**WHEREAS**, the Easy Power Software Maintenance Contract supplied by Bentley Systems, Inc., 685 Stockton Drive, Exton, PA 19341, will be for a retroactive term from March 1, 2026 to February 28, 2027, at a cost of \$2,060.00; and

**WHEREAS**, this expense will be charged to budget line E7815630 578100 (IT Contracts/Electric), and there are sufficient funds in those accounts to cover the cost of this service; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to sign any documentation necessary to approve for the Easy Power Software Maintenance Contract supplied by Bentley Systems, Inc., 685 Stockton Drive, Exton, PA 19341, for a retroactive term from March 1, 2026 to February 28, 2027, at a cost of \$2,060.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney



# Invoice

Page 1 of 2

<b>Bill to party</b> Incorporated Village of Freeport 46 North Ocean Avenue Freeport NY 11520, USA	<b>Summary</b> Invoice Number 48690144 Invoice Date 02/02/2026 PO Number Customer Number 1006796620 Currency USD
<b>Remittance Information</b> Payment Terms: Net 30 Days Mail payment to: Bentley Systems, Inc. PO Box 828836, Philadelphia, PA 19182-8836 Electronic transfer to: Bentley Systems, Inc. Bank: PNC Bank SWIFT code: PNCCUS33 Acct No.: 8013590333 ABA: 031207607	<b>Fulfillment Electronically Delivered</b> Billing Period 03/01/2026 - 02/28/2027 Please reference your customer and invoice number with your payment.
	<b>Federal Tax Id.</b> 95-3936623

Item	Description	Qty	Total
10	EasyPower Pro 0300 Bus SELECT	1	2,060.00

Total Amount	2,060.00
Tax Amount	0.00
Total Invoice Amount	2,060.00

Bentley Systems, Incorporated 685 Stockton Drive, Exton, PA 19341  
Phone: 1-800-Bentley ( 1-800-236-8539) Fax: +1 (610) 458 2779  
Website: www.bentley.com E-mail: bac@bentley.com



# Details

Page 2 of 2

Invoice Number

48690144

**Ship to:**

Incorporated Village of Freeport  
46 North Ocean Avenue  
Freeport NY 11520, USA

Description	Qty	Unit Price	Gross Price	Discount/Surcharge	Total
EasyPower Pro 0300 Bus SELECT 03/01/2026 - 02/28/2027	1	2,060.00	2,060.00	0.00	2,060.00
			Site Subtotal		2,060.00
			Tax	0.00 %	0.00
			Site Total		2,060.00

**Sanctions and Export Controls:**

The Software is subject to U.S. sanctions and export control laws, regulations, and requirements, in addition to sanctions and export control laws, regulations and requirements of other agencies or authorities based outside of the United States (collectively referred to as "Sanctions and Export Controls"). Regardless of any disclosure made by you to Bentley of an ultimate destination of the Software, you must not export, re-export or transfer, whether directly or indirectly, the Software, or any portion thereof, or any system containing such Software or portion thereof, to anyone without first complying strictly and fully with all Sanctions and Export Controls that may be imposed on the Software and/or the export, re-export or transfer, direct or indirect, of the Software, and transactions related thereto. The entities, end uses and countries subject to restriction by action of the United States Government, or any other governmental agency or authority outside of the United States, are subject to change, and it is your responsibility to comply with all applicable Sanctions and Export Controls as they may be amended from time to time. You shall indemnify, defend and hold Bentley harmless for any breach of your obligations pursuant to this Section.

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: Eric Rosmarin, Superintendent of Electric Utilities February 11, 2025  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of February 10, 2025:

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

**WHEREAS**, on October 18, 2021, the Board approved the contract for the use of EasyPower Software Maintenance programs from EasyPower, LLC., 7730 SW Mohawk Street, Tualatin, Oregon, 97062 at a cost of \$2,805.00 for a period from March 1, 2022 through February 28, 2025; and

**WHEREAS**, the Village of Freeport Electric Utility requires the use of the EasyPower Software Maintenance programs, which include the following modules: arc flash analysis, power flow, short circuit, protective device coordination, dynamic stability, transient motor starting, harmonic analysis, and the modules will allow the utility to expand and repair any issues that could affect the electric grid; and

**WHEREAS**, Bentley Systems acquired Easy Power on February 21, 2023; Bentley informed the Village that multi-year contracts are no longer available; the multi-year price was \$935.00/year; and

**WHEREAS**, the Easy Power Software Maintenance Contract supplied by Bentley Systems, Inc., 685 Stockton Drive, Exton, PA 19341, will be for a term from March 1, 2025 to February 28, 2026, for the cost of \$1,539.35 (discounted 25%); and

**WHEREAS**, this expense will be charged to budget line E7815630 578100 (IT Contracts/Electric), and there are sufficient funds in those accounts to cover the cost of this service; and

**THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorized to sign any documentation necessary to approve for the Easy Power Software Maintenance Contract supplied by Bentley Systems, Inc., 685 Stockton Drive, Exton, PA 19341, for a term from March 1, 2025 to February 28, 2026, for the cost of \$1,539.35.

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

The Clerk polled the Board as follows:

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

cc:

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

# INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

**Date:** February 27, 2026

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re:** Consulting Services – Environmental Laboratories, Inc.

---

Attached is a consulting agreement for Environmental Laboratories, Inc. (ELI) to continue to provide emissions testing services for Power Plants 1 and 2. These tests are required by the New York State Department of Environmental Conservation. ELI has done a satisfactory job in the past and its services will be used on an as needed basis. No funds were spent on the FY 2026 contract. However, we are expecting to conduct mandatory testing during FY 2027.

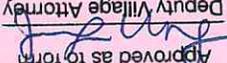
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve a contract with Environmental Laboratories, Inc. of 57 Verdi Street, Farmingdale, New York 11735, for emissions testing services at Freeport's Power Plants 1 and 2 for the period March 1, 2026 through February 28, 2027 for the not to exceed cost of \$17,500.00. These services will be charged to accounts E 7143151 510000, E 7143152 510000, E 7143156 510000 (Regulatory Agency Expenses). Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement.



Eric Rosmarin  
Superintendent of Electric Utilities

ER:db  
Attachments

Cc: Howard Colton, Village Attorney  
Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Jenell Muir, Mayor's Office  
Alvin McDaniel, 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 June 2, 2025, the Board approved an agreement between the Village of Freeport Electric Utility and Environmental Laboratories, Inc. (ELI), 57 Verdi Street, Farmingdale, New York 11735, for an amount not to exceed \$15,000.00, for a retroactive term commencing on March 1, 2025, and ending on February 28, 2026; and

**WHEREAS**, the Freeport Electric Utility has requested to enter into a consulting agreement with Environmental Laboratories, Inc, 57 Verdi Street, Farmingdale, New York 11735, in an amount not to exceed \$17,500.00 for emissions testing services on Power Plants #1 and 2; and

**WHEREAS**, these tests are required by the New York State Department of Environmental Conservation and ELI has done a satisfactory job in the past and its services will be used on an as needed basis; 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

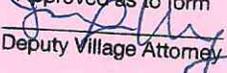
**WHEREAS**, the Superintendent of Electric is requesting that the contract be approved for an amount not to exceed \$17,500.00, for a retroactive term commencing on March 1, 2026, and ending on February 28, 2027; and

**WHEREAS**, these services will be charged to accounts E 7143151 510000, E7143152 510000, and E 7143156 510000 (Regulatory Agency Expenses); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to execute any and all documentation necessary to effectuate an agreement between the Village of Freeport Electric Utility and Environmental Laboratories, Inc. (ELI), 57 Verdi Street, Farmingdale, New York 11735, for an amount not to exceed \$17,500.00, for a retroactive term commencing on March 1, 2026, and ending on February 28, 2027.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	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: Eric Rosmarin, Superintendent of Electric Utilities June 3, 2025  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of June 2, 2025:

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

**WHEREAS**, on January 22, 2024, the Board approved an agreement between the Village of Freeport Electric Utility and Environmental Laboratories, Inc (ELI), 57 Verdi Street, Farmingdale, New York 11735, for a not to exceed amount of \$15,000 from March 1, 2024 through February 28, 2025; and

**WHEREAS**, the Freeport Electric Utility has requested to enter into a consulting agreement with Environmental Laboratories, Inc, 57 Verdi Street, Farmingdale, New York 11735, in an amount not to exceed \$15,000 for emissions testing services on Power Plants #1 and 2; and

**WHEREAS**, these tests are required by the New York State Department of Environmental Conservation and ELI has done a satisfactory job in the past and its services will be used on an as needed basis; and

**WHEREAS**, to date, no funds have been expended on the current 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 Superintendent of Electric is requesting that the contract be approved for an amount not to exceed \$15,000, for a retroactive term commencing on March 1, 2025, and ending on February 28, 2025; and

**WHEREAS**, these services will be charged to accounts E 7143151 510000, E7143152 510000, and E 7143156 510000 (Regulatory Agency Expenses); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to execute any and all documentation necessary to effectuate an agreement between the Village of Freeport Electric Utility and Environmental Laboratories, Inc. (ELI), 57 Verdi Street, Farmingdale, New York 11735, for an amount not to exceed \$15,000, for a retroactive term commencing on March 1, 2025, and ending on February 28, 2025.

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

The Clerk polled the Board as follows:

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

cc:

---

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

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**ENVIRONMENTAL LABORATORIES, INC.**

**MARCH 1, 2026 - FEBRUARY 28, 2027**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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 ENVIRONMENTAL LABORATORIES, INC., with an office located at 57 Verdi Street, Farmingdale, New York 11735 (hereinafter referred to as "ELI"):

### WITNESSETH:

WHEREAS, ELI has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular emissions testing at the IVF's Power Plants 1 and 2;

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

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

### TERMS AND CONDITIONS

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

1. *Contract.*

IVF hereby contracts with ELI as an independent contractor, and ELI hereby accepts contract based 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, 2026 and shall terminate on February 28, 2027 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 ELI for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by ELI under this Agreement, the IVF shall pay ELI a fee not to exceed \$17,500.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

ELI shall provide general emissions testing services for the IVF's power plants on an as needed basis.

5. *Extent of Services.*

ELI shall devote such time, attention and energies to the IVF as is required. ELI 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 ELI shall not disclose any information, IVF documents and/or other information given to or acquired by ELI in the course of performing its duties.

6. *Expenses.*

ELI is authorized to incur reasonable expenses related to ELI's performance of the aforesaid duties. The IVF will reimburse ELI for all reasonable expenses authorized by the IVF upon the presentation by ELI, 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. ELI agrees to submit, on or before the first day of each month, an invoice 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.*

ELI acknowledges and agrees that this contract shall not give or extend to ELI or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to ELI under the terms of this Agreement. Moreover, ELI will hold the IVF harmless for any automobile liability that may occur on IVF property. ELI further acknowledges and agrees that ELI will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Insurance.*

ELI 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.
- ELI 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.

9. *Death or Disability.*

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

10. *Assignment.*

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

11. *Notices.*

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

INCORPORATED VILLAGE OF  
FREEPORT  
46 North Ocean Avenue  
Freeport, NY 11520

ENVIRONMENTAL LABORATORIES, INC.  
57 Verdi Street  
Farmingdale, NY 11735

12. *Confidentiality.*

ELI 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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *Disclosure.*

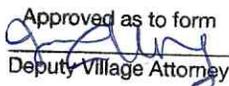
ELI hereby affirmatively states that no elected official, officer or employee of IVF has any interest in ELI.

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

**INCORPORATED VILLAGE OF FREEPORT**

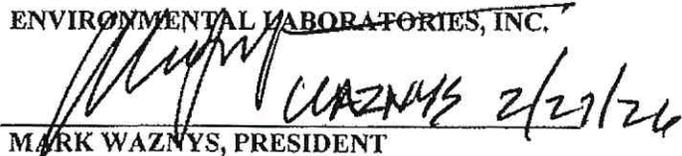
BY:

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

Approved as to form  
  
Deputy Village Attorney

**ENVIRONMENTAL LABORATORIES, INC.**

BY:

  
\_\_\_\_\_  
**MARK WAZNYS, PRESIDENT**

# INCORPORATED VILLAGE OF FREEPORT

INTER-DEPARTMENT CORRESPONDENCE

**Date:** February 27, 2026

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re:** Consulting Services – Grove Climate Group, LLC

Attached is a consulting agreement for Grove Climate Group, LLC (Grove) to continue to provide federal consulting services related to climate and clean energy matters. The Village of Freeport is a member of the New York Association of Public Power (NYAPP). Grove will be providing advice on climate and clean energy concerns to NYAPP. The Village will be paying Grove directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC. **The cost of these services remain the same.**

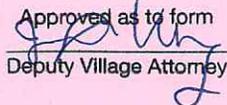
Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve an environmental consulting contract with Grove Climate Group, LLC located at 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, for a term of one year effective March 1, 2026 for the not to exceed cost of \$18,330.00. These services will be charged to E7852140 578100 (NYAPP). Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement.



Eric Rosmarin  
Superintendent of Electric Utilities

ER:db  
Attachment

Cc Howard Colton, Village Attorney  
Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Jenell Muir, Mayor's Office  
Alvin McDaniel, Comptroller

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 Electric Utilities is requesting Board approval to enter into a Consulting Agreement to continue to provide federal consulting services related to climate and clean energy concerns to the New York Association of Public Power (NYAPP); and

**WHEREAS**, the Village of Freeport is a member of NYAPP; 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**, Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular federal consulting services related to climate and clean energy matters; and

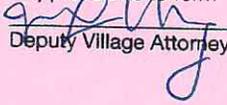
**WHEREAS**, Grove Climate Group, LLC, is an independent contractor ready, willing and able to provide services to the Village for a retroactive term from March 1, 2026 to February 28, 2027, for a not-to-exceed cost of \$18,330.00; and

**WHEREAS**, these services will be charged to E7852140 578100 (NYAPP); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorize to sign any documentation necessary to effectuate a Consulting Agreement with Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, for term from March 1, 2026 to February 28, 2027, for a not-to-exceed cost of \$18,330.00.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	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: Eric Rosmarin, Superintendent of Electric Utilities January 30, 2025

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 27, 2025:

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 Board approval to enter into a Consulting Agreement to continue to provide federal consulting services related to climate and clean energy concerns to the New York Association of Public Power (NYAPP); and

**WHEREAS**, the Village of Freeport is a member of NYAPP; 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**, Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular federal consulting services related to climate and clean energy matters; and

**WHEREAS**, Grove Climate Group, LLC, is an independent contractor ready, willing and able to provide services to the Village for a term from March 1, 2025 to February 28, 2026, for a not-to-exceed cost of \$18,330.00; and

**WHEREAS**, these services will be charged to E7852140 578100 (NYAPP); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate a Consulting Agreement with Grove Climate Group, LLC, 104R NC Highway 54 Bypass #241, Carrboro, NC 27510, for term from March 1, 2025 to February 28, 2026, for a not-to-exceed cost of \$18,330.00.

The Clerk polled the Board as follows:

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

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**GROVE CLIMATE GROUP, LLC**

**MARCH 1, 2026 - FEBRUARY 28, 2027**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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 GROVE CLIMATE GROUP, LLC, with an office located at 104R NC Highway 54 Bypass #241, Carrboro, NC 27510 (hereinafter referred to as "GROVE"):

### WITNESSETH:

WHEREAS, GROVE has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular federal consulting services related to climate and clean energy matters;

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

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

### TERMS AND CONDITIONS

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

1. *Contract.*

IVF hereby contracts with GROVE as an independent contractor, and GROVE hereby accepts contract based 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, 2026 and shall terminate on February 28, 2027 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 GROVE for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by GROVE under this Agreement, the IVF shall pay GROVE a fee not to exceed \$18,330.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

GROVE shall provide federal consulting services related to climate and clean energy matters for the New York Association of Public Power of which the Village is a member.

5. *Extent of Services.*

GROVE shall devote such time, attention and energies to the IVF as is required. GROVE 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 GROVE shall not disclose any information, IVF documents and/or other information given to or acquired by GROVE in the course of performing its duties.

6. *Expenses.*

GROVE is authorized to incur reasonable expenses related to GROVE's performance of the aforesated duties. The IVF will reimburse GROVE for all reasonable expenses authorized by the IVF upon the presentation by GROVE, 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. GROVE agrees to submit, on or before the first day of each month, an invoice 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.*

GROVE acknowledges and agrees that this contract shall not give or extend to GROVE or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to GROVE under the terms of this Agreement. Moreover, GROVE will hold the IVF harmless for any automobile liability that may occur on IVF property. GROVE further acknowledges and agrees that GROVE will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Death or Disability.*

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

9. *Assignment.*

This Agreement may not be assigned by GROVE 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

GROVE CLIMATE GROUP, LLC  
104R NC Highway 54 Bypass #241  
Carrboro, NC 27510

11. *Confidentiality.*

GROVE 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.*

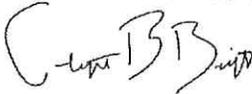
GROVE hereby affirmatively states that no elected official, officer or employee of IVF has any interest in GROVE.

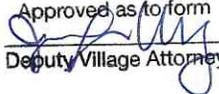
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**INCORPORATED VILLAGE OF FREEPORT**

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

**GROVE CLIMATE GROUP, LLC**

BY:  \_\_\_\_\_  
CLINTON BRITT, PRESIDENT

Approved as to form  
  
Deputy Village Attorney

# **INCORPORATED VILLAGE OF FREEPORT**

*INTER-DEPARTMENT CORRESPONDENCE*

**Date:** March 3, 2026

**To:** Mayor Robert T. Kennedy

**From:** Eric Rosmarin, Superintendent of Electric Utilities

**Re:** Renewal Agreement -- The Roffe Group of Robinson+Cole

Attached is an agreement between the Inc. Village of Freeport and The Roffe Group of Robinson+Cole ("the firm"). Under the scope of the Agreement, the firm will provide lobbying services to the New York Association of Public Power (NYAPP) of which the Village is a member. The Village will be paying the firm directly for these services instead of making the payment through Duncan, Weinberg, Genzer & Pembroke, PC. Freeport's portion is a monthly fixed fee of \$1,410.00 plus 23.5% of the miscellaneous expenses incurred. The contract period is from March 1, 2026 through February 28, 2027. **The contract amount remains the same as FY 2026.**

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees retroactively approve the agreement for lobbying services with The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, effective March 1, 2026 through February 28, 2027 for the cost of \$16,920.00 plus 23.5% of the miscellaneous expenses incurred. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. These services will be charged to E7852140 578100 (NYAPP). There are sufficient funds available for this expense.

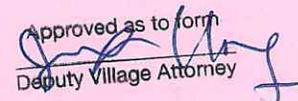


Eric Rosmarin  
Superintendent of Electric Utilities

ER:db

Attachments

Cc Howard Colton, Village Attorney  
Taylor D'Orta, Buyer  
Pamela Walsh Boening, Village Clerk  
Jenell Muir, Mayor's Office  
Alvin McDaniel, Comptroller

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board to approve a Consultant Agreement for lobbying services; 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 Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular government relations lobbying; and

**WHEREAS**, under the scope of the Agreement, the firm will provide lobbying services to the New York Association of Public Power (NYAPP) of which the Village is a member; and

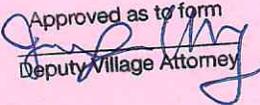
**WHEREAS**, the Village will be paying the firm, The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, for a retroactive term from March 1, 2026 through February 28, 2027, for the cost of \$16,920.00 plus 23.5% of the miscellaneous expenses incurred; and

**WHEREAS**, these services will be charged to E7852140 578100 (NYAPP); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board hereby approves, and the Mayor is hereby authorized to execute the Consultant Agreement for lobbying services with The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, for a retroactive term from March 1, 2026 through February 28, 2027, for the cost of \$16,920.00 plus 23.5% of the miscellaneous expenses incurred.

The Clerk polled the Board as follows:

Deputy Mayor Martinez	VOTING
Trustee Squeri	VOTING
Trustee Sanchez	VOTING
Trustee Butler	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: Eric Rosmarin, Superintendent of Electric Utilities March 26, 2025  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of March 24, 2025:

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

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

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board to approve a Consultant Agreement for lobbying services; 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 Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular government relations lobbying; and

**WHEREAS**, under the scope of the Agreement, the firm will provide lobbying services to the New York Association of Public Power (NYAPP) of which the Village is a member; and

**WHEREAS**, the Village will be paying the firm, The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, retroactive from March 1, 2025 through February 28, 2026, for the cost of \$16,920.00 plus 23.5% of the miscellaneous expenses incurred; and

**WHEREAS**, these services will be charged to E7852140 578100 (NYAPP); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approves, and the Mayor be and is hereby authorized to execute the Consultant Agreement for lobbying services with The Roffe Group of Robinson+Cole, 111 Washington Avenue, Third Floor, Albany, NY 12210, retroactive from March 1, 2025 through February 28, 2026, for the cost of \$16,920.00 plus 23.5% of the miscellaneous expenses incurred.

The Clerk polled the Board as follows:

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

# **CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**THE ROFFE GROUP OF ROBINSON+COLE**

**MARCH 1, 2026 - FEBRUARY 28, 2027**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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"), THE ROFFE GROUP OF ROBINSON+COLE, with an office located at 111 Washington Avenue, Third Floor, Albany, NY 12210 (hereinafter referred to as "ROFFE GROUP");

### WITNESSETH:

WHEREAS, ROFFE GROUP certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular government relations lobbying;

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

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

### TERMS AND CONDITIONS

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

1. *Contract.*

IVF hereby contracts with ROFFE GROUP as an independent contractor, and ROFFE GROUP hereby accepts contract based 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, 2026 and shall terminate on February 28, 2027 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 ROFFE GROUP for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by ROFFE GROUP under this Agreement, the IVF shall pay ROFFE GROUP a fee not to exceed \$16,920.00 plus expenses. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

ROFFE GROUP shall provide expert government affairs and lobbying services for the New York Association of Public Power of which the Village is a member.

5. *Extent of Services.*

ROFFE GROUP shall devote such time, attention and energies to the IVF as is required. ROFFE GROUP 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 ROFFE GROUP shall not disclose any information, IVF documents and/or other information given to or acquired by ROFFE GROUP in the course of performing its duties.

6. *Expenses.*

ROFFE GROUP is authorized to incur reasonable expenses related to ROFFE GROUP's performance of the aforesaid duties. The IVF will reimburse ROFFE GROUP for all reasonable expenses authorized by the IVF upon the presentation by ROFFE GROUP, 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. ROFFE GROUP agrees to submit, on or before the first day of each month, an invoice 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.*

ROFFE GROUP acknowledges and agrees that this contract shall not give or extend to ROFFE GROUP or its principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to ROFFE GROUP under the terms of this Agreement. Moreover, ROFFE GROUP will hold the IVF harmless for any automobile liability that may occur on IVF property. ROFFE GROUP further acknowledges and agrees that ROFFE GROUP will not be covered under any insurance coverage under Workers Compensation provisions or accident or health and hospital coverage provided to Village employees.

8. *Death or Disability.*

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

9. *Assignment.*

This Agreement may not be assigned by ROFFE GROUP 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

THE ROFFE GROUP OF ROBINSON+COLE  
111 Washington Avenue, Third Floor  
Albany, NY 12210

11. *Confidentiality.*

ROFFE GROUP 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.*

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

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

**INCORPORATED VILLAGE OF FREEPORT**

BY:

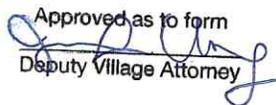
\_\_\_\_\_  
ROBERT T. KENNEDY, MAYOR

THE ROFFE GROUP OF ROBINSON+COLE

BY:

  
\_\_\_\_\_  
CHRISTINE RUTIGLIANO, PRESIDENT

Approved as to form

  
Deputy Village Attorney

**FREEPORT FIRE DEPARTMENT**

**15 BROADWAY**

**FREEPORT, NEW YORK 11520**

February 17, 2026

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

Re: New Members of the Freeport Fire Department

Hon. Mayor Kennedy and Board of Trustees:

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

**Thomas Moran - Hose Co. #1**

**Santiago Petta - Hose Co. #1**

**Huewiane Bobb - Hose Co. #2**

**Raymond Alverado - Hose Co. #2**

**Mattieu Gayle - Hose Co. #4**

**Andrew Firmes – Emergency Rescue #9**

**Jared Bermudez – Truck Co. #1**

Thank you for your courtesy and consideration herein.

Very truly yours,

*Julius Ellison*

Julius Ellison  
Acting Secretary to the Fire Council  
Freeport Fire Department

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

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Robert R. Fisenne, P.E., Superintendent of Public Works  
**DATE:** February 17, 2026  
**RE:** **Annual Water Quality Report**

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Freeport Water Department is required by the Department of Health to publish an Annual Water Quality Report by May 31, 2026. This is done so by mailing it to our residents as well as posting it on the Village's website. This report is designed to provide consumers with information on the quality of the water delivered by their public water system. Annual Water Quality Reports must contain information about the water system; information on the source of the water; reporting levels of contaminants detected in the finished water; information on cryptosporidium, radon, and other unregulated contaminants; information on any violations of the national primary drinking water regulations; and information regarding any variances or exemptions the water system may be operating under.

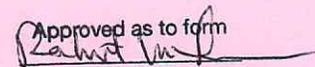
JRH Consulting Engineers, D.P.C., 3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York, 11779-7636 has previously assisted the Village in preparation of the Annual Water Quality Report. The estimated cost for these services is \$10,000.00 and will be billed for actual hours worked. Funding for these services will come the Water Department operating budget (WE90104 554500).

It is therefore requested that we enter into a professional services agreement for the 2025 Annual Water Quality Report for the Freeport Water Department with JRH Consulting Engineers, D.P.C., 3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York, 11779-7636 for a not to exceed cost of \$10,000.00.

A copy of the proposed services as well as rates and terms are attached

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

  
\_\_\_\_\_  
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:

**WHEREAS**, the Freeport Water Department is required by the Department of Health to publish an Annual Water Quality Report by May 31, 2026; and

**WHEREAS**, this report is designed to provide consumers with information on the quality of the water delivered by their public water system; 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**, it is requested that the Village enter into a professional services agreement with JRH Consulting Engineers, D.P.C., 3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York, 11779-7636, for engineering services related to the Annual Water Quality Report (AWQR); and

**WHEREAS**, the estimated cost for these services is \$10,000.00 and will be billed for actual hours worked; and

**WHEREAS**, funding for these services will come the Water Department operating budget (WE90104 554500); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board hereby approves, and the Mayor is hereby authorized to sign any documentation necessary to effectuate a professional services agreement with JRH Consulting Engineers, D.P.C., 3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York, 11779-7636 for a not to exceed \$10,000.00, which will be billed for actual hours worked.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

# JRH Consulting Engineers + Architects, D.P.C.

3555 Veterans Memorial Highway, Suite A, Ronkonkoma, New York 11779-7636  
Tel: (631) 234-2220 Fax: (631) 234-2221 e-mail: [info@holzmacher.com](mailto:info@holzmacher.com)

February 9, 2026

Mark Quinton  
Supt. Of Water & Sewer  
Inc. Village of Freeport  
46 N. Ocean Avenue  
Freeport, New York 11520

Re: Water System Operational Support  
Proposal for Engineering Services  
Annual Water Quality Report (AWQR) and  
Lead and Copper Rule, Improved (LCRI)

Dear Supt. Quinton:

JRH Consulting Engineers + Architects, D.P.C. (JRH) is pleased to offer this proposal to provide professional engineering and consulting services to assist you in meeting the water supply issues being faced by the Village. We are thoroughly familiar with the water quality trends and the performance of the Village's water supply system and can provide excellent support to your staff to minimize the effort and cost to operate and improve the system.

The scope of services, period of services and cost proposal are as follows:

## **SCOPE:**

The following work will be provided:

### **Task 1 - Annual Water Quality Report (AWQR) Preparation:**

We will assist Village staff during preparation of the AWQR for the 2025 calendar year. Anticipated work includes:

- Communications with Pace Labs to obtain the annual water quality sampling results in electronic format.
- Review of water quality data for the finished water from the water system, and preparation of summary tables for inclusion in the AWQR.
- Preparation of descriptive text and regulatory wording required by the Nassau County Department of Health (NCDOH) the New York State Department of Health (NYSDOH).

*The Third Generation of Excellence  
In Water Supply, Water Resources, Civil and Environmental Engineering*

- We will submit the draft AWQR electronically to NCDOH for its review prior to publication and will make corrections and additions as directed.
- We understand that you have traditionally worked with a firm that formats the final Village newsletter containing the AWQR and publishes it for distribution to residents. We will provide our draft AWQR in electronic format as Word (.doc) and Adobe (.pdf) for their use.
- We will require six paper copies of the published newsletter plus proof of mailing (or equivalent) for later submission to NCDOH and other regulatory agencies.
- The final draft of the AWQR is required to be published by May 31 for the prior Calendar year. An initial certification to NYSDOH and NCDOH is also due at that time.
- We will review water quality data for the raw well water system, and prepare summary tables for inclusion in the Supplemental Data Package. This Supplemental Data Package does not need to be published but must be available for examination by residents at the Village Hall or other designated site such as the library.
- Additional certification mailings for the AWQR and Supplemental Data Package are due to USEPA, NYSDEC, NYSDOH and NCDOH by September. We will prepare certification letters to each of these regulatory agencies.
- We are available to attend Village Board, or other public meetings or work sessions, as requested.

### **Task 2 - Lead and Copper Rule (Improved) (LCRI) Compliance:**

We are aware that the water system prepared a water service line inventory as part of LCR compliance activities. The LCRI has extensive additional requirements that must be submitted prior to November 1, 2027 and then implemented annually thereafter. We understand that many water suppliers are having great difficulty in meeting these onerous requirements, but do not anticipate that regulatory relief will be granted. We recommend that you accelerate implementation of your Lead Service Line (LSL) Inventory activities. We are available to assist you in crafting and implementing a compliance plan, and specific activities, as you may find convenient.

Possible activities for your consideration include the following:

- Review of your current Service Line Inventory (SLI) showing the materials of construction for all existing water service lines and the records from which they were developed.
- Review of your historical meter service records (if available) and current field survey records regarding confirmed locations of copper, lead, or galvanized iron service lines.
- Discussions with your field crew members regarding the frequency of past encounters with lead or galvanized service lines and goose necks within the system.

- Assistance to develop defensible Most Probable Number (MPN) initial estimates for lead and galvanized service lines; and planning for additional field work to update the MPN through Bayesian inference.
- Negotiations with the Nassau County and New York State Health Departments toward a reasonable scope of compliance activities, including meetings, preparing letters and attending field inspections, as may become necessary.
- Preparation of applications and exhibits for financial aid and Drinking Water State Revolving Fund (DWSRF) applications for project consideration in a future Intended Use Plan (IUP).

### **SCHEDULE:**

We commenced activities under Task 1 – AWQR at our own risk and have obtained copies of the laboratory data in electronic format. Authorization to proceed is request as soon as possible in order to be able to have a draft for your review by Friday, May 8, 2026. It has been our experience that NCDOH may require several weeks to review the submitted AWQR.

Activities under Task 2 – LCRI Compliance may extend over the next several years but should commence in the near future as your related field activities may be extremely extensive, expensive, and time consuming.

### **COST PROPOSAL:**

The cost of the proposed work is as follows:

#### **Task 1 – AWQR Preparation**

Time and expenses will be invoiced in accordance with the enclosed rate schedule. A spreadsheet showing current staff names and billing rates is attached. An initial budget allocation of \$10,000 is suggested.

#### **Task 2 – LCRI Compliance**

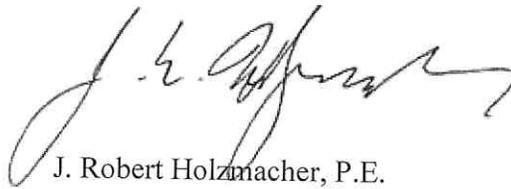
Time and expenses in accordance with the enclosed rate schedule. A supplemental budget allocation can be more accurately negotiated after reviewing your current service line inventory.

Supt. Mark Quinton  
Water Department  
Inc. Village of Freeport  
February 9, 2026  
Page 4

We look forward to working with you to make the water system the most efficient on Long Island. Our standard Terms and Conditions of service are enclosed for your consideration.

Thank you for the opportunity to propose on this work. You can authorize the work by signing the authorization below, or providing an appropriate Board Resolution or equivalent Purchase Order, and returning one copy to this office. Please call me if you have any questions.

Very truly yours,  
**JRH Consulting Engineers + Architects, D.P.C.**



J. Robert Holzmacher, P.E.  
Principal

Accepted by: \_\_\_\_\_

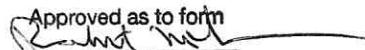
For: Inc. Village of Freeport

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

JRH:j

Encl.

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Approved as to form  
  
Deputy Village Attorney

**COST PROPOSAL/BACKUP SHEET**

**2026 Hourly Rates**

<b>LABOR</b>					
<b>Name</b>	<b>Position</b>	<b>Rate</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
J. Robert Holzmacher, P.E.	Principal	\$ 275.00	/hour	0	\$ -
Thomas J. Murawski, R.A.	Principal	\$ 275.00	/hour	0	\$ -
Anthony J. Zalak	Principal	\$ 195.00	/hour	0	\$ -
Steven Uccellini	Principal	\$ 175.00	/hour	0	\$ -
Alexander Policastro P.E.	Senior Engineer	\$ 200.00	/hour	0	\$ -
Paul D. Carroll	Senior Designer	\$ 160.00	/hour	0	\$ -
Kevin Fedorko	Project Architect	\$ 160.00	/hour	0	\$ -
Andrew L. Brennan I.E.	Project Engineer	\$ 160.00	/hour	0	\$ -
Joseph Esposito E.I.T.	Project Engineer	\$ 160.00	/hour	0	\$ -
Daniel Mastrocco	Project Engineer	\$ 160.00	/hour	0	\$ -
Mia F. Klein	Project Engineer	\$ 160.00	/hour	0	\$ -
Brandon Ramsaran	Project Engineer	\$ 160.00	/hour	0	\$ -
Matthew Farruggio	Project Scientist	\$ 110.00	/hour	0	\$ -
Diana G. Carriere	Engineering Technician	\$ 115.00	/hour	0	\$ -
staff position	Engineering Technician	\$ 95.00	/hour	0	\$ -
Kyle Zalak	Information Technology Specialist	\$ 100.00	/hour	0	\$ -
Patricia L. Zalak	Technical Assistant	\$ 99.00	/hour	0	\$ -
Tina Eletto	Technical Assistant	\$ 85.00	/hour	0	\$ -
Michael McEachern, P.G.	Associate Sr. Hydrogeologist	\$ 200.00	/hour	0	\$ -
Thomas Nehring, P.E.	Associate Electrical Engineer	\$ 200.00	/hour	0	\$ -
Ronald Huttie, CIH (Ret.)	Associate Chemist / Industrial Hygenist	\$ 175.00	/hour	0	\$ -
	<b>Total Direct Labor</b>			0	\$ -
<b>SUPPLIES &amp; EQUIPMENT</b>					
	printing 8.5" x 11" - Black & White	\$ 0.11	/sheet	0	\$ -
	printing 11" x 17" - Black & White	\$ 0.22	/sheet	0	\$ -
	printing "D size" - Black & White	\$ 2.50	/sheet	0	\$ -
	printing 8.5" x 11" - Color	\$ 1.00	/sheet	0	\$ -
	printing 11" x 17" - Color	\$ 2.00	/sheet	0	\$ -
	printing "D size" - Color	\$ 8.00	/sheet	0	\$ -
	printing 8.5" x 11" - Card Stock	\$ 0.20	/sheet	0	\$ -
	printing Accu Bind & Cover	\$ 1.00	/sheet	0	\$ -
	Vehicle Mileage	\$ 0.725	/mile	0	\$ -
	<b>Total Supplies &amp; Equip.</b>				\$ -
	<b>Total Direct Costs</b>				\$ -

# JRH Consulting Engineers + Architects, D.P.C.

## Hourly Rates in Effect for 2026

<u>Personnel Classification:</u>	<u>Hourly Rate:</u>
Principals	175.00 – 375.00*
Associates	160.00 – 315.00*
Project Managers	150.00 – 262.50*
Senior Engineers	200.00 – 315.00*
Engineers	160.00 – 225.00*
Senior Geologists / Hydrogeologists	200.00 – 315.00*
Geologists / Hydrogeologists	90.00 – 185.00
Sr. Environmental Scientists	135.00 – 180.00
Environmental Scientists	120.00 – 175.00
GIS/IT Specialist	90.00 – 175.00
Designer – Engineering Tech	95.00 – 140.00
Field Technicians	95.00 – 115.00
Support Staff	95.00 – 115.00

All hourly rates are based on straight time for a forty hour, five day work week and are charged for actual hours worked. Time spent in travel to project sites will be considered work related. For work requiring out-of-town travel and overnight stay, the minimum charge for work on the project will be eight hours per day. \*Maximum rates reflect a 50% premium for deposition and testimony.

### **Travel, Subsistence, and Other Direct Expenses**

Travel and subsistence expenses (excluding local mileage), printing, and other out-of-pocket expenses are to be paid for by the client at a cost plus ten percent markup. Travel and subsistence expense includes living and travel expenses of employees in visiting sites and attending conferences and performing services directly related to a project. Automobile expenses are calculated at a rate of \$0.77 per mile.

All subcontractor/vendor expenses, equipment rentals, outside reproduction expenses, and materials directly reimbursable to a project will be paid for by the client at a cost plus twenty percent basis.

# JRH Consulting Engineers + Architects, D.P.C.

## Standard Terms and Conditions of Service

JRH Consulting Engineers + Architects, D.P.C. ("Engineer") and the Client hereby agree that the following will become binding upon the parties upon execution of the Proposal/Contract and will apply to all subsequent work order changes and/or amendments:

### Services

The Services rendered to Client shall be as set forth in the attached written Proposal. No additional work will be performed without prior authorization from the Client. By authorizing such additional work, Client agrees to pay all reasonable and necessary additional fees and costs to perform such work. The attached schedule of "Hourly Rates in Effect for (current year)" is hereby made part of this agreement.

### Confidentiality

The Engineer proposes to perform these services on a confidential basis on behalf of the Client. Our personnel and subcontractors involved in the Project shall be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings will be disclosed to others without the Client's permission, or unless legally required to do so. All work progress findings, reports, etc. will be delivered only to the Client or those persons designated by the Client.

### CLIENT'S RESPONSIBILITIES - The Client shall:

- Designate in writing a person authorized to act as the Client's representative. The Client or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of Engineer's services.
- Furnish records data pertinent to the work proposed at the site including but not limited to surveys, maps, as-built drawings, reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, as may be required for safe conduct of new work at the site.
- Guarantee full and free access for Engineer to enter upon all property required for the performance of Engineers services under this Agreement.
- Hold all required special meetings, serve and publish all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application or regulatory fees for review of Project documents.

## JRH Consulting Engineers + Architects, D.P.C.

- Provide the Engineer with standard bid documents required and advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incidental thereto.

### Insurance

Engineer shall maintain insurance coverage throughout the duration of this contract of the following types and limits of coverage:

- Professional Liability / Errors and Omissions in the amount of \$2,000,000 per claim. Client agrees to limit the Engineer's liability to the greater of the Engineer's fee or \$50,000, except for liability arising solely from negligent acts by the Engineer.
- Workmen's Compensation and Employer's Liability in amounts as required by law.
- General Liability Insurance in the amount of \$1,000,000 per occurrence / \$3,000,000 aggregate.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence / \$5,000,000 aggregate.

Client agrees to require, prior to the commencement of the construction work, that the Contractor and all Sub-Contractors shall submit evidence that he (they) have obtained for the period of the Construction Contract and guarantee period:

- Comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1,000,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$2,000,000 for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence.
- The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse, and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of paragraph "Indemnity" below. The comprehensive general liability insurance will include as additional named insureds: the Client, the Engineer, and each of its officers, agents and employees.
- INDEMNITY: The Client will require that any Contractor or Sub-Contractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and Engineer, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Sub-Contractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Client, Engineer, its consultants or officers, agents and employees.

## **JRH Consulting Engineers + Architects, D.P.C.**

### Billing and Payments

A retainer as specified in this proposal is required with the submission of the signed proposal. Only after receipt of such retainer will work commence. Said retainer will be credited against the total amount due on the final project invoice. Payment of invoices will be due within 30 days from the date of the invoice, unless other arrangements are made in writing. Payment on invoices for professional services or expenses incurred from outside contractors will be due upon receipt. Payment is not conditioned upon the Client's securing of mortgage monies, financing, or affirmative insurance coverage. Interest will accrue at the rate of 1 ½ % per month for overdue payments. Client acknowledges that payment of Engineer's invoices is not dependent on Client's securing of mortgages, financing or sale of assets. Any sales tax, value added tax, or similar tax levied on services or materials provided by the Engineer will be paid by Client in addition to all fees due to the Engineer.

### Ownership of Documents

All Drawings, Specifications and other work product of the Engineer for the project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. The Engineer grants Client the right to use these instruments of service for record keeping and maintenance purposes related to the scope of this project. Reuse of any of the instruments of service of the Engineer by the Client on extensions of this Project or any other Project without the written permission of the Engineer shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses, including attorney's fees arising out of such unauthorized reuse by the Client or others acting through the Client. Any reuse or adaptation of Engineer's instruments of service shall entitle Engineer to further compensation in amounts to be agreed upon by the Client and the Engineer.

### Delegation of Duties

Neither the Client nor the Engineer shall delegate his duties under this Agreement without the written consent of the other.

### Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, Engineer shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination plus 15% of the total compensation earned to the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

## JRH Consulting Engineers + Architects, D.P.C.

### Governing Law

Unless otherwise specified within this Proposal Statement, this Proposal Statement shall be governed by the law of the principal place of business of Engineer. Any dispute arising under this Agreement shall be resolved in the Courts of the State of New York.

### Arbitration

Should litigation or arbitration occur between the parties relating to the provisions of this Statement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party. Arbitration shall be non-binding on either party.

### Unavoidable Delay

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

### Severability

In the event any provisions of this Statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

### Interpretation of Subsurface Conditions

Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations and recommendations by the Engineer will be based solely on information available to the Engineer. The Engineer is responsible for those data, interpretations and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Services performed by the Engineer under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in the connection with the providing of engineering services.

## JRH Consulting Engineers + Architects, D.P.C.

### Construction Cost Opinions

Any opinion of the construction cost prepared by the Engineer represents its judgment as a design professional and is supplied for the general guidance of the Client. Since Engineer has no control over the cost of labor and material, or over competitive bidding or market conditions, Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the client.

### Construction Site Safety

Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work, but not relating to the final or completed structure, omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

### Hourly Rates of Compensation

Where hourly rates of compensation are proposed as the method of payment, they shall be those listed in the proposal for each individual or category. Hourly rates for testimony and deposition shall be calculated as 150% of the rate in effect for other services, but not outside the ranges indicated on the tabulation of hourly rates by job classification, to account for vacations, sick leave, holidays, insurance, taxes, pensions, other benefits, overhead and profit allowances for the number of hours that employees are directly employed on the project, including travel.

### Sales Tax

Proposals include costs for Professional Services and listed expenses but do not include sales tax. Should the State of New York or other entity deem at some point in the future that sales tax is due, then the Owner will be responsible to pay such tax in addition to the fees listed in the proposal. The Owner will provide adequate documentation and certificates to support exemption from any such taxes which are not applicable to the Owner or its project.