



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

- g) Request to rescind the previously awarded purchase agreement for handheld electric meter reading system and prepaid service plan and support fee from Senus through Core & Main that was awarded on January 10, 2022.
- h) Request to award the purchase for a new electric meter reading system from Alexander's Contract Services, Inc., 8655 Morro Road, Suite C, Atascadero, California, 93422, the second lowest reliable bidder meeting bid specifications, in the amount of \$18,794 with an annual recurring subscription and maintenance fee of \$3,588 for a total amount of \$22,257 for the first year.
- i) Request to advertise a notice to bidders to re-bid #23-02-ELEC-652 "Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distributions Transformers" in the Freeport Herald on February 9, 2023, with a return date of February 21, 2023.
- j) Request to reject all bids received on November 8, 2022 for bid #22-11-ELEC-623 "Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers".
- k) Request to advertise a notice to bidders to re-bid #23-02-ELEC-653 "Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers" in the Freeport Herald on February 9, 2023, with a return date of February 21, 2023.
- l) Request approval of change order#7, for Redundant Energy at Power Plant 1, with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, New York 11716, increasing the not to exceed amount from \$4,735,055.00 to \$4,803,955.00, pending GOSR approval and funded by GOSR.

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

- a) Request approval of the agreement between the Village of Freeport and Freeport Exempts Firemen's Association, 9 N. Long Beach Avenue, Freeport, New York 11520, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$5,000, with no increase.
- b) Request approval to renew the supplemental agreement with DR Data, 196 Jamie Drive, Wakefield, New Hampshire 03872, from March 1, 2023 through February 29, 2024, in the amount of \$8,000, with no increase in price.
- c) Request approval to renew the contract with Emergency Decon Services Corp., 173 No. Main Street, Suite 339, Sayville, New York 11782, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$19,000, with no increase in pricing.
- d) Request approval to renew the contract with Emergency Responder Products/911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804, through March 1, 2023 through February 29, 2024, for a not to exceed amount of \$19,500, with no increase in pricing.

- e) Request approval to renew the contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York, 11554, from March 1, 2023 through February 29, 2024, in an amount not to exceed \$25,000, with no increase in pricing.
- f) Request approval for the purchase of two (2) Ferrara Pumpers from Hendrickson Fire Rescue Equipment, 140 Hoffman Lane, Islandia, New York 11749 in the amount of \$878,634 per vehicle.
- g) Request authorization for the Village Treasurer to execute funding to the eight Freeport Fire Companies in the amount of \$15,000 in lieu of door to door solicitations.

**5. HUMAN RESOURCES – Conor Kirwan**

- a) Request retroactive approval of a consulting agreement with Madelyn de la Fe, 347 Saint Marks Avenue, Freeport, New York 11520, from July 22, 2022 through August 4, 2022, for a cost not to exceed \$1,638.

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

- a) Request to award bid “2023 Annual Catch Basin and Road Panel” requirements contract to Nicolino Construction Co., Inc., 555 Southside Avenue, Freeport, New York 11520, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$326,700.
- b) Request to award bid “2023 Annual Fence Contract” requirements contract to Island Fence Co., 964 Front Street, Uniondale, New York 11553, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$54,275.
- c) Request authorization to increase the Sanitation User Fees for curbside collection and disposal as follows, resulting from contractor increase:

<u>Residential</u>	<u>Current Rate</u>	<u>New Rate</u>
Single family Residence	\$518.00 per year	\$536.00 per year
Two Family Residence	\$1,006.00 per year	\$1,054.00 per year
Three Family Residence	\$1,494.00 per year	\$1,572.00 per year
Four Family Residence	\$1,982.00 per year	\$2,090.00 per year
Per unit cost for over Four Family Residence	\$488.00 per year	\$518.00 per year
<u>Commercial</u>	<u>Current Rate</u>	<u>New Rate</u>
Single business (MSW pick up two times a week)	\$518.00 per year	\$536.00 per year
Single business (exceeding max. allowance x 2)	\$1,006.00 per year	\$1,054.00 per year
Single business		

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

(exceeding max. allowance x 3) Single business	\$1,494.00 per year	\$1,572.00 per year
(exceeding max. allowance x 4) Single business	\$1,982.00 per year	\$2,090.00 per year
(MSW pick up four times a week) Collection of Corrugated Cardboard	\$1,006.00 per year	\$1,054.00 per year
	\$125.00 per year	\$250.00 per year

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

- a) Request to approve the renewal agreement with Bee Ready Fishbein Hatter & Donovan, LLP, 170 Old Country Road, Suite 200, Mineola, New York, 11501 for legal services, from March 1, 2023 through February 28, 2026, with the annual retainer of \$36,000, with no increase in prices.
- b) Request approval to renew the professionals services agreement with Hawkins, Delafield & Wood, LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, from March 1, 2023 through February 29, 2024, for a cost not to exceed \$30,000, with no increase in price.
- c) Request the Board of Trustees schedule a special meeting for Monday, February 13, 2023 at 6:30 P.M. to discuss various residential development proposals for the old Moxey Rigby site.

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

- a) Request approval of the following sidewalk resolution in the amount for \$3,881.40 as follows:

102 N Columbus Avenue	\$1,748.40
435 W Merrick Road	\$ 793.00
32 Morris Street	\$ 688.00
33 Utz Street	\$ 652.00

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

- a) Request to renew the contract for independent auditing services with BST & Co. CPA, LLP, 10 British American Blvd., Latham, New York 12110, from March 1, 2023 through February 29, 2024, for a cost not to exceed \$56,000, with no increase in price.
- b) Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to execute the following transfer to the 2022/2023 fiscal year operating budget:

**FROM:**

A 141002 520100 CLERK – EQUIPMENT	\$750
A131504 545300 COMPTROLLER – SCHOOLS AND SEMINARS	\$1700
A131504 545700 COMPTROLLER – NON EMPLOYEE SALARIES	\$1750

**TO:**

A 131502 520100 COMPTROLLER – EQUIPMENT

\$4200

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

- a) Request to award bid “2023 Annual Water Quality Testing Services” requirements contract to Pace Analytical, 575 Broadhollow Road, Melville, New York 11747, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$105,180.
- b) Request to award bid “2023 Furnishing of Calcium Hypochlorite (Tablet)” purchase contract to Eagle Control Corporation, 23 Old Dock Road, Yaphank, New York 11980, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$56,805.
- c) Request to award bid “2023 Furnishing of Liquid Sodium Hypochlorite” purchase contract to PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, Michigan 48213, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2029, in the amount of \$126,280.
- d) Request to award bid “2023 Furnishing of Sodium Hexametaphosphate” purchase contract to Chemrite, Inc., 5202 Belle Wood Court, Suite 104, Buford, Georgia 30518, the lowest responsible bidder meeting bid specifications, from March 1, 2023 through February 29, 2024, in the amount of \$107,600.
- e) Request to award bid “Installation of Automatic Blow Off for Wells #5 and #6 and Replacement of Motor Control Center for Well #6” contract to Philip Ross Industries Inc., 88 Duryea Road, Suite 204, Melville, new York 11747, the lowest responsible bidder meeting bid specifications, in the amount of \$732,000.

**NO PUBLIC COMMENT**

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

TO: Mayor Robert T. Kennedy and Board of Trustees

FROM: Megan Martinez-Ewald, Deputy Village Assessor

DATE: January 26, 2023

RE: Remove Exemptions from Final Roll 2022/2023 and 2023/2024 Tentative / Final Roll

Permission is requested for the Assessor to retro-actively remove from 2022/2023 Final Assessment Roll and 2023/2024 Tentative / Final Roll an exemption related to Veteran Owned Property. The removal of assessed value exemptions is due to a transfer of title or the exempt class.

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

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 061 / 223	19 W 1 <sup>st</sup> St	41121 Veteran War Time/ Non- Combat	544	Property Sold 01/10/2023
62 / 170 / 17	12 Cedar St.	41930 Disability	2,532	Property Sold 01/20/2023
54 / 323 / 69 – 4D	4 Florence Avenue Unit 4D	41121 Veteran War Time/ Non- Combat	181	Property Sold 06/06/2022

Permission is further requested that the Board authorize the Assessor to correct the 2022/2023, and 2023/2024 Final Assessment Roll and the Village Treasurer to process the required tax adjustment for 2022/2023 tax roll, prepare a billing invoice for the property owner and Assessor, and issue a 2022/2023 corrected property tax bill for the property owner.



Megan Martinez-Ewald  
Deputy Village Assessor  
CC: Vilma Lancaster, Village Assessor

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

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

**WHEREAS**, the below list consists of changes to assessed tax value after the adoption of the 2022/2023 and/or 2023/2024 Final Assessment Rolls; and

S / B / L	Address	Exemption Code	Exemption Amount	Reason
62 / 061 / 223	19 W 1 <sup>st</sup> St	41121 Veteran War Time/ Non-Combat	544	Property Sold 01/10/2023
62 / 170 / 17	12 Cedar St.	41930 Disability	2,532	Property Sold 01/20/2023
54 / 323 / 69 – 4D	4 Florence Avenue Unit 4D	41121 Veteran War Time/ Non-Combat	181	Property Sold 06/06/2022

**WHEREAS**, the Assessor reviewed the application and made a recommendation that the exemption be removed from the 2022/2023 and/or 2023/2024 Final Assessment Rolls as listed above; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Board of Assessment Review comprised of members of the Board of Trustees, be authorized to retroactively approve the changes recommended by the Assessor to be made to the 2022/2023 and 2023/2024 Final Assessment Rolls and that the Treasurer issue corrected tax bills.

The Clerk polled the Board as follows:

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

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

**Date:** January 25, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr, Superintendent of Electric Utilities  
**Re:** Sole Source - CISCO for LM6000 Continuous Emissions Monitoring System

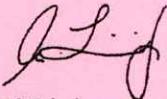
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Freeport Electric is in need of new Continuous Emissions Monitoring Systems (CEMS) equipment. This equipment operates 24 hours a day, 7 days a week and is a requirement mandated by the USEPA and the NYSDEC. The reports are generated minute by minute, are submitted to the NYSDEC quarterly and are subject to routine audits. The CEMS consists of two Rosemount analyzers - one reads Oxides of Nitrogen (NOx) and the other analyzer reads Ammonia (NH3.) Additionally, the sample equipment has been modified by Custom Instrumentation Services Company (CISCO) to read the particular ranges identified in our NYSDEC Title V operating permit. Accompanying the analyzers are the process control instruments that include, among other components, a heated sample line, refrigerated water bath, pressure regulators scrubbers, GE Fanuc Programmable Logic Controller and a Data Acquisition Handling System. All of these components work together to control and monitor the emissions emitted from the LM6000 turbine located at Power Plant #2.

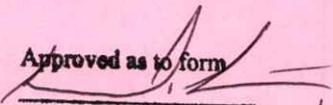
This entire CEMS system was designed and installed by CISCO in 2003. For approximately five years now the Fanuc 90/30 PLC, and the Rosemount analyzers have reached end of life and spare parts are now virtually non-existent. Due to the importance of this equipment and the fact that the plant has seen increased failures from this equipment, it is vital that it be replaced as soon as possible as there is a 3 - 6 month lead time from procurement to installation.

CISCO designed the process equipment, analyzers and PLC code, so we are requesting that CISCO be deemed a sole source vendor. CISCO provided the plant with a system that has been virtually trouble free for 20 years and offered technical phone support free of charge, which is vital to plant reliability and federal and state air permit compliance.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve Custom Instrumentation Services Company (CISCO), 7841 S. Wheeling Court, Englewood, CO 80112 as the sole source provider of continuous emissions monitoring equipment for the LM6000 turbine at Power Plant 2.

  
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

  
Approved as to form  
Village Attorney

1/27/2023

AL:db

Attachment

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

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

**WHEREAS**, Freeport Electric is in need of new Continuous Emissions Monitoring Systems (CEMS) equipment; and

**WHEREAS**, this equipment operates 24 hours a day, 7 days a week and is a requirement mandated by the USEPA and the NYSDEC; the reports are generated minute by minute, are submitted to the NYSDEC quarterly and are subject to routine audits; and

**WHEREAS**, the CEMS consists of two Rosemount analyzers - one reads Oxides of Nitrogen (NOx) and the other analyzer reads Ammonia (NH3.); additionally, the sample equipment has been modified by Custom Instrumentation Services Company (CISCO) to read the particular ranges identified in our NYSDEC Title V operating permit; and

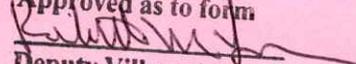
**WHEREAS**, CISCO designed the process equipment, analyzers and PLC code; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval for Custom Instrumentation Services Company (CISCO), 7841 S. Wheeling Court, Englewood, CO 80112 to be designated as the sole source provider of continuous emissions monitoring equipment for the LM6000 turbine at Power Plant 2; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to approve Custom Instrumentation Services Company (CISCO), 7841 S. Wheeling Court, Englewood, CO 80112 as the sole source provider of continuous emissions monitoring equipment for the LM6000 turbine at Power Plant 2.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

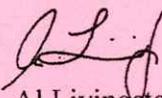
**Date:** January 25, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr, Superintendent of Electric Utilities  
**Re:** Request to Purchase from Sole Source - LM6000 CISCO CEMS

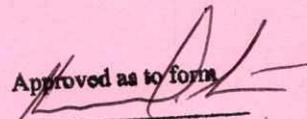
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Freeport Electric is in need of new Continuous Emissions Monitoring Systems (CEMS) equipment. This equipment operates 24 hours a day, 7 days a week and is a requirement mandated by the USEPA and the NYSDEC. The reports are generated minute by minute, are submitted to the NYSDEC quarterly and are subject to routine audits. The CEMS consists of two Rosemount analyzers - one reads Oxides of Nitrogen (NOx) and the other analyzer reads Ammonia (NH3.) Additionally, the sample equipment has been modified by Custom Instrumentation Services Company (CISCO) to read the particular ranges identified in our NYSDEC Title V operating permit. Accompanying the analyzers are the process control instruments that include, among other components, a heated sample line, refrigerated water bath, pressure regulators scrubbers, GE Fanuc Programmable Logic Controller and a Data Acquisition Handling System. All of these components work together to control and monitor the emissions emitted from the LM6000 turbine located at Power Plant #2.

This entire CEMS system was designed and installed by CISCO in 2003. For approximately five years now the Fanuc 90/30 PLC, and the Rosemount analyzers have reached end of life and spare parts are now virtually non-existent. Due to the importance of this equipment and the fact that the plant has seen increased failures from this equipment, it is vital that it be replaced as soon as possible as there is a 3 - 6 month lead time from procurement to installation.

Therefore it is the recommendation of the Superintendent of Electric Utilities that the Board approve the purchase of Continuous Emissions Monitoring equipment from the sole source provider Custom Instrumentation Services Company (CISCO), 7841 S. Wheeling Court, Englewood, CO 80112 at a cost of \$122,035.00 plus \$3,500.00 (estimated shipping & insurance). The cost of this equipment will be charged to E 110000 (Inventory). There are sufficient funds available for this purchase.

  
Al Livingston Jr.  
Superintendent of Electric Utilities

  
Approved as to form  
Village Attorney  
1/27/2023

AL:db  
Attachment

Cc Howard Colton, Village Attorney  
Kim Weltner, Purchasing Agent

Pamela Walsh Boening, Village Clerk  
Peggy Lester, Mayor's Office  
Anthony Dalessio, Comptroller

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

**WHEREAS**, Freeport Electric is in need of new Continuous Emissions Monitoring Systems (CEMS) equipment; and

**WHEREAS**, this equipment operates 24 hours a day, 7 days a week and is a requirement mandated by the USEPA and the NYSDEC; the reports are generated minute by minute, are submitted to the NYSDEC quarterly and are subject to routine audits; and

**WHEREAS**, the CEMS consists of two Rosemount analyzers - one reads Oxides of Nitrogen (NOx) and the other analyzer reads Ammonia (NH3.); additionally, the sample equipment has been modified by Custom Instrumentation Services Company (CISCO) to read the particular ranges identified in our NYSDEC Title V operating permit; and

**WHEREAS**, CISCO designed the process equipment, analyzers and PLC code; for approximately five years now the Fanuc 90/30 PLC, and the Rosemount analyzers have reached end of life and spare parts are now virtually non-existent; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval for the purchase of Continuous Emissions Monitoring equipment from the sole source provider Custom Instrumentation Services Company (CISCO), 7841 S. Wheeling Court, Englewood, CO 80112 at a cost of \$122,035.00 plus \$3,500.00 (estimated shipping & insurance); and

**WHEREAS**, the cost of this equipment will be charged to E 110000 (Inventory) and there are sufficient funds available for this purchase; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized for the purchase of Continuous Emissions Monitoring equipment from the sole source provider Custom Instrumentation Services Company (CISCO), 7841 S. Wheeling Court, Englewood, CO 80112 at a cost of \$122,035.00 plus \$3,500.00 (estimated shipping & insurance).

The Clerk polled the Board as follows:

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

Approved as to form  
Village Attorney 1/27/2023

# CUSTOM INSTRUMENTATION SERVICES CORPORATION



## Scope & Price

Freeport Electric - Analyzer & Sample Handling Replacement  
Freeport, New York

Proposal #37466 - Rev 3  
January 10, 2023

### Overview:

Includes the replacement of the Rosemount 951 Stack and NH<sub>3</sub> NO<sub>x</sub> analyzers with Teledyne API T200M NO<sub>x</sub> analyzers, replacement of the Siemens CO/O<sub>2</sub> analyzer with a TAPI T300M CO/O<sub>2</sub> combination analyzer, replacement of a portion of the sample handling hardware, as well as update of the GE Fanuc 90-30 to an Emerson RX3i PLC in the Turbine 5 CEMS at the Freeport Power Plant in Freeport, New York. As the new analyzers have separate outputs for the low and high range signals, an analog input module will be added to the PLC to accommodate the new signals. While the PLC processor, power supply and backplane will be replaced, the existing I/O modules will be re-used. The CeDAR and PLC configurations will be updated for the new equipment.

### A. Analyzers

Qty	Description	Comments
1	Dual Range TAPI T200M (0-10/200 ppm) Chemiluminescent NO <sub>x</sub> Analyzer for the measurement of Oxides of Nitrogen	High Range will change from 250ppm to 200ppm. Will require new daily calibration and linearity gases.
1	Single Range TAPI T200M (0-25 ppm) Chemiluminescent NO <sub>x</sub> Analyzer for the measurement of NH <sub>3</sub> /NO <sub>x</sub>	
1	Dual Range TAPI T300M/O <sub>2</sub> (0-20/400 ppm) GFC-IR CO Analyzer for the measurement of Carbon Monoxide and a Single Range (0-25%) Paramagnetic O <sub>2</sub> sensor for the measurement of Oxygen	
3	Mounting brackets, slides, tubing and fittings for complete analyzer installation	
<b>Subtotal</b>		<b>\$ 58,900</b>

B. Sample Handling Equipment		
Qty	Description	Comments
1	Seventy Five (75) feet of Heated Sample Line at the Stack containing one (1) 5/16" SS tube, one (1) 3/8" SS tube and a Type-J Thermocouple <i>Does not include installation of the sample line</i>	Stack Heated Sample Lines Add/Subtract if Different than 75 feet in Base Scope of Supply +/- \$62/ft
1	Seventy Five (75) feet of Probe Support Bundle	Included in pricing above
1	Dual Channel Thermo-Electric Sample Dryer with Drain Pump	
2	Stack and NH <sub>3</sub> Sample Regulators	New Stack NO <sub>x</sub> , CO and O <sub>2</sub> analyzers will be fed from a single regulator.
2	Stack and NH <sub>3</sub> Bypass Regulators	
2	Dry Air and O <sub>2</sub> Span Regulators	
2	Stack and NH <sub>3</sub> Process Control Valve	
2	Stack and NH <sub>3</sub> Sample Membrane Dryer	
1	NH <sub>3</sub> Scrubber with Moisture Trap	
1	NH <sub>3</sub> Converter Assembly	
	<b>Subtotal</b>	<b>\$ 25,150</b>

C. PLC/Control		
Qty	Description	Comments
1	Emerson PACSystems RX3i CPE310 Processor	
1	RX3i Power Supply 120/240VAC, 125VDC 40W	
1	RX3i 12-Slot Universal Backplane	Compatible with GE Fanuc 90-30 I/O
1	IC694ALG221 4-Channel Analog Input Module	New analyzers have split low and high range outputs
1	Emerson Proficy Machine Edition Logic Developer PLC Professional Suite Version 9.8	
	<b>Subtotal</b>	<b>\$ 9,450</b>

<b>Base Equipment Price (A-C Above)</b>	<b>\$ 93,500</b>
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D. Services		
	PLC Configuration for the new Processor, separate NO <sub>x</sub> and CO high ranges as well as NO <sub>x</sub> and NH <sub>3</sub> analyzer fault input.	\$ 6,000
	System Installation Services (1 Trip & 5 Days)	\$ 12,310

E. Documentation		
	Updates to System Drawings, I/O List, Electronic Monitoring Plan and QA/QC Document.	\$ 10,000

F. Commercial		
	Shipment approximately 20 weeks ARO, Terms Net 30 Days.	

<b>Base Contract Price (A-F Above)</b>	<b>\$ 121,810</b>
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*Shipping Pre Paid & Add*

<b>G. Option: Additional HSL Signal Wires</b>		
<p>Addition of a Type-K Extension wire as well as two (2) 16 AWG signal wires to the Heated Sample Line for future relocation of the NH<sub>3</sub> Converter control from the Probe Box to the Shelter. Does not include control hardware.</p>	<p>Add/Subtract if Different than 75 feet in Base Scope of Supply +/- \$3/ft</p>	
<b>Addition to Base Contract Price</b>	<b>\$</b>	<b>225</b>

*Pricing valid for ninety (90) days from date of proposal*

# INCORPORATED VILLAGE OF FREEPORT

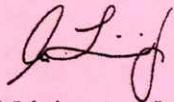
## INTER-DEPARTMENT CORRESPONDENCE

**Date:** January 26, 2023  
**To:** Robert T. Kennedy, Mayor  
**From:** Al Livingston Jr, Superintendent of Electric Utilities  
**Re:** Hitachi-ABB Sole Source Request

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Recently Substation 4F, located at Bayview Avenue and Sunrise Highway, experienced issues with its 138,000 Volts SF6 gas circuit breakers. In the substation, we have two separate breakers that are utilized on the incoming 138,000 volts feeders that are vital to Freeport's electrical grid. Currently, both of them are leaking oil from the opening and closing hydraulic system. In addition, they are losing SF6 gas, which is needed to displace oxygen as it is inert and will not support an arc flash. This gas is leaking at a pace greater than it was in the past. These breakers are 27 years old and are in need of onsite repair. The breakers were manufactured by ABB which is currently owned by Hitachi Energy. Attached please find the request for a repair quote.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and the Board of Trustees approve Hitachi Energy, 924 Quaker Drive, Irwin PA 15642 as the sole source provider of maintenance for the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02.)



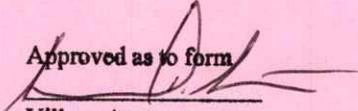
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form

  
Village Attorney

1/27/2023

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

**WHEREAS**, the Electric Utility is in need of maintenance for the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02); and

**WHEREAS**, recently Substation 4F, located at Bayview Avenue and Sunrise Highway, experienced issues with its 138,000 Volts SF6 gas circuit breakers; and

**WHEREAS**, in the substation, the Utility has two separate breakers that are utilized on the incoming 138,000 volts feeders that are vital to Freeport's electrical grid; currently, both of them are leaking oil from the opening and closing hydraulic system; and

**WHEREAS**, in addition, they are losing SF6 gas; these breakers are 27 years old and are in need of onsite repair; and

**WHEREAS**, the breakers were manufactured by ABB which is currently owned by Hitachi Energy; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval for Hitachi Energy, 924 Quaker Drive, Irwin PA 15642, as the sole source provider for maintenance for the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to contract Hitachi Energy, 924 Quaker Drive, Irwin PA 15642, as the sole source provider for maintenance of the ABB 145 PM 65-20 138KV breakers (S/N 102320-0 & 102320-02).

The Clerk polled the Board as follows:

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

Approved as to form

Village Attorney

1/27/2023



**From:** Keith Muchnick  
**To:** Byron Brandes; Jess Mains  
**Cc:** Craig R. Barkey; Emalee Tunney  
**Subject:** RE: (External E-mail)Re: (External E-mail)RE: (External E-mail)RE: (External E-mail)FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7.\_5007UC1HXX:ref ]  
**Date:** Saturday, January 21, 2023 11:21:00 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image013.png](#)  
[image020.png](#)  
[image021.png](#)  
[image022.png](#)  
[image023.png](#)

---

Hi,  
Can you please provide me the quote ASAP.  
Thanks you!!  
Keith

Keith Muchnick  
Superintendent Of Power Plants | Freeport Electric  
Office 516.377.2279  
Direct 516 242 7883 | [kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)

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 Please consider the environment before printing this email.



**From:** Byron Brandes <[byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)>  
**Sent:** Tuesday, January 10, 2023 9:48 AM  
**To:** Jess Mains <[jess.mains@hitachienergy.com](mailto:jess.mains@hitachienergy.com)>; Keith Muchnick <[kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)>  
**Cc:** Craig R. Barkey <[craig.r.barkey@hitachienergy.com](mailto:craig.r.barkey@hitachienergy.com)>; Emalee Tunney <[emalee.tunney@hitachienergy.com](mailto:emalee.tunney@hitachienergy.com)>  
**Subject:** (External E-mail)Re: (External E-mail)RE: (External E-mail)RE: (External E-mail)FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

Keith, as soon as the factory provides the proposal to repair the oil leak I will get it to you and depending on your answer to Jess, have the SF6 Leak Detection added to the quote.

Adding Emalee to the email chain.

Byron Brandes  
PowerTech  
Northeast Territory Manager  
(Cell) 603-801-4550

Sent from iPhone. Please forgive typos.

---

**From:** Jess Mains <[jess.mains@hitachienergy.com](mailto:jess.mains@hitachienergy.com)>

**Sent:** Tuesday, January 10, 2023 9:44:10 AM

**To:** Keith Muchnick <[kmuchnick@freeporselectric.com](mailto:kmuchnick@freeporselectric.com)>; Byron Brandes <[byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)>

**Cc:** Craig R. Barkey <[craig\\_r.barkey@hitachienergy.com](mailto:craig_r.barkey@hitachienergy.com)>

**Subject:** RE: (External E-mail)RE: (External E-mail)RE: (External E-mail)FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

Good morning Keith.

I am the regional service sales manager for the Ne region and will support Powertech in their service related activities.

I also happen to have spent the majority of my career with the breaker facility in SW Pa.

I have a question on the SF6 leak. Do you have an idea where it is leaking or are you just seeing a drop in SF6 pressure that indicates a leak?

In order to check for leaks we will likely need a hand sniffer and or a FLIR camera to detect locate the leak and I just want to make sure the team coming up is properly prepped for the task.



**Jess C. Mains III**  
Regional Service Sales Manager - NE

924 Quaker Drive  
Irwin 15642, Pennsylvania, US  
Mobile: 724-309-8697  
E-mail: [jess.mains@hitachienergy.com](mailto:jess.mains@hitachienergy.com)  
[www.hitachienergy.com](http://www.hitachienergy.com)



**From:** Keith Muchnick <[kmuchnick@freeporselectric.com](mailto:kmuchnick@freeporselectric.com)>

**Sent:** Tuesday, January 10, 2023 9:31 AM

**To:** Byron Brandes <[byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)>

**Cc:** Jess Mains <[jess.mains@hitachienergy.com](mailto:jess.mains@hitachienergy.com)>; Craig R. Barkey <[craig\\_r.barkey@hitachienergy.com](mailto:craig_r.barkey@hitachienergy.com)>

**Subject:** RE: (External E-mail)RE: (External E-mail)RE: (External E-mail)FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

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See the SecureWay group in Yammer for more security information.

Hi,

To note we have slight SF6 gas leaks so I would also like to know if you can leak check them while you are here (In 2017 ABB resealed the bottles.) Please advise when I should see the quote and how long the quote is good for.

Thanks,  
keith

Keith Muchnick

Superintendent Of Power Plants | Freeport Electric

Office 516.377.2279

Direct 516 242 7883 | [kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)

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**From:** Byron Brandes <[byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)>

**Sent:** Tuesday, January 3, 2023 2:10 PM

**To:** Keith Muchnick <[kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)>

**Cc:** Jess Mains <[jess.mains@hitachienergy.com](mailto:jess.mains@hitachienergy.com)>; Craig R. Barkey <[craig\\_r\\_barkey@hitachienergy.com](mailto:craig_r_barkey@hitachienergy.com)>

**Subject:** (External E-mail)RE: (External E-mail)RE: (External E-mail)FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

Got it. Thanks for the clarification.

Best Regards,

 **PowerTech**  
Byron Brandes

Mobile 603-801-4550

Email [byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)

Website [powertechllc.com](http://powertechllc.com)

*PowerTech, LLC is an independent representative for ABB, Inc.*

**From:** Keith Muchnick <[kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)>

**Sent:** Tuesday, January 3, 2023 2:08 PM

**To:** Byron Brandes <[byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)>

**Cc:** Jess Mains <[jess.mains@hitachienergy.com](mailto:jess.mains@hitachienergy.com)>; Craig R. Barkey <[craig\\_r\\_barkey@hitachienergy.com](mailto:craig_r_barkey@hitachienergy.com)>

**Subject:** RE: (External E-mail)RE: (External E-mail)FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

Hi,

This could be completed in a single deployment. Once we energize the breaker we can parallel and open the adjacent breaker as one backs up the other.

Thanks,

keith

Keith Muchnick

Superintendent Of Power Plants | Freeport Electric

Office 516.377.2279

Direct 516 242 7883 | [kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)

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**From:** Byron Brandes <[byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)>

**Sent:** Tuesday, January 3, 2023 2:00 PM

**To:** Keith Muchnick <[kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)>

**Cc:** Jess Mains <[jess.mains@hitachienergy.com](mailto:jess.mains@hitachienergy.com)>; Craig R. Barkey <[craig\\_r\\_barkey@hitachienergy.com](mailto:craig_r_barkey@hitachienergy.com)>

**Subject:** (External E-mail)RE: (External E-mail)FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7\_5007UC1HXX:ref ]

Keith, PowerTech is the independent Agent for Hitachi Energy (formerly ABB, formerly Hitachi-ABB PowerGrids) so our proposal will be directly with Hitachi Energy, not a 3<sup>rd</sup> party vendor. As such, we are expert on their products and services.

Based upon your comment below I will look to get a proposal for the services requested for two units but from the sounds of it, you would require dual deployments. If there was a way to have one repaired, tested and put into service and have the other done in the same deployment that would certainly save some time and money (travel) and might be an option once you have reviewed the proposal.

Thank you for the additional info/pics.

Best Regards,

 **PowerTech**  
Byron Brandes

Mobile 603-801-4550

Email [byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)

Website [powertechllc.com](http://powertechllc.com)

*PowerTech, LLC is an independent representative for ABB, Inc.*

**From:** Keith Muchnick <[kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)>

**Sent:** Tuesday, January 3, 2023 1:45 PM

**To:** Byron Brandes <[byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)>

**Cc:** Jess Mains <[jess.mains@hitachienergy.com](mailto:jess.mains@hitachienergy.com)>; Craig R. Barkey <[craig\\_r\\_barkey@hitachienergy.com](mailto:craig_r_barkey@hitachienergy.com)>

**Subject:** RE: (External E-mail)FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7\_5007UC1HXX:ref ]

Hi,

At this point I would like a quote to reseal the breakers as they appear to be leaking from the piston seal as seen in the attached photos. In 2017 we had all three pole rupture disks and seals replaced due to leaking SF6 gas. Currently we are experiencing a slight oil leak that is causes issues with charging when low which is the primary reason for this request for quote. Please advise if you can quote this repair from the attached pictures. We have two of these units and can only take one out of service at a time. Also, please advise if you are a third party vendor to Hitachi ABB and how familiar you are with these breakers.

Thanks,  
Keith

Keith Muchnick  
Superintendent Of Power Plants | Freeport Electric  
Office 516.377.2279  
Direct 516 242 7883 | [kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)

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**From:** Byron Brandes <[byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)>  
**Sent:** Tuesday, January 3, 2023 1:24 PM  
**To:** Keith Muchnick <[kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)>  
**Cc:** Jess Mains <[jess.mains@hitachienergy.com](mailto:jess.mains@hitachienergy.com)>; Craig R. Barkey <[craig.r.barkey@hitachienergy.com](mailto:craig.r.barkey@hitachienergy.com)>  
**Subject:** (External E-mail)FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ref:\_00D2pOKR7.\_5007UC1HXX:ref ]

Hi Keith, Happy New Year.

I was just made aware of this request for technical support to repair a leaking breaker. I represent Hitachi Energy (formerly ABB) in the Northeast and will be happy to assist you. I will request a proposal and advise ASAP. Meanwhile, please send me any additional info if pertinent and if scheduling is anything other than "as soon as possible" please advise window you would like us to review and attempt to schedule within.

Is there any additional maintenance you would like to tackle while breaker is isolated and is worked on? Interrupter replacement? Gasket/seal replacements in addition to addressing the leak? Not sure how many actions the unit has taken since install or what your PM schedule has looked like in the past.

I will be in touch as soon as I have a proposal in hand for you or with additional questions, if answers are needed to put the proposal together.

Btw...I was initially involved in getting Hitachi to participate in the service transformer replacement (dry type) and wondered who was awarded that project out of curiosity. It was quoted through various contractors.

Best Regards,



Mobile 603-801-4550  
Email [byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)  
Website [powertechllc.com](http://powertechllc.com)

*PowerTech, LLC is an independent representative for ABB, Inc.*

**From:** Tony F. Conte <[tony.f.conte@hitachienergy.com](mailto:tony.f.conte@hitachienergy.com)>  
**Sent:** Tuesday, January 3, 2023 12:34 PM  
**To:** Byron Brandes <[byron.brandes@powertechllc.com](mailto:byron.brandes@powertechllc.com)>  
**Cc:** Matthew J. Snyder <[matthew.j.snyder@hitachienergy.com](mailto:matthew.j.snyder@hitachienergy.com)>; Jeff Spoljarick <[jeff.spoljarick@hitachienergy.com](mailto:jeff.spoljarick@hitachienergy.com)>; Contact Us <[contact-us@hitachienergy.com](mailto:contact-us@hitachienergy.com)>; Carl Tuch <[carl.tuch@hitachienergy.com](mailto:carl.tuch@hitachienergy.com)>  
**Subject:** FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

Hi Byron,  
Happy New Year.  
Looks like this is your dirt. Please follow up with Freeport Electric MLP.  
Regards, Tony

**Tony Conte**  
North C&I Regional Sales Manager  
Mobile: 6103017710

**From:**  
**Sent:** Tuesday, January 3, 2023 11:52 AM  
**To:** Tony F. Conte <[tony.f.conte@hitachienergy.com](mailto:tony.f.conte@hitachienergy.com)>  
**Cc:**  
**Subject:** FW: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

Good morning Tony,

Would you be able to assist Keith with a quote for field service to repair an oil leak on a HMB1.0?  
Thanks,



**Steve Hauser**  
AIS Field Service Technician

100 Distribution Circle  
Mount Pleasant 15666, Pennsylvania, United States  
E-mail: [steve.w.hauser@hitachienergy.com](mailto:steve.w.hauser@hitachienergy.com)  
[www.hitachienergy.com](http://www.hitachienergy.com)





**From:** Keith Muchnick <[kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)>  
**Sent:** Tuesday, January 3, 2023 11:24 AM  
**To:** Contact Us <[contact-us@hitachienergy.com](mailto:contact-us@hitachienergy.com)>  
**Subject:** RE: Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

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Hi,  
+ Pictures.  
Keith

In order for us to properly satisfy your request we'd like to obtain some additional information. Could you please provide the following where possible and applicable:

1. Any additional information about your request.
  - a. Is your company the owner of the equipment related to your request? *Owner*
  - b. Did you acquire a service contract upon purchase or are you interested in one? *No*
  - c. Are you planning on upgrading / replacing? *No*
2. Site Information (equipment location):
  - a. Website – [www.freeportelectric.com](http://www.freeportelectric.com)
  - b. Site Address – 220 West Sunrise Hwy., Freeport, NY 11520
3. If not you, who is the best person to contact for this Site location?
  - a. Name – Keith Muchnick
  - b. Email – [kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)
  - c. Phone – 516-242-7883
4. Nameplate from the equipment:
  - a. Picture of the full equipment nameplate (This shows us most of the information needed).
  - b. Model Number – ABB 145 PM 65-20
  - c. Serial Number – 102320-01 & 102320-02
  - d. Voltage – 138kv
  - e. Year Manufactured / Energized – 1996

**From:** Keith Muchnick  
**Sent:** Tuesday, January 3, 2023 11:23 AM  
**To:** Contact Us <[contact-us@hitachienergy.com](mailto:contact-us@hitachienergy.com)>  
**Subject:** RE: (External E-mail)Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

Hi,

Please see the information below regarding urgent work needed at our facility. I look forward to hearing back from you!

Keith

Keith Muchnick

Superintendent Of Power Plants | Freeport Electric

Office 516.377.2279

Direct 516 242 7883 | [kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)

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**From:** Contact Us <[contact-us@hitachienergy.com](mailto:contact-us@hitachienergy.com)>

**Sent:** Tuesday, December 6, 2022 2:42 PM

**To:** Keith Muchnick <[kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)>

**Subject:** (External E-mail)Hitachi Energy Case 20221206-6110684: ABB SF6 138KC breaker [ref:\_00D2pOkR7.\_5007UC1HXX:ref ]

Dear Keith,

Thank you for contacting the Hitachi Energy Customer Connect Center. We have opened Case number **20221206-6110684** for your request related to "ABB SF6 138KC breaker". Your satisfaction is important to us and we are working to address your request as quickly and expediently as possible.

In order for us to properly satisfy your request we'd like to obtain some additional information. Could you please provide the following where possible and applicable:

1. Any additional information about your request.
  - a. Is your company the owner of the equipment related to your request? *Owner*
  - b. Did you acquire a service contract upon purchase or are you interested in one? *No*
  - c. Are you planning on upgrading / replacing? *No*
2. Site Information (equipment location):
  - a. Website – [www.freeportelectric.com](http://www.freeportelectric.com)
  - b. Site Address – 220 West Sunrise Hwy., Freeport, NY 11520
3. If not you, who is the best person to contact for this Site location?
  - a. Name – Keith Muchnick
  - b. Email – [kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)
  - c. Phone – 516-242-7883
4. Nameplate from the equipment:
  - a. Picture of the full equipment nameplate (This shows us most of the information needed).
  - b. Model Number – ABB 145 PM 65-20
  - c. Serial Number – 102320-01 & 102320-02
  - d. Voltage – 138kv
  - e. Year Manufactured / Energized – 1996

Please don't hesitate to contact us at any time for any questions you may have relevant to this inquiry.

**If replying to this mail, please do so without changing the subject line.**

Best regards,  
Marta Mari  
Customer Connect Specialist  
Hitachi Energy  
Customer Connect Center  
[contact-us@hitachienergy.com](mailto:contact-us@hitachienergy.com)

Toll Free Contact No : 1 (800) 290-5290 [ ]

ref: \_00D2pOkR7\_5007UC1HXX:ref

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

**Date:** January 25, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** **Consulting Agreement – Kost Environmental Services, Inc. - Revised**

---

Attached is a renewal agreement for Kost Environmental Services, Inc. (Kost), to continue to provide environmental engineering services for the Village's Power Plants 1 and 2. Kost's services will include preparing Spill Prevention, Control and Countermeasure (SPCC) Plans, preparing Best Management Plans, and conducting fuel oil tank inspections and secondary containment inspections. Additionally, Kost will provide environmental engineering services related to the installment of the Microgrid Tanks at Power Plant 1. The Utility expended no money on Kost's environmental engineering services out of the \$20,000.00 allocated for the current contract.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board approve the renewal agreement for environmental engineering services from Kost Environmental Services, Inc., of 117 North 6<sup>th</sup> Street, Lindenhurst, New York 11757 for the not to exceed cost of \$15,000.00 for a period of one year starting March 1, 2023. This amount reflects a decrease of \$5,000.00 from the last year contract and the rates will remain the same as in the previous 2022 contract. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. These services shall be funded through account numbers E 7143151 510000 (Agency Fees PP 1), E 7143152 510000 (Agency Fees PP 2), and E 7143156 510000 (Agency Fees CT2). There are sufficient funds available to cover this expense.

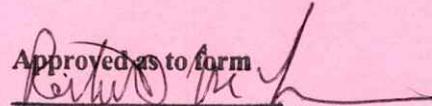


Digitally signed by Al Livingston Jr.  
DN: cn=Al Livingston Jr, o=Inc. Village  
of Freeport, ou=Electric Department,  
email=alivingston@freeportelectric.co  
m, c=US  
Date: 2023.01.26 08:59:13 -0500

Al Livingston Jr.  
Superintendent of Electric Utilities

AL:tb  
Attachment

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Incorporated Village of Freeport requires the services of a firm able to provide environmental engineering services for the Village’s Power Plants to provide spill prevention, control and countermeasures (SPCC) plans, preparing best management plans, and conducting fuel oil tank inspections and secondary containment inspections on an as needed basis; and

**WHEREAS**, Kost Environmental Services, Inc., 117 North 6<sup>th</sup> Street, Lindenhurst, New York 11757, is a firm with the requisite skills to perform the services required; and

**WHEREAS**, the current contract with Kost Environmental is for a term from March 1, 2022 to February 28, 2023 on an as needed basis for a not to exceed cost of \$20,000; the Utility expended no money on Kost’s engineering services out of the \$20,000.00 allocated for this contract; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting Board approval to renew the Consulting Agreement for environmental engineering services with Kost Environmental Services, Inc., 117 North 6th Street, Lindenhurst, New York 11757, for the not-to-exceed cost of \$15,000.00 for a one-year term from March 1, 2023 to February 29, 2024; this amount reflects a decrease of \$5,000.00 from the last year contract and the rates will remain the same as in the previous 2022 contract; and

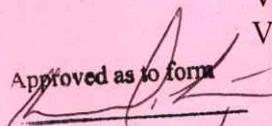
**WHEREAS**, the services to be performed are personal services of a specialized nature and are therefore exempt from the competitive bidding requirements of General Municipal Law; and

**WHEREAS**, these services shall be funded through account numbers E 7143151 510000 (Agency Fees PP1), E 7143152 510000 (Agency Fees PP2), and E 7143156 510000 (Agency Fees CT2) and there are sufficient funds available to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, Board approve and the Mayor be and hereby is authorized to renew the Consulting Agreement for environmental engineering services with Kost Environmental Services, Inc., 117 North 6th Street, Lindenhurst, New York 11757, for the not-to-exceed cost of \$15,000.00 for a one-year term from March 1, 2023 to February 29, 2024.

The Clerk polled the Board at follows:

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

Approved as to form  
  
Village Attorney 1/27/2023

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**KOST ENVIRONMENTAL SERVICES, INC.**

**MARCH 1, 2023 – FEBRUARY 29, 2024**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and KOST ENVIRONMENTAL SERVICES, INC., with an office located at 117 North 6<sup>th</sup> Street, Lindenhurst, New York 11757 (hereinafter referred to as "KOST"):

### WITNESSETH:

WHEREAS, KOST ENVIRONMENTAL SERVICES, INC., has certain unique skills, abilities and expertise that may be useful to the Incorporated Village of Freeport Electric Utility from time to time, in particular environmental engineering services, and,

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

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

### TERMS AND CONDITIONS

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

1. *Employment.*

IVF hereby employs KOST as an independent contractor, and KOST hereby accepts employment upon the terms and conditions hereinafter set forth.

2. *Term.*

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023 and shall terminate on February 29, 2024 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph ten (10) herein. The IVF will compensate KOST for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by KOST under this Agreement, the IVF shall pay KOST a fee not to exceed \$15,000.00. All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

#### 4. *Duties.*

KOST shall provide environmental engineering services for the VOF's Power Plants 1 and 2, as needed. These services shall include:

- Preparing Spill Prevention, Control and Countermeasure (SPCC) Plans.
- Conducting fuel oil tank inspections.
- Conducting secondary containment inspections.
- Preparing Best Management Plans.

#### 5. *Extent of Services.*

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

#### 6. *Expenses.*

KOST is authorized to incur reasonable expenses related to KOST's performance of the aforesaid duties. The IVF will reimburse KOST for all such expenses authorized by the IVF upon the presentation by KOST, 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. KOST agrees to submit, on or before the first day of each month, a detailed invoice to the IVF for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

#### 7. *No Participation.*

KOST acknowledges and agrees that this contract shall not give or extend to KOST or his principals any rights with respect to additional contributions by the IVF to any deferred compensation plan, bonus plans, or fringe benefits such as medical insurance, dental insurance or pension rights, and further agrees to hold the IVF harmless from any employment, income or other taxes which may be assessed in connection with payments to KOST under the terms of this Agreement. Moreover, KOST will hold the IVF harmless for any automobile liability that may occur on IVF property. KOST further acknowledges and agrees that KOST 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, KOST is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to KOST.

9. *Assignment.*

This Agreement may not be assigned by KOST 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

KOST ENVIRONMENTAL  
SERVICES, INC.  
117 North 6<sup>th</sup> Street  
Lindenhurst, NY 11757

11. *Confidentiality.*

KOST 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.*

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

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**

**KOST ENVIRONMENTAL SERVICES, INC.**

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

**DARREL J. KOST, P.E.**

APPROVED AS TO FORM:

HOWARD E. COLTON  
Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities      December 22, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 20, 2021:

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

**WHEREAS**, the Incorporated Village of Freeport requires the services of a firm able to provide environmental engineering services for the Village's Power Plants to provide spill prevention, control and countermeasures (SPCC) plans, preparing best management plans, and conducting fuel oil tank inspections and secondary containment inspections on an as needed basis; and

**WHEREAS**, Kost Environmental Services, Inc., 117 North 6<sup>th</sup> Street, Lindenhurst, New York 11757, is a firm with the requisite skills to perform the services required; and

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

**WHEREAS**, the current contract is for a term from March 1, 2021 to February 28, 2022 on an as needed basis for a not to exceed cost of \$20,000; and

**WHEREAS**, under the current contract, \$5,620.00 has been expended for these engineering services; and

**WHEREAS**, these services shall be funded through account numbers E 7143151 510000 (Agency Fees PP1), E 7143152 510000 (Agency Fees PP2), and E 7143156 510000 (Agency Fees CT2) and there are sufficient funds available to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that the Board approve and the Mayor be authorized to execute any and all documentation necessary to effectuate an agreement between the Incorporated Village of Freeport and Kost Environmental Services, Inc., 117 North 6<sup>th</sup> Street, Lindenhurst, New York, 11757 for a period of one year effective from March 1, 2022 to February 28, 2023 on an as needed basis for a not to exceed cost of \$20,000.

The Clerk polled the Board as follows:

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

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

Trustee Sanchez  
Mayor Kennedy

In Favor  
In Favor

---

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

Board & Comm.

X Claims Examiner Aide

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

OTHER

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

**Date:** February 1, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Consulting Agreement Renewal – P.W. Grosser Consulting, Inc. -Revised

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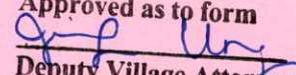
Attached is an agreement for P.W. Grosser Consulting, Inc. (PWGC) to continue to provide environmental engineering services to the Inc. Village of Freeport. PWGC is a civil and environmental engineering firm specializing in soil and groundwater investigations, remedial and environmental design, remediation and environmental compliance. As the Electric Department has limited engineering capability, over the years PWGC has provided a significant level of expertise to the Electric Department on an as needed basis. PWGC's services include, among others, handling emergency issues related to soil management, PCBs, and storm water management and providing support for our State Pollutant Discharge Elimination System (SPDES), Chemical Bulk Storage and toxic/hazardous substances permit. It is important to have this company available for immediate use. The Utility expended no money on PWGC's services out of the \$7,000.00 allocated for the current contract.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Mayor and Board approve the renewal agreement for environmental engineering services with P.W. Grosser Consulting, Inc. of 630 Johnson Avenue, Suite 7, Bohemia, NY 11716 for a not to exceed cost of \$7,000.00 for a period of one year starting March 1, 2023 to February 29, 2024. Although, some of the hourly rates for the year 2023 has increased, FE does not expect this to have an effect on the overall cap which will remain the same as in the current contract. Further, that the Mayor be authorized to execute any and all documentation necessary to effectuate this agreement. PWGC's services shall be funded through account numbers E 7143151 510000 (Agency Fees PP 1), E 7143152 510000 (Agency Fees PP 2), and E 7143156 510000 (Agency Fees CT2). There are sufficient funds available to cover this expense.



Digitally signed by Al Livingston Jr  
DN: cn=Al Livingston Jr, o=Inc. Village  
of Freeport, ou=Electric Department,  
email=alivingston@freeportelectric.c  
om, c=US  
Date: 2023.02.01 11:02:55 -05'00'

Al Livingston Jr.  
Superintendent of Electric Utilities

Approved as to form  
  
Deputy Village Attorney

AL:tb  
Attachment

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

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

**WHEREAS**, the Freeport Electric Utility is in need of certain environmental field engineering, specializing in soil and groundwater investigations, remedial and environmental design, remediation and environmental compliance; and

**WHEREAS**, P.W. Grosser Consulting, Inc., with offices at 630 Johnson Avenue, Suite 7, Bohemia, New York 11716, possesses the requisite expertise in this field and has provided the Utility valuable service over the years; and

**WHEREAS**, on January 10, 2022, the Board approved the contract with P.W. Grosser Consulting, Inc. for a term from March 1, 2022 to February 28, 2023 for a not to exceed cost of \$7,000; and

**WHEREAS**, fiscal year to date the Utility has expended no money on PWGC's services out of \$7,000.00 allocated for the current contract; and

**WHEREAS**, the Electric Utility wishes to renew the contract with PWGC for a term from March 1, 2023 through February 29, 2024 with a not to exceed amount of \$7,000.00 (while some of the hourly rates have increased, the total cap has not changed from the prior contract); 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

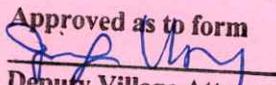
**WHEREAS**, these services shall be funded through account numbers E 7143151 510000 (Agency Fees PP1), E 7143152 510000 (Agency Fees PP2), and E 7143156 510000 (Agency Fees CT2) and there are sufficient funds available to cover this expense; and

**NOW, THEREFORE BE IT RESOLVED** that based on the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any documents necessary to effectuate an agreement for environmental engineering services with P.W. Grosser Consulting, Inc., 630 Johnson Avenue, Suite 7, Bohemia, New York 11716 for a term of one year from March 1, 2023 to February 29, 2024 for a not to exceed cost of \$7,000.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez  
Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING  
VOTING  
VOTING

Approved as to form  
  
Deputy Village Attorney

**CONSULTING AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**P.W. GROSSER CONSULTING, INC.**

**MARCH 1, 2023 – FEBRUARY 29, 2024**

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

## CONSULTING AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the INCORPORATED VILLAGE OF FREEPORT, a municipal corporation having offices at 46 North Ocean Avenue, Freeport, New York 11520 (hereinafter referred to as "IVF"), and P.W. GROSSER CONSULTING, INC., with an office located at 630 Johnson Avenue, Suite 7, Bohemia, New York 11716-2618 (hereinafter referred to as "PWGC"):

### WITNESSETH:

WHEREAS, P.W. GROSSER CONSULTING, INC., has certain unique skills, abilities and expertise that will be useful to the Incorporated Village of Freeport Electric Utility, in particular environmental engineering services;

WHEREAS, P.W. GROSSER CONSULTING, INC., 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 PWGC as an independent contractor, and PWGC 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, 2023 and shall terminate on February 29, 2024 with the right on the part of either party to cancel this Agreement upon a thirty (30) day written notice sent to the address as listed within paragraph eleven (11) herein. The IVF will compensate PWGC for only those services rendered prior to the termination of the contract.

3. *Compensation.*

For all services rendered by PWGC under this Agreement, the IVF shall pay PWGC a fee not to exceed \$7,000 payable at the rates delineated in Attachment A (PWGC Rate Schedule). All services to the IVF shall be accompanied by an itemized listing of all charges incurred.

4. *Duties.*

PWGC shall provide environmental engineering services to the IVF, as needed.

5. *Extent of Services.*

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

6. *Expenses.*

PWGC is authorized to incur reasonable expenses related to PWGC's performance of the aforesaid duties. The IVF will reimburse PWGC for all such expenses authorized by the IVF upon the presentation by PWGC, 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. PWGC agrees to submit, on or before the first day of each month, a detailed invoice to the IVF for the monthly payment, and further agrees to submit such other and further documentation as may be reasonably required by the IVF from time to time to process payment.

7. *No Participation.*

PWGC acknowledges and agrees that this contract shall not give or extend to PWGC 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 PWGC under the terms of this Agreement. Moreover, PWGC will hold the IVF harmless for any automobile liability that may occur on IVF property. PWGC further acknowledges and agrees that PWGC 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.*

PWGC 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.

- PWGC 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, PWGC is unable to perform services the IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to PWGC.

10. *Assignment.*

This Agreement may not be assigned by PWGC 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

P.W. GROSSER CONSULTING, INC.  
630 Johnson Avenue  
Suite 7  
Bohemia, NY 11716

12. *Confidentiality.*

PWGC 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.*

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

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

**INC. VILLAGE OF FREEPORT**

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

**ROBERT T. KENNEDY, MAYOR**

**P.W. GROSSER CONSULTING, INC.**

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

**PAUL K. BOYCE, PRESIDENT**

APPROVED AS TO FORM:

\_\_\_\_\_  
HOWARD COLTON  
Village Attorney



<b>2023 PWGC RATE SCHEDULE</b>	
<b>Category</b>	<b>Hourly</b>
<b>PRINCIPALS</b>	
Senior Principals	\$300.00 - \$420.00
Principals	\$200.00 - \$300.00
<b>PROJECT MANAGEMENT</b>	
Senior Project Manager	\$160.00 - \$260.00
Project Manager	\$135.00 - \$210.00
<b>HYDROGEOLOGIST/ENVIRONMENTAL SCIENTIST (HYDRO/ES)</b>	
Professional (PG) Senior Hydro	\$170.00
Senior Hydro/ES	\$115.00 - \$130.00
Project Hydro/ES	\$95.00 - \$105.00
Field Hydro/ES	\$90.00
Senior Environmental Tech	\$100.00
Environmental Tech	\$85.00
<b>ENGINEERING</b>	
Senior Engineer	\$145.00 - \$165.00
Project Engineer	\$130.00 - \$150.00
Staff Engineer	\$115.00
Senior Environmental Planner	\$115.00 - \$140.00
Environmental Planner	\$85.00 - \$110.00
<b>GIS/CADD SERVICES/Civil 3-D/DRONE SERVICES</b>	
US FAA Certified Remote Pilots	\$110.00
Senior Geospatial Geologist	\$130.00
CADD Drafter/Permit Coordinator	\$105.00
Senior GIS Analyst	\$105.00
GIS Analyst	\$90.00
<b>OTHER SERVICES</b>	
IT Services	\$110.00
Administrative Services	\$100.00

**P.W. GROSSER CONSULTING, INC.**

P.W. GROSSER CONSULTING ENGINEER & HYDROGEOLOGIST, P.C.

PHONE: 631.589.6353 630 JOHNSON AVENUE, STE 7  
 PWGROSSER.COM BOHEMIA, NY 11716

LONG ISLAND • MANHATTAN • SARATOGA SPRINGS • SYRACUSE • SHELTON



# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only)                  P.W. GROSSER CONSULTING, INC.                  ATTN: PATRICIA SILEO                  630 JOHNSON AVENUE SUITE 7                  BOHEMIA, NY 11716</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured                  631-589-6353</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number                  113612196</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)                  Incorporated Village of Freeport                  46 North Ocean Avenue                  Freeport, NY 11520-0000</p>	<p>3a. Name of Insurance Carrier                  ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"                  DBL387086</p> <p>3c. Policy effective period                  01/01/2023 to 12/31/2023</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.  
 B. Disability benefits only.  
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
 B. Only the following class or classes of employer's employees:

\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/13/2023 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Client#: 54105

PWGROSSER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/06/2022

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

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

PRODUCER: Greyling Ins. Brokerage/EPIC, 3780 Mansell Rd. Suite 370, Alpharetta, GA 30022. CONTACT NAME: Trudy Henry, PHONE: 770-552-4225, FAX: (A/C, No):, E-MAIL ADDRESS: ACECCertificates@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Accident & Indemnity Company (NAIC # 22357), INSURER B: Hartford Casualty Ins. Co. (29424), INSURER C: Sentinel Insurance Company (11000), INSURER D: Property AN Casualty Ins Co of Hartford (34690), INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (20SBWLG7017), D AUTOMOBILE LIABILITY (20UEGEK8015), B UMBRELLA LIAB (20XHGX8445), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (20WEGIB3070).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Incorporated Village of Freeport, New York State, HTFC, Pablo Rodriguez, PE and Cavalry Engineering, PC are named as an Additional Insureds on the above referenced liability policies with the exception of workers compensation where required by written contract.

CERTIFICATE HOLDER: Incorporated Village of Freeport, 46 North Ocean Avenue, Freeport, NY 11520-0000. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name &amp; Address of Insured (Use street address only)</p> <p>P.W. Grosser Consulting, Inc. 630 Johnson Avenue, Ste. 7 Bohemia, NY 11716</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>631 589-6353</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>11-3612196</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Incorporated Village of Freeport 46 North Ocean Avenue Freeport, NY 11520</p>	<p>3a. Name of Insurance Carrier</p> <p>Sentinel Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>20WEGIB3070</p> <p>3c. Policy effective period</p> <p>11/01/2022 to 11/01/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Lorrie Osterhage  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Lorrie Osterhage 10/06/2022  
(Signature) (Date)

Title: Broker

Telephone Number of authorized representative or licensed agent of insurance carrier: 770-552-4225

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## Workers' Compensation Law

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities      January 11, 2022  
FROM: Pamela Walsh Boeing, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

**WHEREAS**, the Freeport Electric Utility is in need of certain environmental field engineering, specializing in soil and groundwater investigations, remedial and environmental design, remediation and environmental compliance; and

**WHEREAS**, P.W. Grosser Consulting, Inc., with offices at 630 Johnson Avenue, Suite 7, Bohemia, New York 11716, possesses the requisite expertise in this field and has provided the Utility a lot of valuable service over the years; and

**WHEREAS**, on January 25, 2021, the Board approved the contract with P.W. Grosser Consulting, Inc. for a term from March 1, 2021 to February 28, 2022 for a not to exceed cost of \$7,000; and

**WHEREAS**, fiscal year to date the Utility has expended no money on PWGC's services out of \$7,000.00 allocated for the current contract; 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**, these services shall be funded through account numbers E 7143151 510000 (Agency Fees PP1), E 7143152 510000 (Agency Fees PP2), and E 7143156 510000 (Agency Fees CT2) and there are sufficient funds available to cover this expense; and

**NOW, THEREFORE BE IT RESOLVED** that based on the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any documents necessary to effectuate an agreement for environmental engineering services with P.W. Grosser Consulting, Inc., 630 Johnson Avenue, Suite 7, Bohemia, New York 11716 for a term of one year from March 1, 2022 to February 28, 2023 for a not to exceed cost of \$7,000.

The Clerk polled the Board as follows:

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

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

Trustee Sanchez  
Mayor Kennedy

In Favor  
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	

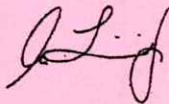
**INCORPORATED VILLAGE OF FREEPORT**  
*INTER-DEPARTMENT CORRESPONDENCE*

**Date:** January 23, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** Agreement for Allied Account Services, Inc.  
Delinquent Receivable Debt Collection

---

Attached for your review is a collection services agreement between the Incorporated Village of Freeport and Allied Account Services, Inc., for delinquent receivable debt collection. Fees are contingent upon collection (Primary Placements – 33.33%; Secondary Placement – 50%; Legal Rate if applicable – 50%). This agreement will commence on March 1, 2023, and shall remain in effect until February 29, 2028. The Electric Utility has worked with Allied Account Services, Inc., for several years and I am satisfied with the effort and due diligence provided by this company. The terms remain the same.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Village enter into an agreement for delinquent receivable debt collection services with Allied Account Services, Inc., 1065 Stewart Avenue, Suite 103, Bethpage, NY 11714 starting March 1, 2023 through February 29, 2028; and that the Mayor be authorized to sign any and all contracts associated with this agreement. Fees associated with this service will be charged to E7612310 576100 (Collection Expense). There are sufficient funds available for this expense.

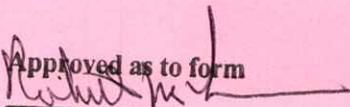


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

**Attachments**

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Electric Utility is in need of a firm capable of collecting delinquent receivables; and

**WHEREAS**, Allied Account Services, Inc., with offices at 1065 Stewart Avenue, Suite 103, Bethpage, NY 11714, possesses the requisite expertise in this field and has provided the Utility valuable service over the years; 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**, fees are contingent upon collection [Primary Placements – 33.33%; Secondary Placement – 50%; Legal Rate (if applicable) – 50%] and will be charged to account E7612310 576100 (Collection Expense) and there are sufficient funds available to cover this expense; and

**WHEREAS**, the fees remain the same from the prior contract; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, Board approve and the Mayor be authorized to execute any documents necessary to effectuate an agreement for debt collection services with Allied Account Services, Inc., 1065 Stewart Avenue, Suite 103, Bethpage, NY 11714, starting March 1, 2023 through February 29, 2028.

The Clerk polled the Board as follows:

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

Approved as to form  
Village Attorney  
1/27/2023

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities August 6, 2019  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of August 5, 2019:

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

**WHEREAS**, the Freeport Electric Utility is in need of a firm capable of collecting delinquent receivables; and

**WHEREAS**, Allied Account Services, Inc., with offices at 422 Bedford Avenue, Bellmore, New York 11710, possesses the requisite expertise in this field and has provided the Utility a lot of valuable service over the years; 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**, fees are contingent upon collection (Primary Placements – 33.33%; Secondary Placement – 50%; Legal Rate (if applicable) – 50%) and will be charged to account E7612310 576100 (Collection Expense) and there are sufficient funds available to cover this expense; and

**NOW, THEREFORE BE IT RESOLVED** that based on the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be authorized to execute any documents necessary to effectuate an agreement for debt collection services with Allied Account Services, Inc., 422 Bedford Avenue, Bellmore, New York 11710 for a term of Commencing July 22, 2019 to February 28, 2023.

The Clerk polled the Board as follows:

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

Copy to:

<u>X</u> Auditor	<u>        </u> Court	<u>X</u> Purchasing
<u>        </u> Assessor	<u>X</u> Electric Utili.	<u>        </u> Registrar
<u>X</u> Attorney	<u>        </u> Fire Dept.	<u>        </u> Rec. Center
<u>        </u> Bldg. Dept.	<u>X</u> File	<u>X</u> Treasurer

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

<u>Board &amp; Comm.</u>	X <u>Personnel</u>	<u>Deputy Treasurer</u>
<u>Claims Examiner</u>	<u>Police Dept.</u>	<u>Deputy Village Clerk</u>
<u>Comm. Dev.</u>	<u>Publicity</u>	
X <u>Comptroller</u>	<u>Public Works</u>	

**Allied Account Services, Inc.**  
**Agreement for Collection Services**

This Agreement for collection services is effective this 6th day of February, 2023, between Allied Account Services, Inc., a New York corporation with offices at 1065 Stewart Avenue, Suite 103, Bethpage, NY 11714 hereinafter referred to as "Agency" and, Inc. Village of Freeport, with offices at 46 N Ocean Ave, Freeport NY 11520 hereinafter, "Client."

**WITNESSETH:**

WHEREAS, the Inc. Village of Freeport, requires the services of a collection agency to collect delinquent receivables, and,

WHEREAS, Allied Account Services, Inc., has significant experience in performing delinquent receivable debt collection, and,

WHEREAS, Allied Account Services, Inc., is an independent contractor ready, willing and able to provide services to the Inc. Village of Freeport for the period stated by this Agreement;

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

**1. Collection of Accounts:**

- a. Client may, from time to time, refer delinquent accounts to Agency for collection and Agency shall serve as an independent contractor. Agency agrees to use its best efforts in an ethical manner to pursue the collection of all referred accounts in compliance with all applicable Federal, State and Local laws, rules, and regulations. Similarly, Client agrees that referral of accounts to Agency will also be done in compliance with all applicable Federal, State and Local laws, rules and regulations and that all debts referred to Agency are contractually valid and owing to the best of Client's knowledge.
- b. Agency will generally commence collection activity within five (5) business days or less after the receipt of each account at Agency's office.
- c. Client shall grant Agency the authority to negotiate payment arrangements, receive and deposit payments on its behalf from its debtors via cash, check, and ACH transaction, money order, credit or debit card. Agency shall also have the authority to endorse such negotiable instruments as signatory, which may be received in payment. Agency shall deposit funds received on a daily basis into a general Client Trust

Account maintained for Client disbursements. Agency will not settle an account for less than the amount referred without specific authorization from Client.

d. Client acknowledges that any additional costs or accruing interest it wishes to add to a debtor's balance at the time of placement with the Agency, may only be done so in accordance with the terms set forth in an original signed agreement or contract with the debtor and must be supplied to the Agency upon request.

e. Client agrees to report to Agency, in a timely manner, all direct payments, adjustments and disputes while an account is actively placed with the Agency. Agency is entitled to commissions on all direct payments received by Client while account is actively placed with Agency.

## **2. Litigation:**

a. Agency may, from time to time, recommend to Client, litigation against a debtor. Agency will not have the authority to commence legal activity or refer an account to an attorney without prior written authorization by Client. Increased commission percentage to Agency may apply. Client may deny legal authorization for any reason, in which case Agency shall close and return the debtor's account.

b. Agency may require from Client, advance funds for the commencement of any legal activity (i.e. filing fees, court costs, disbursements, etc). Any ongoing legal expenses and disbursements advanced by Agency shall be reimbursed by Client upon receipt of invoice.

c. If called upon, Client agrees to provide expert witness testimony to substantiate any claim brought into question during the course of litigation.

d. Agency will notify Client immediately of any counterclaims, cross-claims, or defense(s) filed in any legal proceedings connected with any Client account.

## **3. Account Withdrawal (Recall):**

Client reserves the right to recall any individual account placed in error at no additional cost to Client however, Agency retains the right to commissions on payments, if any, collected (in-house or directly to Client) prior to recall notification. Client recognizes there is considerable expense incurred by Agency in setting up placement files and initiating collection activity and will take all reasonable measures to minimize recalls due to placement error.

## **4. Indemnification and Relationship of Parties:**

Agency is and shall at all times be an independent contractor in the performance of this agreement. Agency shall indemnify, defend, and hold Client harmless from and

against any damage, loss, expense, cost, liability, penalty, or claim by or on behalf of any person or entity arising solely out of the performance of Agency.

Conversely, Client agrees to indemnify, defend and hold harmless Agency from and against any damage, loss, expense, cost, liability, penalty, or claim by or on behalf of any person or entity arising solely out of the performance of Client.

**5. Settlements:**

Agency and/or its affiliate agencies or attorneys will not accept any settlement or compromise from debtors placed with Agency under this Agreement unless authorized by Client to do so. Authorization may be on a case-by-case basis or by "blanket" authorization from Client.

**6. Agency Records:**

Agency will securely maintain records of Client accounts, monies collected from individual Client debtors, monies owed to Client as a result of those collections, monies remitted to Client and compensation claimed by Agency for a reasonable period of time.

**7. Reporting and Remittances:**

Agency will provide Client with the following reports relating to accounts placed for collection:

- a. An acknowledgement report of each placement referred to Agency for collection, within ten (10) business days from receipt of the placement at Agency's office. Acknowledgement will include debtor name, date of referral, and balance due.
- b. A notification of accounts cancelled by Agency or recalled at Client request (closeout report).
- c. A monthly net remittance statement will be mailed to each Client on or before the tenth day of the month for all collections received during the immediately preceding month. If needed, most special billing arrangements can be accommodated. Invoices for Agency fees and costs (when applicable) are due and payable within 30 days. All outstanding invoices may be assessed a rate of 1.5% per month.
- d. Other special reporting needs can be discussed upon request however, additional fees may apply.

## **8. License, Insurance and Bonding:**

Agency warrants that it is properly insured and bonded, and maintains licenses in many states where licenses are required. If an account is assigned in a state where licensing and/or bonding is required and the Agency is not licensed and or bonded in that state, the Agency will notify the Client and will not commence collection activity. However, with prior written authorization from the Client, the Agency, as an added service, may forward accounts to licensed affiliates on behalf of the Client in such an instance.

## **9. Compensation:**

Client agrees to pay Agency a contingency fee based upon the attached "Fee Schedule" on monies collected on accounts referred to Agency by Client. A fixed rate, flat fee or added fee may apply in certain situations and will also be stated in the Fee Schedule or other sections of this Agreement. At no time will Agency be entitled to any commission, fees or other compensation except as stated herein.

## **10. Confidentiality:**

Any debtor information provided by Client will be used solely for skip tracing, asset searching, and/or collecting the debtor account placed by Client. This information will be held by Agency securely and in the strictest confidence and will be used for no other purpose. Client agrees to hold in confidence any proprietary information shared by Agency including, but not limited to commission rates, recovery percentages, collection strategies, etc. Both parties further agree that the provisions of this paragraph survive the termination of this agreement.

## **11. Term and Termination:**

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on March 1, 2023, and shall terminate on February 29, 2028, with the right on the part of either party to cancel this Agreement upon ninety (90) days written notice to the other party.

Upon termination, collection activity shall cease, and accounts referred to Agency will be immediately closed and returned to Client. However, in the event that termination is not due to a breach by Agency of any provision of this agreement, Agency may exclude selected accounts that have an existing promise to pay, are making payment(s), or are in litigation; by preparing a list including debtor name, status, balance, and referral date, payment history or litigation documentation. Agency shall close and return all other Client accounts. Agency shall continue to use its best efforts to collect those accounts which are excluded from the return, will continue to report and remit collections received on such accounts and will be entitled to commissions

on such collections in the same manner and amount as are provided in this Agreement.

**12. Entire Agreement:**

This agreement constitutes the entire agreement between Client and Agency, and supersedes all oral negotiations or prior writings.

**13. Severability:**

If any provision of this agreement is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision of this agreement.

**14. Governing Law:**

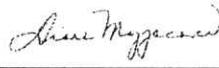
This agreement is governed and interpreted by the laws of the State of New York.

Agreed to by both parties this \_\_\_\_ day of \_\_\_\_\_, 2023

Agency:

**Allied Account Services, Inc.  
1065 Stewart Avenue, Suite 103  
Bethpage, NY 11714**

By: Diane Mazzacano

Signed:   
\_\_\_\_\_

Title: President

Client: **Inc. Village of Freeport**

Address: **46 N Ocean Ave  
Freeport, NY 11520**

By: Robert T. Kennedy

Signed: \_\_\_\_\_

Title: Mayor

**Allied Account Services, Inc.**

**Contingency Fee Schedule**

Our fees are contingent upon collection and are as follows:

Primary Placements\* .....33.33%  
Secondary Placements.....50%  
Legal Rate (if applicable)\*\* ...50 %

\*Primary placements are defined as accounts that have not been placed previously with another third party entity for collections and have delinquency dates of less than 15 months.

\*\* Legal activity will not commence without Client's written approval to be provided under separate cover. Client agrees to pay advance legal costs to agency necessary to initiate legal activity. Any advanced monies will be reimbursed to Client with first monies collected. Agency will pay attorney all commissions due. In the event a Judgment is obtained and Client requests a substitution of attorney at a future date, Client agrees to pay any outstanding attorney disbursements, if any, at that time and Agency reserves the right (absent any breach of contract) to charge a 3% cancellation fee to help defer incurred expenses.

All other terms and conditions as stated in the Agreement for Collection Services shall remain in force.

**Client:** INC. VILLAGE OF FREEPORT

**Print Name:** Robert T. Kennedy

**Signed:** \_\_\_\_\_

**Title:** Mayor

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

# INCORPORATED VILLAGE OF FREEPORT

## INTER-DEPARTMENT CORRESPONDENCE

**Date:** January 27, 2023

**To:** Mayor Robert T. Kennedy

**From:** Al Livingston Jr., Superintendent of Electric Utilities

**Re:** Request to Rescind Award - Meter Reading Handheld Replacements

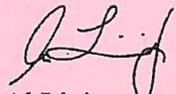
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At the January 10, 2022 Board meeting, the Mayor and Board approved (directive attached) the purchase of a new handheld meter reading system consisting of Sensus Autoread software and Juniper Archer 3 handheld units. The system and peripherals were to be purchased from Core & Main.

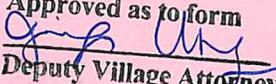
After some COVID related supply chain issues and delays, the equipment was delivered in May 2022. After multiple attempts to have the Sensus software configured to function with our EnQuesta electric billing system it was determined that the Sensus system would be unable to fulfill the requirements without extensive and expensive configuration of either the Sensus or EnQuesta software. In the end, it was determined that the proposed system would not be able to function as described and all equipment was returned. Please note that it was the software that was incompatible not the Juniper Archer handheld hardware.

No payments were made to the vendor and the Village did not incur any direct expenses during the process. Since Core & Main and the Sensus Autoread software were not compatible, the Electric Department is requesting that the Board rescind the January 10, 2022 award to Core & Main and award the contract to an alternate vendor capable of meeting our software requirements.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve the request to rescind the handheld meter reading system contract awarded to Core & Main, 14 Arch Street, Watervliet, NY 12189 and award the contract to an alternate vendor capable of meeting our specifications.



Al Livingston Jr.  
Superintendent of Electric Utilities

Approved as to form  
  
Deputy Village Attorney

AL:db

Attachments

1/10/2022 Board directive of the original request

Meter Reading Handheld Replacement Memo - Original Request to Mayor and Board

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

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

**WHEREAS**, on January 10, 2022, the Board awarded the contract for the purchase of a new handheld meter reading system, consisting of Sensus Autoread software and Juniper Archer 3 handheld units to be purchased from Core and Main, 14 Arch Street, Watervliet, NY 12189; and

**WHEREAS**, after some COVID related supply chain issues and delays, the equipment was delivered in May 2022; and

**WHEREAS**, after multiple attempts to have the Sensus software configured to function with our EnQuesta electric billing system it was determined that the Sensus system would be unable to fulfill the requirements without extensive and expensive configuration of either the Sensus or EnQuesta software; and

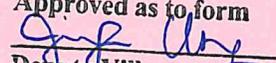
**WHEREAS**, it was determined that the proposed system would not be able to function as described and all equipment was returned, with no direct costs incurred by the Village; and

**WHEREAS**, the Superintendent of Electric is requesting for the Board to rescind the award to Core and Main and award the contract to an alternate vendor capable of meeting the software requirements; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Mayor and the Board hereby rescind the award to Core and Main for the contract for new handheld meter reading system.

The Clerk polled the Board at follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities January 11, 2022  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

**WHEREAS**, the Electric Department uses specialized handheld computers and dedicated software to collect and record electric meter readings for the generation of customer bills; and

**WHEREAS**, the current handheld devices have been in use since 2008, however, maintenance support ceased for these devices as of December 31, 2021 and there is no availability for additional maintenance support after this date; and

**WHEREAS**, there are two major vendors that supply and maintain meter reading handheld software, Sensus, which distributes solely through Core & Main and Itron, which deals direct; and

**WHEREAS**, the Sensus offering (\$16,827.40 for 4 handheld devices, software and charging station, installation and five years of a platinum prepaid service plan) is substantially less expensive than the Itron offering (\$28,965.00 for 4 handheld devices, software and charging station, installation and five years of prepaid no questions service plan), and can be fully implemented without any modification to the EnQuesta billing system; and

**WHEREAS**, the Sensus annual software support fee (2,144.94/year) is cheaper than the Itron software support fee (\$6,188.00/year), and is cheaper than the current software support fee of \$3,396.00; and

**WHEREAS**, the Juniper Archer 3 handheld utilized as part of the Sensus package is a standard Android based data collection device that is available on the open market, however, Core & Main offers then at the cheapest price of \$1,582.66 per unit (4 units - \$6,330.64) and thus provides for a fully integrated single point of contact package system; and

**WHEREAS**, the Sensus Autoread software and Juniper Archer 3 handhelds are the most economical and comprehensive package available for our meter data collection needs; and

**WHEREAS**, as above, Core & Main is the sole source supplier of the Sensus Autoread software; and

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

WHEREAS, funding for this purchase (excluding the annual software support) will come from a \$624,000 bond resolution approved by the Village Board of Trustees on July 12, 2021 and the costs will be charged to Electric Construction Work in Progress account E 110000; and

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Superintendent of Electric, that the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the purchase of a new electric meter reading system to be provided by Core & Main, 14 Arch Street, Watervliet, NY 12189, for a cost of \$16,827.40, which includes 4 handheld devices, software and charging station, installation and five years of prepaid service plus an annual software support fee of \$2,144.94.

The Clerk polled the Board as follows:

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

cc:

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

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

Date: January 5, 2022

To: Mayor Robert T. Kennedy

From: Al Livingston Jr., Superintendent of Electric Utilities

Re: Meter Reading Handheld Replacement (Revised)

---

The Electric Department uses five specialized handheld computers and dedicated software to collect and record electric meter readings for the generation of customer bills. The current RADIX handhelds and Utility Management Software which have been in use since 2008 no longer have maintenance support as of December 31, 2021. It was hoped that the product line would be purchased by a 3<sup>rd</sup> party that would continue to service them. This is not the case. The Electric Department must upgrade the existing handhelds and associated software so that we can reliably collect meter reading data.

There are two major vendors that supply and maintain meter reading handhelds - Sensus which distributes solely through Core & Main and Itron which deals direct. The Sensus offering is substantially cheaper than the Itron offering and can be fully implemented without modification to our enQuesta billing system.

Sensus - \$11,631.40 (4 handhelds, software and charging station – installation included) plus prepaid 5-year platinum service plan at a cost of \$5,196.00 = \$16,827.40

Itron - \$21,485.00 (4 handhelds, software, charging station and installation) plus 5-year prepaid no questions service plan of \$3,980.00 and minimum fee of \$3,500.00 for enQuesta updates = \$28,965.00

Both companies have annual software support fees. The Sensus annual software support fee is cheaper than Itron's fee (\$2,144.94/year compared to \$6,000.00/year). The software support fee for our current RADIX model was \$3,396.00/year.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve the purchase of a new electric meter reading system (Sensus) with five year platinum service plan to be provided by Core & Main, 14 Arch St., Watervliet, NY 12189 for a cost of \$16,827.40 plus the annual software support fee of \$2,144.94 per year. The cost of this purchase will be charged to the 2021 Bond Funds. There are sufficient funds available for this expense.



Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

# INCORPORATED VILLAGE OF FREEPORT

## INTER-DEPARTMENT CORRESPONDENCE

**Date:** January 30, 2023

**To:** Mayor Robert T. Kennedy

**From:** Al Livingston Jr., Superintendent of Electric Utilities

**Re:** Request to Award Alternative Vendor for Meter Reading Handheld Replacement (Revised)

---

At the January 10, 2022 board meeting, the Mayor and Board approved (directive attached) the purchase of a new handheld meter reading system consisting of Sensus Autoread software and Juniper Archer 3 handheld units. The system and peripherals were to be purchased from Core & Main.

After some COVID related supply chain issues and delays, the equipment was delivered in May 2022. After multiple attempts to have the Sensus software configured to function with our EnQuesta electric billing system it was determined that the Sensus system would be unable to fulfill the requirements without extensive and expensive configuration of either the Sensus or EnQuesta software. In the end, it was determined that the proposed system would not be able to function as described and all equipment was returned. Please note that it was the software that was incompatible not the Juniper Archer handheld hardware.

No payments were made to the vendor and the Village did not incur any direct expenses during the process. Since Core & Main and the Sensus Autoread software were not compatible, the Electric Department is requesting that the Board approve the second lowest bidder, Alexander's Contract Services, Inc.

Alexander's Contract Services, Inc., offers a complete meter reading solution and has verified and guaranteed in writing interoperability with our EnQuesta billing system without customization. Alexander's system offers improved functionality including photo documentation and the ability to service as a digital work order platform for documenting meter changes.

Alexander's ACS RouteManager 4.0 offering includes an upgraded version of the Juniper Archer handheld (camera and GPS functionality) and fully guaranteed software compatibility with our existing billing software. With regards to the vendors that submitted responsible and responsive proposals, as noted above Sensus' software is incompatible with our system and Itron is the most expensive option.

Sensus - \$11,631.40 (4 handhelds, software and charging station – installation included) plus prepaid 5-year platinum service plan at a cost of \$5,196.00 = \$16,827.40

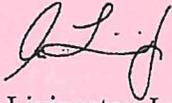
Itron - \$21,485.00 (4 handhelds, software, charging station and installation) plus 5-year

prepaid no questions service plan of \$3,980.00 and minimum fee of \$3,500.00 for enQuesta updates = \$28,965.00

As such, the recommended offering is as follows:

Alexander's Contract Services, Inc. - ACS RouteManager 4.0 upgraded Juniper Archer 3 handhelds (quantity 4) with GPS and camera integration. The cost is \$18,794.00 with an annual recurring subscription and maintenance fee of \$3,588.00. The total first year cost is \$22,257.00.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve the purchase of a new electric meter reading system from Alexander's Contract Services, Inc., 8655 Morro Rd., Suite C, Atascadero, CA 93422 for a cost of \$18,794.00 plus the annual recurring subscription and maintenance fee of \$3,588.00, for a total cost of \$22,257.00. It will be several months before we receive the handhelds. The annual subscription will be prorated to end on February 29, 2024. The cost of this purchase will be charged to the 2021 Bond Funds. There are sufficient funds available for this expense.



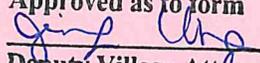
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

MeterReadingHandhelds.pdf is the 1/11/2022 Board directive of the original request  
Meter Reading Handheld Replacement Memo - Original Request to Mayor and Board  
Meter Reading Options Comparison  
Alexander's Archer Compatibility Letter  
Alexander's Archer Quote

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on January 10, 2022, the Board approved the purchase of a new electric meter reading system to be provided by Core & Main, 14 Arch Street, Watervliet, NY 12189, for a cost of \$16,827.40, which includes 4 handheld devices, software and charging station, installation and five years of prepaid service plus an annual software support fee of \$2,144.94; and

**WHEREAS**, after delivery in May 2022 and multiple attempts to have the Sensus software configured to function with our EnQuesta electric billing system, it was determined that the Sensus system software would be unable to fulfill the requirements without extensive and expensive configuration of either the Sensus or EnQuesta software; and

**WHEREAS**, all equipment was returned, no payments were made to the vendor, and the Village did not incur any direct expenses during the process; and

**WHEREAS**, the Electric Department is requesting that the Board approve the second lowest bidder, Alexander's Contract Services, Inc., 8655 Morro Rd., Suite C, Atascadero, CA 93422, for the purchase of ACS RouteManager 4.0 upgraded Juniper Archer 3 handhelds (quantity 4) with GPS and camera integration at a cost of \$18,794.00; plus the annual recurring subscription and maintenance fee of \$3,588.00; for a total first-year cost of \$22,257.00; and

**WHEREAS**, the cost of this purchase will be charged to the 2021 Bond Funds and there are sufficient funds available for this expense; and

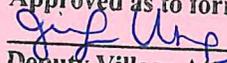
**WHEREAS**, the handheld devices will not be received for several months, so the annual subscription and maintenance fee of \$3,588.00 will be pro-rated to end as of February 29, 2024 so as to be in line with the Village's fiscal year; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the purchase of a new electric meter reading system to be provided by Alexander's Contract Services, Inc., 8655 Morro Rd., Suite C, Atascadero, CA 93422, for the purchase of ACS RouteManager 4.0 upgraded Juniper Archer 3 handhelds (quantity 4) with GPS and camera integration at a cost of \$18,794.00; plus the annual recurring subscription and maintenance fee of \$3,588.00, pro-rated based on receipt of devices with a term ending February 29, 2024, for a maximum total first-year cost of \$22,257.00.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe  
Trustee Martinez  
Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING  
VOTING  
VOTING

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities January 11, 2022  
FROM: Pamela Walsh Boeing, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 10, 2022:

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

**WHEREAS**, the Electric Department uses specialized handheld computers and dedicated software to collect and record electric meter readings for the generation of customer bills; and

**WHEREAS**, the current handheld devices have been in use since 2008, however, maintenance support ceased for these devices as of December 31, 2021 and there is no availability for additional maintenance support after this date; and

**WHEREAS**, there are two major vendors that supply and maintain meter reading handheld software, Sensus, which distributes solely through Core & Main and Itron, which deals direct; and

**WHEREAS**, the Sensus offering (\$16,827.40 for 4 handheld devices, software and charging station, installation and five years of a platinum prepaid service plan) is substantially less expensive than the Itron offering (\$28,965.00 for 4 handheld devices, software and charging station, installation and five years of prepaid no questions service plan), and can be fully implemented without any modification to the EnQuesta billing system; and

**WHEREAS**, the Sensus annual software support fee (2,144.94/year) is cheaper than the Itron software support fee (\$6,188.00/year), and is cheaper than the current software support fee of \$3,396.00; and

**WHEREAS**, the Juniper Archer 3 handheld utilized as part of the Sensus package is a standard Android based data collection device that is available on the open market, however, Core & Main offers then at the cheapest price of \$1,582.66 per unit (4 units - \$6,330.64) and thus provides for a fully integrated single point of contact package system; and

**WHEREAS**, the Sensus Autoread software and Juniper Archer 3 handhelds are the most economical and comprehensive package available for our meter data collection needs; and

**WHEREAS**, as above, Core & Main is the sole source supplier of the Sensus Autoread software; and

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

**WHEREAS**, funding for this purchase (excluding the annual software support) will come from a \$624,000 bond resolution approved by the Village Board of Trustees on July 12, 2021 and the costs will be charged to Electric Construction Work in Progress account E 110000; and

**NOW THEREFORE BE IT RESOLVED**, based on the recommendation of the Superintendent of Electric, that the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve the purchase of a new electric meter reading system to be provided by Core & Main, 14 Arch Street, Watervliet, NY 12189, for a cost of \$16,827.40, which includes 4 handheld devices, software and charging station, installation and five years of prepaid service plus an annual software support fee of \$2,144.94.

The Clerk polled the Board as follows:

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

---

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
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	

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

**Date:** January 5, 2022

**To:** Mayor Robert T. Kennedy

**From:** Al Livingston Jr., Superintendent of Electric Utilities

**Re:** Meter Reading Handheld Replacement (Revised)

---

The Electric Department uses five specialized handheld computers and dedicated software to collect and record electric meter readings for the generation of customer bills. The current RADIX handhelds and Utility Management Software which have been in use since 2008 no longer have maintenance support as of December 31, 2021. It was hoped that the product line would be purchased by a 3<sup>rd</sup> party that would continue to service them. This is not the case. The Electric Department must upgrade the existing handhelds and associated software so that we can reliably collect meter reading data.

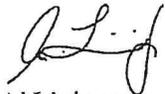
There are two major vendors that supply and maintain meter reading handhelds - Sensus which distributes solely through Core & Main and Itron which deals direct. The Sensus offering is substantially cheaper than the Itron offering and can be fully implemented without modification to our enQuesta billing system.

Sensus - \$11,631.40 (4 handhelds, software and charging station – installation included) plus prepaid 5-year platinum service plan at a cost of \$5,196.00 = **\$16,827.40**

Itron - \$21,485.00 (4 handhelds, software, charging station and installation) plus 5-year prepaid no questions service plan of \$3,980.00 and minimum fee of \$3,500.00 for enQuesta updates = **\$28,965.00**

Both companies have annual software support fees. The Sensus annual software support fee is cheaper than Itron's fee (\$2,144.94/year compared to \$6,000.00/year). The software support fee for our current RADIX model was \$3,396.00/year.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board approve the purchase of a new electric meter reading system (Sensus) with five year platinum service plan to be provided by Core & Main, 14 Arch St., Watervliet, NY 12189 for a cost of \$16,827.40 plus the annual software support fee of \$2,144.94 per year. The cost of this purchase will be charged to the 2021 Bond Funds. There are sufficient funds available for this expense.



Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Vendor	Core and Main	Barcode Giant	Itron	Alexanders
Description	Not able to perform as quoted	Handheld		Software and Hardware combined with
Meter reading Handled	Software and Hardware combined	Equipment only -		Upgraded handhelds with GPS and
Meter Reading Software	from single vendor. Plug and Play	Software not	Itron FCS software and Honeywell CN80	Camera. Interoperability with EnQuesta
Charging Station	with EnQuesta	offered	handled	garunteed in writing.
One time installation	\$6,330.64	\$6,568.00	\$10,400.00	\$8,928.00
EnQuesta Updates	\$4,201.76	\$1,099.00	\$6,000.00	\$5,995.00
Annual Licensing Fees	\$1,099.00		\$585.00	
Service Plan 5 year	Included		\$4,500.00	\$3,746.00
	None Needed		Min \$3,500	
	\$2,144.94		\$6,180.00	\$3,588.00
	\$5,196.00		\$3,980.00	
Total 1st year cost	\$13,776.34		\$27,665.00	\$22,257.00
Total cost for 5 yrs	\$15,920.70		\$33,980.00	\$17,940.00



January 18, 2023

Re: Billing software to Meter Reading software file interface.

To Whom It May Concern:

Alexander's Contract Services Inc., has over 20 years experience setting up and configuring new utilities and water districts on our cloud based meter reading software system. During this time, we have always allowed the utility to keep their existing billing interface file format and layout, so that no changes needed to be made to the utility's billing software import or export. Most of our competitors are very rigid in this regard, limiting their customer's options to just a handful of pre-defined layout templates.

We estimate that we have now conducted close to 200 custom configurations, and have yet to encounter a billing interface that we couldn't match. That being said, we are 100% confident that we will be able to create a reliable interface between Freeport Electric's billing software, and Alexander's RouteManager meter reading software system.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Low".

Chad Low  
Manager, Customer/Technical Support  
and Training Specialist  
Alexander's Contract Services Inc.  
8655 Morro Rd. Suite C  
Atascadero, CA 93422  
805-461-3458 x 502  
chad@alexander-co.com

A smaller version of the Alexander's Contract Services, Inc. logo, featuring the company name and a stylized water droplet graphic.

**Alexander's Inc.**

8655 Morro Rd., Suite C  
Atascadero, CA 93422  
805.461.3458 Phone  
805.461.1263 Fax

QUOTE TO:
Freeport Electric
46 North Ocean Avenue
Freeport, NY 11520
Attn: Les Endo

SHIP TO:
Freeport Electric
46 North Ocean Avenue
Freeport, NY 11520
Attn: Les Endo

Quote #	B0123012
Date	01/19/2023
Sales Rep	Bill VW
Delivery Date	40-60 days ARO
Customer #	
Customer PO	
Contact Name	Les Endo
Customer Ph. #	516-377-2235

Part Number	Description	Qty	Monthly Fee Each	Annual Fee Each	Annual Total
ACS-2030	ACS RouteManager 4.0 Cloud SST w/ CRS Monthly Website Subscription and Maintenance Fee	1	\$299.00	\$3,588.00	\$3,588.00
	<b>Total Annual Recurring Charges</b>				<b>\$3,588.00</b>

Part Number	Description	Qty	Each (\$ USD)	Total One-Time System Fee
ACS-2200	ACS RouteManager 4.0 Cloud SST w/ CRS Software License (One-Time Fee)	1	\$6,995.00	\$6,995.00
Discount	ACS RouteManager Discount Offer	1	-\$1,000.00	-\$1,000.00
ACS-1820	Archer 3 Handheld GEO w/WiFi, BT, GPS, 5 MP Camera, 2 GB RAM, 16 GB Flash (AR3-CFG-13427) (The Archer 3 Handheld comes with a N/C 24-month Manufacturer's Warranty)	4	\$2,232.00	\$8,928.00
ACS-1501	Archer 3 Handheld GEO 24-Month Manufacturer's Warranty	4	N/C	N/C
ACS-7050	DZReader Hand Held Application and Software License (One-Time Fee)	4	\$799.00	\$3,196.00
ACS-3300	RouteManager 4.0 Interactive Remote Webinar Training	1	\$550.00	\$550.00
ACS-4000	Shipping and Handling (Estimate)	1	\$125.00	\$125.00
	<b>Total One-Time Charges</b>			<b>\$18,794.00</b>

**Notes:**

- This quote is confidential and prepared exclusively for Freeport Electric

# Quote

- Freeport Electric also may elect to purchase their own Kyocera Duraforce Ultra 5G or Sonim XP8 devices and data plan from Verizon
- Pricing: Prices are in US dollars and are valid for 60 days from date of quote
- Shipping Terms: 40-60 Days after the Receipt of Order Confirmation and Required Deposit (if applicable). Customer is responsible for all shipping cost and duties.
- Invoice Terms and Payment: Invoices and payments are Net 30 Days  
Subscription/Maintenance and extended warranty fees are billed and due 30 days before each annual data, subscription and maintenance period begins. SST subscription is billed in advance annually or monthly following system installation. (If applicable to configuration).
- Wire Transfer Payment: A \$35.00 processing fee will be added to all Wire Transfer payments

**To confirm your order (if Purchase Order Number is unavailable), please sign below:**

Customer Authorized Signature	Date:	Alexander's Inc. Authorized Signature	Date:
Name (Please Print)		Name (Please Print)	
Title		Title	

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

**Date:** January 31, 2023

**To:** Mayor Robert T. Kennedy

**From:** Al Livingston Jr., Superintendent of Electric Utilities

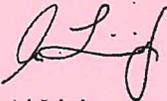
**Re:** Request to Advertise  
Re-Bid #23-02-ELEC-652  
Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers

---

At the bid opening on November 8, 2022, the Electric Department received no response to its advertisement for Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers. Attached please find specifications for the re-bid of these transformers. These transformers are used to maintain the Village's distribution system. The specifications cover a period of three (3) years with an option for a fourth year. The estimated quantity over a three or four year period will allow the Utility to order only the necessary units needed. Therefore, we will not have to store a large inventory of these transformers. Also, the delivery time will be reduced.

I request authorization to advertise a Notice to Bidders on February 9, 2023 in the Freeport Herald and other relevant publications. Specifications would be available from February 10, 2023 to February 17, 2023. The bids would have a returnable date of February 21, 2023. Attached is a copy of the Notice to Bidders for your review.

The cost of the transformers will be charged to Account #E 123000 (Inventory). There are sufficient funds available for this expense.

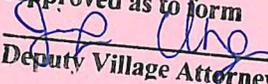


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on September 6, 2022, the Board authorized the publication of a Notice to Bidders for Bid #22-11-Elec-622, for the Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers; and

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

**WHEREAS**, the specifications cover a period of three (3) years with an option for a fourth year; the estimated quantity of thirty (30) units over a three or four year period will allow the Utility to order only the necessary units needed; and

**WHEREAS**, no bids were received at the bid opening on November 8, 2022; and

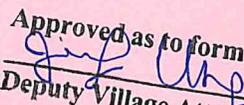
**WHEREAS**, the Superintendent of Electric is requesting a re-bid of these transformers; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for "Re-Bid #23-02-Elec-652, for the Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers", in the Freeport Herald Leader and other relevant publications of general circulation on February 9, 2023 with specifications available from February 10, 2023 through February 17, 2023, with a return date of February 21, 2023.

The Clerk polled the Board at follows:

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

Approved as to form  
  
Deputy Village Attorney

## **NOTICE TO BIDDERS**

**RE-BID #23-02-ELEC-652**

**FURNISHING OF OVERHEAD, POLE MOUNTED, SINGLE PHASE, DUAL  
VOLTAGE, DISTRIBUTION TRANSFORMERS  
FOR  
THE INCORPORATED VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers” until 11:00 A.M. on Tuesday, February 21, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Friday, February 10, 2023, until 4:00 P.M. on Friday, February 17, 2023.

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

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

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – February 9, 2023

# VILLAGE OF FREEPORT

Nassau County, New York



**Contract and Specifications For**

**FURNISHING OF OVERHEAD, POLE MOUNTED, SINGLE PHASE, DUAL  
VOLTAGE, DISTRIBUTION TRANSFORMERS**

**RE-BID #23-02-ELEC-652**

**MAYOR**

**ROBERT T. KENNEDY**

**TRUSTEES**

**RONALD J. ELLERBE      JORGE A. MARTINEZ  
CHRISTOPHER SQUERI    EVETTE SANCHEZ**

**PAMELA WALSH BOENING, VILLAGE CLERK**

**HOWARD COLTON, VILLAGE ATTORNEY**

**ISMAELA HERNANDEZ, TREASURER**

**KIM WELTNER, PURCHASING AGENT**



**Al Livingston Jr., Superintendent  
Inc. Village of Freeport**

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**NOTICE TO BIDDERS**

**RE-BID #23-02-ELEC-652**

**FURNISHING OF OVERHEAD, POLE MOUNTED, SINGLE PHASE, DUAL VOLTAGE,  
DISTRIBUTION TRANSFORMERS  
FOR  
THE INCORPORATED VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
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In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – February 9, 2023

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

## **WAIVER OF IMMUNITY**

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

## **STATEMENT OF EQUALITY**

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

## **INSTRUCTIONS TO BIDDERS**

### **1. PROJECT IDENTIFICATION**

These instructions are relative to the Village of Freeport Electric Department Project:  
“Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage,  
Distribution Transformers”

### **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 Friday, February 10, 2023, until 4:00 P.M. on Friday, February 17, 2023.

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

### **3. FEE FOR BID DOCUMENTS**

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

### **4. FORM**

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as one of the bid documents and shall be submitted in a sealed envelope clearly marked “Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers”, together with the name of the bidder. One original copy and one electronic copy shall be submitted.

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

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

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

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

Each bid must be headed by the name of the bidder and the address of his principal office or principal place of business. Bids containing only a post office box as a mailing address will be

deemed inadequate and may, at the discretion of the Purchaser, be rejected. In the case a bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation.

**6. TAXES**

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

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

**7. BID SECURITY**

Not required.

**8. QUALIFICATIONS OF BIDDERS**

- a) The Village reserves the right to reject any and all bids which do not conform to the proposals, or upon which the bidders do not comply with requirements of the Village as to their qualifications.
- b) All bidders must prove to the satisfaction of the Village that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to successfully deliver the proposed materials, and that they have completed successfully similar contracts to an extent which, in the opinion of the Village, will qualify them as a reputable firm.
- c) The Village shall be the sole judge on the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, materialmen or employees is not satisfactory to the Village, or if the evidence submitted by or the investigation of such bidders fails to satisfy the Village that he is properly qualified to carry out the obligations of the contract and to complete the contract contemplated therein.

**9. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Superintendent of Electric Utilities a written request for an interpretation thereof. The Superintendent of Electric Utilities shall furnish the prospective bidder with a written response directly, prior to the deadline for submitting the bid. The making of any necessary inquiry will be the bidder's responsibility. Oral answers will not be binding on the Purchaser. Contact the Superintendent of Electric Utilities at (516) 377-2220 or [procurement@freeportny.gov](mailto:procurement@freeportny.gov) with any questions.

**10. ADDENDUM**

Any addendum issued during the time of bidding, or forming a part of the bid documents for preparation of proposals, shall be covered in the proposal, and shall be made a part of the proposal. Receipt of each addendum shall be acknowledged in the proposal by entering the title, date and signature of person signing the proposal.

**11. MODIFICATIONS**

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

**12. CORRECTIONS**

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

**13. WITHDRAWAL**

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

**14. SUBLETTING OR ASSIGNING THE CONTRACT**

Pursuant to §109 of the General Municipal Law of the State of New York, no contractor to whom any contract shall be let, granted or awarded, as required by law, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the prior written consent of the Incorporated Village of Freeport.

**15. MULTIPLE PROPOSALS**

No person, firm or corporation shall be allowed to make more than one proposal for the same work. A person, firm or corporation who has submitted a proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

**16. AGREEMENT**

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

In case of failure to do so, the bidder shall be considered as having abandoned the bid, 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: Freeport Electric, Storeroom, 220 West Sunrise Highway, Freeport, New York 11520.

SPECIFICATION FOR  
OVERHEAD, POLE MOUNTED,  
SINGLE PHASE, DUAL VOLTAGE,  
DISTRIBUTION TRANSFORMERS

INC. VILLAGE OF FREEPORT

ELECTRIC DEPARTMENT

(Freeport Electric)

Revised 12/2021

**Title:** Specification for Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers.

**Application:** These transformers are intended for use as distribution transformers on poles in Freeport Electric's (FE) distribution system.

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## **Specification**

### **1 General**

- 1.1** This specification applies to the purchase of Single Phase, Dual Voltage Primary, Pole Mounted Distribution Transformers over a three (3) year period starting March 1, 2023, described in Table I as follows.
- 1.2** The transformers furnished under these specifications must be designed, fabricated and tested in accordance with all the latest applicable requirements of ANSI/IEEE Standard C57.12.00, C57.12.20 and C57.12.90. Transformers must also meet or exceed Department of Energy (DOE) efficiency standard 10 CFR Part 431 for distribution transformers.
- 1.3** The Bidder or manufacturer must have on his staff qualified service engineers available to investigate and assist the purchaser in case of defects found under the warranty.
- 1.4** The Bidder must warrantee that the transformers be of the kind and quality specified. If any failure to comply with the specifications appears within one year from date of energizing of equipment, the Bidder must correct the defects at his own expense, by repair or replacement of the defective part or parts provided the equipment was used in a manner as standard practice.
- 1.5** Should the manufacturer's manufacturing facilities reside outside of the United States, the Bidder shall, at their expense, send two representatives from FE to inspect such facilities.
- 1.6** The Bidder must protect transformers against damage in transit and shall be responsible for repair or replacement at his own expense for all damages until delivered FOB to Freeport Electric, Storeroom, 220 West Sunrise Highway, Freeport, New York 11520.
- 1.7** The Bidder must pay all expenses to deliver equipment to the above address. Unloading at site will be done by purchaser.
- 1.8** **DELIVERY SHALL BE MADE TO THE VILLAGE ON AN OPEN FLAT BED TRAILER.**

- 1.9** First delivery shall be made within ninety (90) days of issuance of Purchase Order.
- 1.10** Subsequent orders shall be delivered within sixty (60) days of releases.
- 1.11** The Bid prices shall remain firm for a period of three (3) years starting March 1, 2023 with a normal cost escalator, as specified in the bid, and with an option for one additional year.

## **2 Transformers**

- 2.1** Transformer voltages, bushing configurations, and kva sizes shall be as specified in Table I (Dual Voltage Transformers).
- 2.2** Temperature rise shall be 65°C.
- 2.3** Typ. Single phase transformers in accordance with this specification are shown on FE drawing CS-2268 and CS-2269 in Appendix B.
- 2.4** Insulating fluid shall be mineral oil conforming to the latest applicable requirements of the specifications below. The manufacturer shall certify the purity of insulating oil as having no measurable level of PCBs at the time of manufacture, and oil must conform to new oil standards when tested in accordance to the latest revisions of the following:
- ASTM D3487-00: Standard Specification for Mineral Insulating Oil Used in Electrical Apparatus.
  - ASTM D4059-00: Standard Method for Analysis of Polychlorinated Biphenyls in Mineral Insulating Oils by Gas Chromatography.
  - ASTM D1816-79: Standard Test Method for Dielectric Breakdown of Insulating Oils of Petroleum Origin Using VDE Electrodes.
  - ASTM D877-80: Standard Test Method for Dielectric Breakdown Voltage of Insulating Liquids Using Disk Electrodes.
  - ANSI C57.106: IEEE Guide for Acceptance and Maintenance of Insulating Oil in Equipment.

The following statement shall be embossed on the nameplate: “Non-PCB” when manufactured.

- 2.5** Transformer must be equipped with ¼ inch stainless steel NPT fitting located above the oil level near the cover. The following automatic pressure relief valve must be installed in the fitting :

QUALITROL – 202-030-01

Any other valve or venting must be approved, in writing, by FE.

- 2.6** Transformers must be equipped with a low voltage grounding connection consisting of an external copper link of adequate size, securely connecting the low voltage neutral terminal to the tank.
- 2.7** Transformers must have a tank grounding provision located near the bottom of the tank and must be provided with a solder less connector which will accommodate AWG No. 8 solid to No. 2 stranded copper. The following are approved tank ground connectors:

BURNDY CAT. NO. KC23B2 OR EQC632C

DOSSERT CAT. NO. DGN5S OR TGC-8-50

ANDERSON. CAT. NO. GTCL-23A

Any other tank ground connector must be approved, in writing, by FE.

- 2.8** Transformers shall be furnished with two hanger brackets suitable for direct pole mounting with no adapter plates required.
- 2.9** Transformer bushing material to be porcelain or polymer as specified below.
- Primary bushings shall be 15KV wet process gray porcelain or polymer, with a minimum BIL of 95KV, conforming to the latest requirements of ANSI/IEEE specifications with terminals suitable for copper conductors and the size of the terminals to accommodate #8 AWG sol. to #2 AWG str.
  - Secondary bushings must be either wet process gray porcelain or polymer insulators, having a minimum BIL of 30KV, conforming to the latest requirement of ANSI/IEEE specifications with terminals suitable for either copper or aluminum conductors and the size of the connectors to accommodate #6 AWG sol. to 4/0 str. Copper or Aluminum.
- 2.10** All primary and secondary bushings shall be marked per CS# 2268 and 2269 and conform to ANSI C57.12.70.
- 2.11** All electrical connections, bushing mounting bolts and cover attachment bolts require lock washers. Lock washers shall be fabricated from material that complies with the requirements of ANSI B18.21.1.
- 2.12** All external nuts and bolts must be stainless steel.
- 2.13** Transformer primary bushings shall be provided with bird and animal protection and have an enclosed hand wheel with integral connector.
- 2.14** Heavy duty lifting lugs welded to the tank shall be provided in accordance with the latest requirements of ANSI standards.

- 2.15** A corrosion resistant cover band shall be furnished with a stainless steel bolt, lock washer, and nut.
- 2.16** A stainless steel engraved nameplate with black lettering shall be furnished on the tank of the transformer and permanently affixed. Nameplate shall conform to the latest requirements of ANSI C57.12.00, Nameplate A.
- 2.17** The % impedance at 85°C and weight of each transformer shall be embossed on the transformer nameplate, regardless of KVA rating.
- 2.18** Each transformer must be supplied with the KVA rating stenciled on the transformer tank located near the base in line with the secondary bushings. This must be done with blue or black permanent ink. The KVA rating numerals shall be 2-1/2 inches in height.
- 2.19** The transformer overall height (including bushings) and weight shall not exceed the following values:

<u>SIZE KVA</u>	<u>HEIGHT (INCHES)</u>	<u>WEIGHT (LBS)</u>
15	40	300
25	44	425
37.5	47	550
50	50	700
75	50	900
100	50	1100
167	60	1600

- 2.20** Dual voltage transformers must be equipped with an externally operable dual voltage primary switch. Operating voltage shall be stenciled with one inch numerals on the transformer tank and the lever shall point to the operating voltage when in each voltage position. Transformers shall be delivered with operating lever locked in the 7970 volt position. Transformer lever shall afford a sufficiently strong mechanism so as not to allow lever operation when the transformer is energized.
- 2.21** Transformers must be supplied with a "plastic" coating (light gray color for identification purposes) on all external parts (tank, cover, and cover band). The plastic coating may be either double dipped epoxy coating, a fluidized bed vinyl coating, or an electrostatically applied resin. The coating on the transformer cover must have a minimum withstand rating of 10KV. All coatings must be tested in accordance with ANSI/IEEE C57.12.31, latest revision, and test results must be submitted to FE prior to acceptance. Any other method of coating must be approved, in writing, by FE.

### **3**      **Testing and Losses**

- 3.1**      Tests on transformers shall comprise the manufacturer's standard tests including resistance measurements of all windings; ratio tests; polarity and phase-relation tests; no-load loss at rated voltage; impedance; voltage and load loss at rated current; insulation power factor (Doble) tests, insulation oil tests, and dielectric tests. For oil-filled units manufacturer shall certify that the oil contains no PCBs and shall affix a label to that effect on the transformer tank.
- 3.2**      A record of the above tests shall be shipped with the transformer.
- 3.3**      The manufacturer shall provide certification upon request for all design and tests in accordance with the latest requirements of ANSI C57.12.00, and ANSI C57.12.90.

### **4**      **Evaluation**

- 4.1**      THE FOLLOWING DATA MUST BE SUPPLIED AT THE TIME OF BID:
  - a.** Percent impedance at 85°C.
  - b.** Percent regulation at 100% and 85%.
  - c.** Percent average exciting current.
  - d.** Guaranteed losses -- No load -- Full load.
  - e.** Dimensions, height (“) and diameter (“).
  - f.** Weight in pounds, including liquid.
  - g.** Weight of core and coil. (also included on nameplate)
  - h.** Gallons of insulating liquid. (also included on nameplate)
- 4.2**      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. If supplier does not take exception to specific items in this specification in writing, in Appendix A, FE will assume supplier is providing full and 100% compliance to this specification.
- 4.3**      Consideration of each manufacturer’s transformer will be dependent upon meeting the specification and supplying in full the data requested.

**FURNISHING OF OVERHEAD, POLE MOUNTED, SINGLE PHASE, DUAL VOLTAGE,  
DISTRIBUTION TRANSFORMERS**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

The undersigned declares that (he, they) (is, are) the only (person, persons) interested in the proposal and that (his, their) 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 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. The Village reserves the right award contract to multiple bidders.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.
- 4) Exceptions to the specification must be itemized. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, FE will assume supplier is providing full and 100% compliance to this specification.

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: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

BIDDER'S F.E.I.N.: \_\_\_\_\_

BIDDER'S TELEPHONE (DAY): \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

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

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

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: \_\_\_\_\_

BUSINESS ADDRESS OF BIDDER:  
\_\_\_\_\_

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

## REFERENCES

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

1)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

2)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

3)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**BID PROPOSAL**

**Furnishing of Overhead, Pole Mounted,  
Single Phase, Dual Voltage, Distribution Transformers  
as per specifications, or equal**

FREEPORT ELECTRIC TABLE I – Dual Voltage Transformers

ITEM NO.	KVA	VOLTAGE	HIGH VOLTAGE BUSHINGS	*ESTIMATED QUANTITY	PRICE EACH	FIRST DELIVERY
1.	15	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	10		
2.	25	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	10		
3.	37.5	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	10		
4.	50	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	10		
5.	75	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	10		
6.	100	4160 GRD Y / 2400 X 13800 /7970 - 120/240	SINGLE	3		
7.	167	2400/4160 Y X 7970/13800 Y – 120/240	DUAL	3		
8.	250	2400/4160 Y X 7970/13800 Y – 120/240	DUAL	3		
9.	333	2400/4160 Y X 7970/13800 Y – 120/240	DUAL	3		
10.	50	4160 GRD Y / 2400 X 13800 /7970 - 277	SINGLE	10		
11.	75	4160 GRD Y / 2400 X 13800 /7970 - 277	SINGLE	10		
12.	100	4160 GRD Y / 2400 X 13800 /7970 - 277	SINGLE	10		

***\*Quantities are for Bidding purposes only. Actual orders will vary.***

**TOTAL AMOUNT OF BID FOR ITEMS** BASED ON THE ATTACHED SPECIFICATIONS, TO PROVIDE ALL MATERIAL, THE SUM OF:

---

---

(TOTAL PRICE BID WRITTEN IN WORDS)

\$ \_\_\_\_\_

(FIGURES)

**MANUFACTURER'S INFORMATION**

NAME OF TRANSFORMER MANUFACTURER \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

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

DATE \_\_\_\_\_

**BID PROPOSAL**  
**Overhead, Pole Mounted, Single Phase, Dual Voltage,**  
**Distribution Transformers**

Name of Bidder: \_\_\_\_\_

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

City & State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

---

<i>(Print Name)</i>	<i>(Title)</i>	<i>(Telephone No.)</i>
<hr/>		
<i>(Signature of Bidder)</i>	<i>(Date)</i>	

**Note:**

**THIS BID MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR OPENING OF BIDS.**

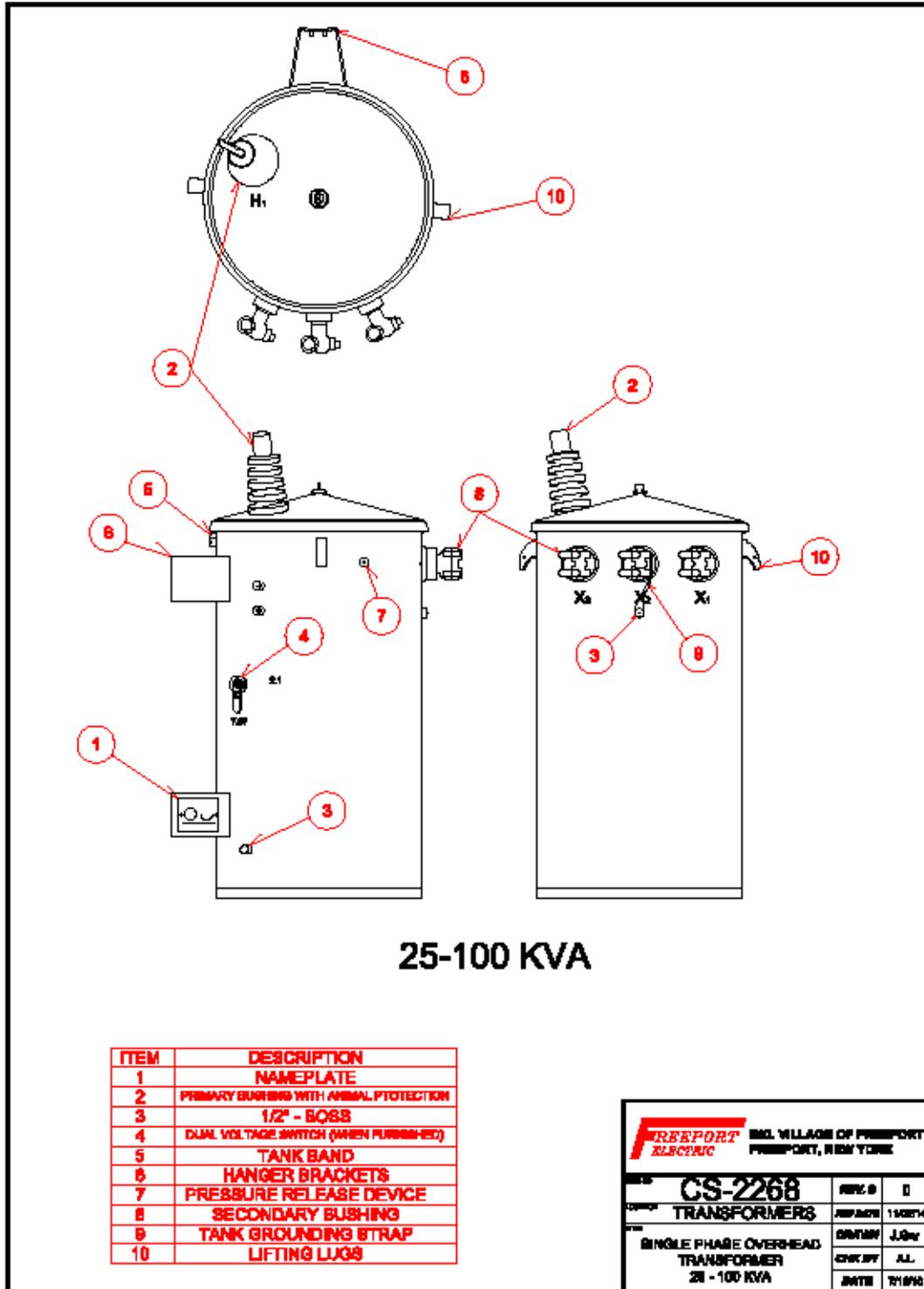
**Proposals shall be made on the proper forms provided for that purpose and complete documents shall be submitted. Bids submitted in any other form or under conditions other than specified may be rejected.**

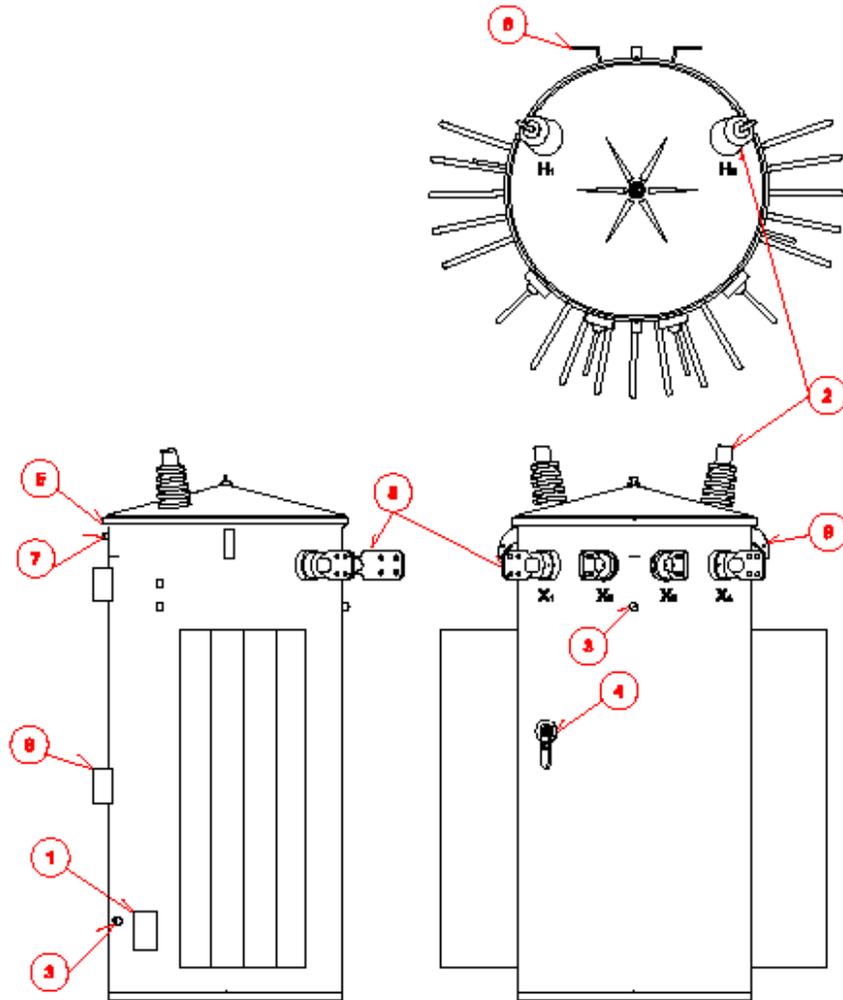
**PLEASE NOTIFY US IMMEDIATELY IF YOU CANNOT BID THIS ITEM.**



# APPENDIX B

## TRANSFORMER DRAWINGS





**167 - 500 KVA**

ITEM	DESCRIPTION
1	NAMEPLATE
2	PRIMARY BUSHING WITH AMBIAL PROTECTION
3	1/2" - BOSS
4	DUAL VOLTAGE SWITCH (WHEN FURNISHED)
5	TANK BAND
6	HANGER BRACKETS
7	PRESSURE RELEASE DEVICE
8	SECONDARY BUSHING
9	LIFTING LUGS

 <b>FREEPORT ELECTRIC</b>		882 VILLAGE OF FREEPORT FREEPORT, NEW YORK	
<b>CS-2269</b> TRANSFORMERS	REV. 0 11/2014	0	11/2014
SINGLE PHASE OVERHEAD TRANSFORMER 167 - 500 KVA	DRAWN CHK'D BY DATE	JON AL	11/2014

# **INCORPORATED VILLAGE OF FREEPORT**

## **INTER-DEPARTMENT CORRESPONDENCE**

**Date:** January 30, 2023

**To:** Mayor Robert T. Kennedy

**From:** Al Livingston Jr., Superintendent of Electric Utilities

**Re:** Bid Recommendation  
Bid #22-11-ELEC-622 - Furnishing of Overhead, Pole Mounted, Single Phase,  
Dual Voltage, Distribution Transformers

Bid #22-11-ELEC-623 - Furnishing of Overhead, Pole Mounted, Single Phase,  
Single Voltage, Distribution Transformers

---

At the bid opening on November 8, 2022, the Electric Department received two bid proposals in response to its advertisement for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers. In both bid proposals, the lead times and cost were unreasonable. Therefore, the Electric Department recommends rejecting both proposals. There was no response to the advertisement for the Furnishing of Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that the Board reject the two bid proposals received in response to the advertisement for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers. It is also recommended that we re-advertise for both the Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers and the Overhead, Pole Mounted, Single Phase, Dual Voltage, Distribution Transformers.

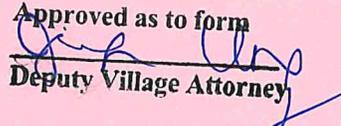


Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

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

Approved as to form



Deputy Village Attorney

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

**WHEREAS**, on September 6, 2022, the Board authorized the Village Clerk to advertise a Notice to Bidders, “Bid #22-11-Elec-623, for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers”, and

**WHEREAS**, the Electric Department received two bid proposals in response to its advertisement; and

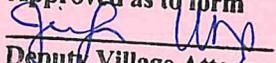
**WHEREAS**, in both bid proposals, the lead times and cost were unreasonable; and

**WHEREAS**, the Superintendent of Electric Utilities is requesting the Board reject the two bid proposals received and to re-bid this contract; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, that the bids received on November 8, 2023 for “Bid #22-11-Elec-623, for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers” be rejected.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities September 8, 2022

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of September 6, 2022:

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 to advertise a Notice to Bidders, Bid #22-11-Elec-623, for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers; and

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

**WHEREAS**, the specifications cover a period of three (3) years with an option for a fourth year; the estimated quantity of thirty (30) units over a three or four year period will allow the Utility to order only the necessary units needed; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders, “Bid #22-11-Elec-623, for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers”, in the Freeport Herald Leader and other relevant publications of general circulation on September 8, 2022 with specifications available from September 12, 2022 to November 4, 2022, with a return date of November 8, 2022.

The Clerk polled the Board as follows:

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

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer

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

**Date:** January 31, 2023

**To:** Mayor Robert T. Kennedy

**From:** Al Livingston Jr., Superintendent of Electric Utilities

**Re:** Request to Advertise  
Re-Bid #23-02-ELEC-653  
Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers

---

At the bid opening on November 8, 2022, the Electric Department received two proposals in response to its advertisement for Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers. The lead times and costs in both proposals were considered unreasonable. I am requesting the re-bid of the transformers. Attached please find the specifications. These transformers are used to maintain the Village's distribution system. The specifications cover a period of three (3) years with an option for a fourth year. The estimated quantity over a three or four year period will allow the Utility to order only the necessary units needed. Therefore, we will not have to store a large inventory of these transformers. Also, the delivery time will be reduced.

I request authorization to advertise a Notice to Bidders on February 9, 2023 in the Freeport Herald and other relevant publications. Specifications would be available from February 10, 2023 to February 17, 2023. The bids would have a returnable date of February 21, 2023. Attached is a copy of the Notice to Bidders for your review.

The cost of the transformers will be charged to Account #E 123000 (Inventory). There are sufficient funds available for this expense.



Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

**Attachments**

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on September 6, 2022, the Board authorized the publication of a Notice to Bidders for Bid #22-11-Elec-623, for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers; and

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

**WHEREAS**, the specifications cover a period of three (3) years with an option for a fourth year; the estimated quantity of thirty (30) units over a three or four year period will allow the Utility to order only the necessary units needed; and

**WHEREAS**, two bids were received at the bid opening on November 8, 2022, however the lead times and costs in both proposals were considered unreasonable, and both bids were rejected; and

**WHEREAS**, the Superintendent of Electric is requesting a re-bid of these transformers; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for "Re-Bid #23-02-Elec-653, for the Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers", in the Freeport Herald Leader and other relevant publications of general circulation on February 9, 2023 with specifications available from February 10, 2023 through February 17, 2023, with a return date of February 21, 2023.

The Clerk polled the Board at follows:

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

Approved as to form  
  
Deputy Village Attorney

**NOTICE TO BIDDERS**

**RE-BID #23-02-ELEC-653**

**FURNISHING OF OVERHEAD, POLE MOUNTED, SINGLE PHASE, SINGLE  
VOLTAGE, DISTRIBUTION TRANSFORMERS  
FOR  
THE INCORPORATED VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers” until 11:00 A.M. on Tuesday, February 21, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Friday, February 10, 2023, until 4:00 P.M. on Friday, February 17, 2023.

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

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

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – February 9, 2023

# VILLAGE OF FREEPORT

Nassau County, New York



**Contract and Specifications For**

**FURNISHING OF OVERHEAD, POLE MOUNTED, SINGLE PHASE,  
SINGLE VOLTAGE, DISTRIBUTION TRANSFORMERS**

**RE-BID #23-02-ELEC-653**

**MAYOR  
ROBERT T. KENNEDY**

**TRUSTEES**  
**RONALD J. ELLERBE            JORGE A. MARTINEZ**  
**CHRISTOPHER SQUERI        EVETTE SANCHEZ**

**PAMELA WALSH BOENING, VILLAGE CLERK**  
**HOWARD COLTON, VILLAGE ATTORNEY**  
**ISMAELA HERNANDEZ, TREASURER**  
**KIM WELTNER, PURCHASING AGENT**



**Al Livingston Jr., Superintendent**  
**Inc. Village of Freeport**

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**NOTICE TO BIDDERS**

**RE-BID #23-02-ELEC-653**

**FURNISHING OF OVERHEAD, POLE MOUNTED, SINGLE PHASE, SINGLE VOLTAGE,  
DISTRIBUTION TRANSFORMERS  
FOR  
THE INCORPORATED VILLAGE OF FREEPORT  
ELECTRIC DEPARTMENT  
NASSAU COUNTY, NEW YORK**

Notice is hereby given that the Purchasing Agent of the Incorporated Village of Freeport, New York will receive sealed proposals for the “Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers” until 11:00 A.M. on Tuesday, February 21, 2023, in the Main Conference Room of the Municipal Building, 46 North Ocean Avenue, Freeport, New York 11520, at which time and place they will be opened publicly and read aloud.

Specifications, proposal and proposed contracts may be seen and obtained at the Office of the Purchasing Agent, Municipal Building, 1st Floor, 46 North Ocean Avenue, Freeport, New York 11520, or by visiting the Village’s Website at [www.freeportny.gov](http://www.freeportny.gov). Bids will be available from 9:00 A.M. on Friday, February 10, 2023, until 4:00 P.M. on Friday, February 17, 2023.

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

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

Kim Weltner  
Purchasing Agent  
Village of Freeport

VILLAGE OF FREEPORT  
Issue Date – February 9, 2023

## **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

## **WAIVER OF IMMUNITY**

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

## **STATEMENT OF EQUALITY**

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

## **INSTRUCTIONS TO BIDDERS**

### **1. PROJECT IDENTIFICATION**

These instructions are relative to the Village of Freeport Electric Department Project:  
“Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage,  
Distribution Transformers”

### **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 Friday, February 10, 2023, until 4:00 P.M. on Friday, February 17, 2023.**

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

### **3. FEE FOR BID DOCUMENTS**

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

### **4. FORM**

Each proposal shall be made on the “Proposal Form” attached hereto and shall remain attached hereto as one of the bid documents and shall be submitted in a sealed envelope clearly marked “Furnishing of Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers”, together with the name of the bidder. One original copy and one electronic copy shall be submitted.

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

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

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

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

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

**6. TAXES**

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

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

**7. BID SECURITY**

Not required.

**8. QUALIFICATIONS OF BIDDERS**

- a) The Village reserves the right to reject any and all bids which do not conform to the proposals, or upon which the bidders do not comply with requirements of the Village as to their qualifications.
- b) All bidders must prove to the satisfaction of the Village that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to successfully deliver the proposed materials, and that they have completed successfully similar contracts to an extent which, in the opinion of the Village, will qualify them as a reputable firm.
- c) The Village shall be the sole judge on the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, materialmen or employees is not satisfactory to the Village, or if the evidence submitted by or the investigation of such bidders fails to satisfy the Village that he is properly qualified to carry out the obligations of the contract and to complete the contract contemplated therein.

**9. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Superintendent of Electric Utilities a written request for an interpretation thereof. The Superintendent of Electric Utilities shall furnish the prospective bidder with a written response directly, prior to the deadline for submitting the bid. The making of any necessary inquiry will be the bidder's responsibility. Oral answers will not be binding on the Purchaser. Contact the Superintendent of Electric Utilities at

(516) 377-2220 or [procurement@freeportny.gov](mailto:procurement@freeportny.gov) with any questions.

**10. ADDENDUM**

Any addendum issued during the time of bidding, or forming a part of the bid documents for preparation of proposals, shall be covered in the proposal, and shall be made a part of the proposal. Receipt of each addendum shall be acknowledged in the proposal by entering the title, date and signature of person signing the proposal.

**11. MODIFICATIONS**

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

**12. CORRECTIONS**

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

**13. WITHDRAWAL**

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

**14. SUBLETTING OR ASSIGNING THE CONTRACT**

Pursuant to §109 of the General Municipal Law of the State of New York, no contractor to whom any contract shall be let, granted or awarded, as required by law, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the prior written consent of the Incorporated Village of Freeport.

**15. MULTIPLE PROPOSALS**

No person, firm or corporation shall be allowed to make more than one proposal for the same work. A person, firm or corporation who has submitted a proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

**16. AGREEMENT**

The bidder to whom a contract may be awarded shall attend at the office of the Superintendent of Electric Utilities, within ten (10) days, Sunday excepted after date of notification of the acceptance

of his proposal, and there sign the contract in quadruplicate for the work.

In case of failure to do so, the bidder shall be considered as having abandoned the bid, 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: Freeport Electric, Storeroom, 220 West Sunrise Highway, Freeport, New York 11520.

SPECIFICATION FOR  
OVERHEAD, POLE MOUNTED,  
SINGLE PHASE, SINGLE VOLTAGE,  
DISTRIBUTION TRANSFORMERS

INC. VILLAGE OF FREEPORT

ELECTRIC DEPARTMENT

(Freeport Electric)

Revised 1/2015

**Title:** Specification for Overhead, Pole Mounted, Single Phase, Single Voltage, Distribution Transformers.

**Application:** These transformers are intended for use as distribution transformers on poles in Freeport Electric's (FE) distribution system.

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## **Specification**

### **1 General**

- 1.1** This specification applies to the purchase of Single Phase, Single Voltage Primary, Pole Mounted Distribution Transformers over a three (3) year period starting March 1, 2023, described in Table I as follows.
- 1.2** The transformers furnished under these specifications must be designed, fabricated and tested in accordance with all the latest applicable requirements of ANSI/IEEE Standard C57.12.00, C57.12.20 and C57.12.90. Transformers must also meet or exceed Department of Energy (DOE) efficiency standard 10 CFR Part 431 for distribution transformers.
- 1.3** The Bidder or manufacturer must have on his staff qualified service engineers available to investigate and assist the purchaser in case of defects found under the warranty.
- 1.4** The Bidder must warrantee that the transformers be of the kind and quality specified. If any failure to comply with the specifications appears within one year from date of energizing of equipment, the Bidder must correct the defects at his own expense, by repair or replacement of the defective part or parts provided the equipment was used in a manner as standard practice.
- 1.5** Should the manufacturer's manufacturing facilities reside outside of the United States, the Bidder shall, at their expense, send two representatives from FE to inspect such facilities.
- 1.6** The Bidder must protect transformers against damage in transit and shall be responsible for repair or replacement at his own expense for all damages until delivered FOB to Freeport Electric, Storeroom, 220 West Sunrise Highway, Freeport, New York 11520.
- 1.7** The Bidder must pay all expenses to deliver equipment to the above address. Unloading at site will be done by purchaser.
- 1.8** **DELIVERY SHALL BE MADE TO THE VILLAGE ON AN OPEN FLAT BED TRAILER.**
- 1.9** First delivery shall be made within ninety (90) days of issuance of Purchase Order.

- 1.10 Subsequent orders shall be delivered within sixty (60) days of releases.
- 1.11 The Bid prices shall remain firm for a period of three (3) years starting March 1, 2023 with a normal cost escalator, as specified in the bid, and with an option for one additional year.

## 2 Transformers

- 2.1 Transformer voltages, bushing configurations, and kva sizes shall be as specified in Table I (Single Voltage Transformer).
- 2.2 Temperature rise shall be 65°C.
- 2.3 Typ. Single phase transformers in accordance with this specification are shown on FE drawing CS-2268 and CS-2269 in Appendix B.
- 2.4 Insulating fluid shall be mineral oil conforming to the latest applicable requirements of the specifications below. The manufacturer shall certify the purity of insulating oil as having no measurable level of PCBs at the time of manufacture, and oil must conform to new oil standards when tested in accordance to the latest revisions of the following:
- ASTM D3487-00: Standard Specification for Mineral Insulating Oil Used in Electrical Apparatus.
  - ASTM D4059-00: Standard Method for Analysis of Polychlorinated Biphenyls in Mineral Insulating Oils by Gas Chromatography.
  - ASTM D1816-79: Standard Test Method for Dielectric Breakdown of Insulating Oils of Petroleum Origin Using VDE Electrodes.
  - ASTM D877-80: Standard Test Method for Dielectric Breakdown Voltage of Insulating Liquids Using Disk Electrodes.
  - ANSI C57.106: IEEE Guide for Acceptance and Maintenance of Insulating Oil in Equipment.

The following statement shall be embossed on the nameplate: “Non-PCB” when manufactured.

- 2.5 Transformer must be equipped with ¼ inch stainless steel NPT fitting located above the oil level near the cover. The following automatic pressure relief valve must be installed in the fitting :

QUALITROL – 202-030-01

Any other valve or venting must be approved, in writing, by FE.

- 2.6** Transformers must be equipped with a low voltage grounding connection consisting of an external copper link of adequate size, securely connecting the low voltage neutral terminal to the tank.
- 2.7** Transformers must have a tank grounding provision located near the bottom of the tank and must be provided with a solder less connector which will accommodate AWG No. 8 solid to No. 2 stranded copper. The following are approved tank ground connectors:
- BURNDY CAT. NO. KC23B2 OR EQC632C
- DOSSERT CAT. NO. DGN5S OR TGC-8-50
- ANDERSON. CAT. NO. GTCL-23A
- Any other tank ground connector must be approved, in writing, by FE.
- 2.8** Transformers shall be furnished with two hanger brackets suitable for direct pole mounting with no adapter plates required.
- 2.9** Transformer bushing material to be porcelain or polymer as specified below.
- Primary bushings shall be 15KV wet process gray porcelain or polymer, with a minimum BIL of 95KV, conforming to the latest requirements of ANSI/IEEE specifications with terminals suitable for copper conductors and the size of the terminals to accommodate #8 AWG sol. to #2 AWG str.
  - Secondary bushings must be either wet process gray porcelain or polymer insulators, having a minimum BIL of 30KV, conforming to the latest requirement of ANSI/IEEE specifications with terminals suitable for either copper or aluminum conductors and the size of the connectors to accommodate #6 AWG sol. to 4/0 str. Copper or Aluminum.
- 2.10** All primary and secondary bushings shall be marked per CS# 2268 and 2269 and conform to ANSI C57.12.70.
- 2.11** All electrical connections, bushing mounting bolts and cover attachment bolts require lock washers. Lock washers shall be fabricated from material that complies with the requirements of ANSI B18.21.1.
- 2.12** All external nuts and bolts must be stainless steel.
- 2.13** Transformer primary bushings shall be provided with bird and animal protection and have an enclosed hand wheel with integral connector.
- 2.14** Heavy duty lifting lugs welded to the tank shall be provided in accordance with the latest requirements of ANSI standards.
- 2.15** A corrosion resistant cover band shall be furnished with a stainless steel bolt, lock washer, and nut.

- 2.16** A stainless steel engraved nameplate with black lettering shall be furnished on the tank of the transformer and permanently affixed. Nameplate shall conform to the latest requirements of ANSI C57.12.00, Nameplate A.
- 2.17** The % impedance at 85°C and weight of each transformer shall be embossed on the transformer nameplate, regardless of KVA rating.
- 2.18** Each transformer must be supplied with the KVA rating stenciled on the transformer tank located near the base in line with the secondary bushings. This must be done with blue or black permanent ink. The KVA rating numerals shall be 2-1/2 inches in height.
- 2.19** The transformer overall height (including bushings) and weight shall not exceed the following values:

<u>SIZE KVA</u>	<u>HEIGHT (INCHES)</u>	<u>WEIGHT (LBS)</u>
15	40	300
25	44	425
37.5	47	550
50	50	700
75	50	900
100	50	1100
167	60	1600

- 2.20** Transformers must be supplied with a "plastic" coating (light gray color for identification purposes) on all external parts (tank, cover, and cover band). The plastic coating may be either double dipped epoxy coating, a fluidized bed vinyl coating, or an electrostatically applied resin. The coating on the transformer cover must have a minimum withstand rating of 10KV. All coatings must be tested in accordance with ANSI/IEEE C57.12.31, latest revision, and test results must be submitted to FE prior to acceptance. Any other method of coating must be approved, in writing, by FE.

### **3**      **Testing and Losses**

- 3.1**      Tests on transformers shall comprise the manufacturer's standard tests including resistance measurements of all windings; ratio tests; polarity and phase-relation tests; no-load loss at rated voltage; impedance; voltage and load loss at rated current; insulation power factor (Doble) tests, insulation oil tests, and dielectric tests. For oil-filled units manufacturer shall certify that the oil contains no PCBs and shall affix a label to that effect on the transformer tank.
- 3.2**      A record of the above tests shall be shipped with the transformer.
- 3.3**      The manufacturer shall provide certification upon request for all design and tests in accordance with the latest requirements of ANSI C57.12.00, and ANSI C57.12.90.

### **4**      **Evaluation**

- 4.1**      THE FOLLOWING DATA MUST BE SUPPLIED AT THE TIME OF BID:
  - a.** Percent impedance at 85°C.
  - b.** Percent regulation at 100% and 85%.
  - c.** Percent average exciting current.
  - d.** Guaranteed losses -- No load -- Full load.
  - e.** Dimensions, height (“) and diameter (“).
  - f.** Weight in pounds, including liquid.
  - g.** Weight of core and coil. (also included on nameplate)
  - h.** Gallons of insulating liquid. (also included on nameplate)
- 4.2**      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. If supplier does not take exception to specific items in this specification in writing, in Appendix A, FE will assume supplier is providing full and 100% compliance to this specification.
- 4.3**      Consideration of each manufacturer’s transformer will be dependent upon meeting the specification and supplying in full the data requested.

**FURNISHING OF OVERHEAD, POLE MOUNTED, SINGLE PHASE, SINGLE VOLTAGE,  
DISTRIBUTION TRANSFORMERS**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

The undersigned declares that (he, they) (is, are) the only (person, persons) interested in the proposal and that (his, their) 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 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. The Village reserves the right award contract to multiple bidders.
- 3) The Contractor is hereby forewarned that the Village reserves the right to reject any bid proposal and/or individual items wherein the Village believes the unit prices to be unbalanced.
- 4) Exceptions to the specification must be itemized. All exceptions will be reviewed and acceptability determined by FE during evaluation. If supplier does not take exception to specific items in this specification in writing, FE will assume supplier is providing full and 100% compliance to this specification.

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: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

BIDDER'S F.E.I.N.: \_\_\_\_\_

BIDDER'S TELEPHONE (DAY): \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

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

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

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: \_\_\_\_\_

BUSINESS ADDRESS OF BIDDER: \_\_\_\_\_

\_\_\_\_\_

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

## REFERENCES

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

1)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

2)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

3)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**BID PROPOSAL**

**Furnishing of Overhead, Pole Mounted,  
Single Phase, Single Voltage, Distribution Transformers  
as per specifications, or equal**

FREEPORT ELECTRIC TABLE I – Single Voltage Transformers

ITEM NO.	KVA	VOLTAGE	HIGH VOLTAGE BUSHINGS	*ESTIMATED QUANTITY	PRICE EACH	FIRST DELIVERY
1.	15	13800 GRD Y/7970 - 120/240	SINGLE	10		
2.	25	13800 GRD Y/7970 - 120/240	SINGLE	10		
3.	37.5	13800 GRD Y/7970 - 120/240	SINGLE	10		
4.	50	13800 GRD Y/7970 - 120/240	SINGLE	10		
5.	75	13800 GRD Y/7970 - 120/240	SINGLE	10		
6.	100	13800 GRD Y/7970 - 120/240	SINGLE	3		
7.	167	7970/13800 Y – 120/240	DUAL	3		
8.	250	7970/13800 Y – 120/240	DUAL	3		
9.	333	7970/13800 Y – 120/240	DUAL	3		
10.	50	13800 GRD Y/7970 - 277	SINGLE	10		
11.	75	13800 GRD Y/7970 - 277	SINGLE	10		
12.	100	13800 GRD Y/7970 - 277	SINGLE	10		

*\*Quantities are for Bidding purposes only. Actual orders will vary.*

**TOTAL AMOUNT OF BID FOR ITEMS** BASED ON THE ATTACHED SPECIFICATIONS, TO PROVIDE ALL MATERIAL, THE SUM OF:

---

---

(TOTAL PRICE BID WRITTEN IN WORDS)

\$ \_\_\_\_\_

(FIGURES)

**MANUFACTURER'S INFORMATION**

NAME OF TRANSFORMER MANUFACTURER \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

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

DATE \_\_\_\_\_

**BID PROPOSAL**  
**Overhead, Pole Mounted, Single Phase, Single Voltage,**  
**Distribution Transformers**

Name of Bidder: \_\_\_\_\_

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

City & State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

---

<i>(Print Name)</i>	<i>(Title)</i>	<i>(Telephone No.)</i>
<hr/>		
<i>(Signature of Bidder)</i>	<i>(Date)</i>	

**Note:**

**THIS BID MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE SCHEDULED TIME FOR OPENING OF BIDS.**

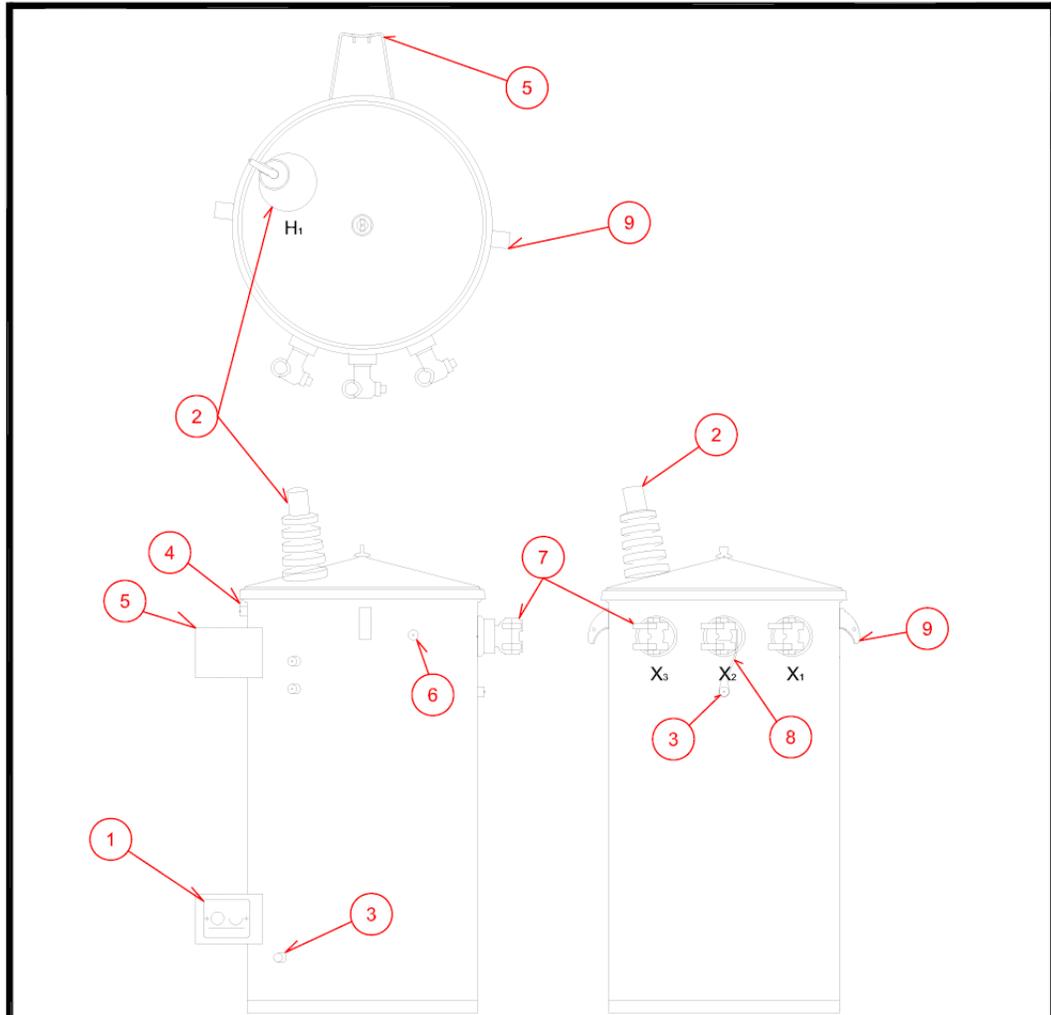
**Proposals shall be made on the proper forms provided for that purpose and complete documents shall be submitted. Bids submitted in any other form or under conditions other than specified may be rejected.**

**PLEASE NOTIFY US IMMEDIATELY IF YOU CANNOT BID THIS ITEM.**



# APPENDIX B

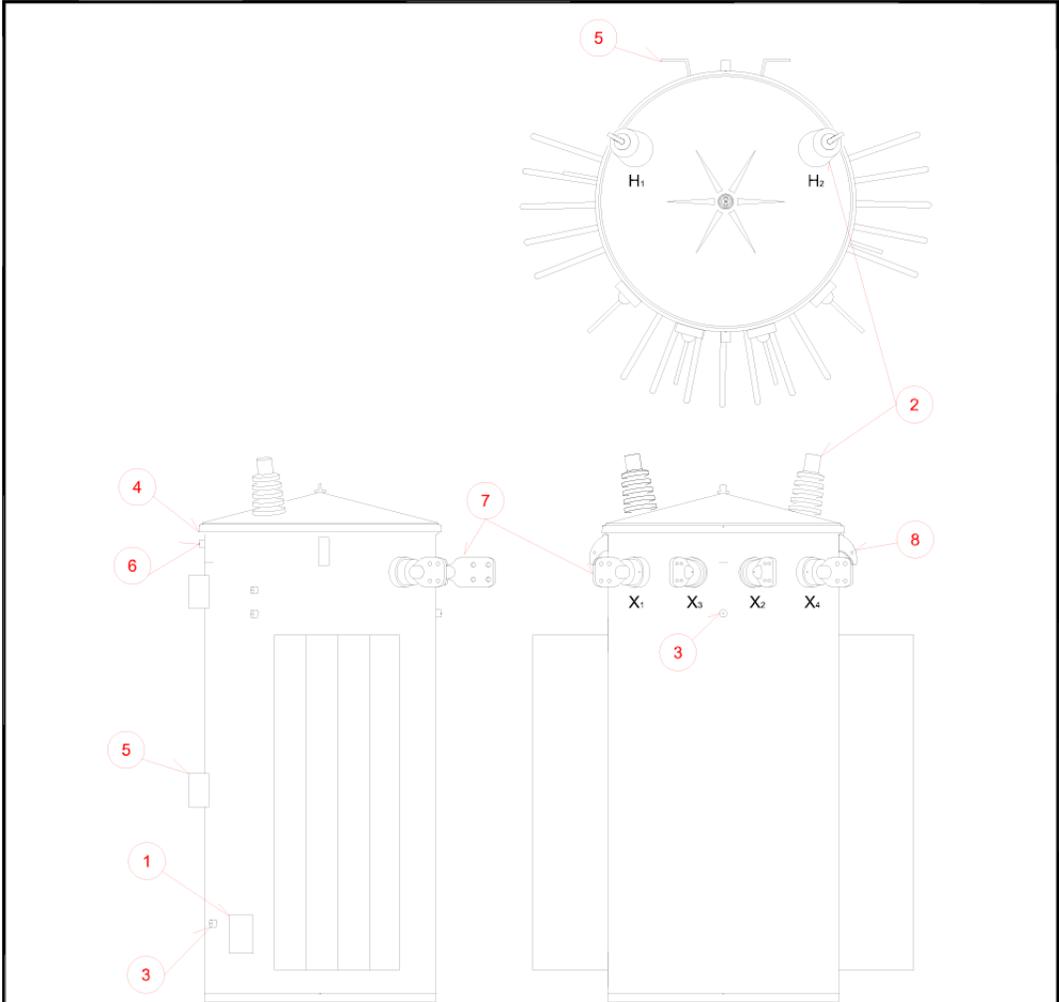
## TRANSFORMER DRAWINGS



25-100 KVA

ITEM	DESCRIPTION
1	NAMEPLATE
2	PRIMARY BUSHING WITH ANIMAL PROTECTION
3	1/2" - BOSS
4	TANK BAND
5	HANGER BRACKETS
6	PRESSURE RELEASE DEVICE
7	SECONDARY BUSHING
8	TANK GROUNDING STRAP
9	LIFTING LUGS

<b>FREPORT ELECTRIC</b>		INC. VILLAGE OF FREEPORT FREEPORT, NEW YORK	
DWG. NO.	<b>CS-2268</b>	REV. #	0
LOCATION	TRANSFORMERS	REV DATE	11/02/14
TITLE	SINGLE PHASE OVERHEAD TRANSFORMER 25 - 100 KVA	DRAWN	J.Gar
		CHK BY	A.L.
		DATE	7/19/10



167 - 500 KVA

ITEM	DESCRIPTION
1	NAMEPLATE
2	PRIMARY BUSHING WITH ANIMAL PROTECTION
3	1/2" - BOSS
4	TANK BAND
5	HANGER BRACKETS
6	PRESSURE RELEASE DEVICE
7	SECONDARY BUSHING
8	LIFTING LUGS

 <b>INC. VILLAGE OF FREEPORT FREEPORT, NEW YORK</b>			
DWG NO	<b>CS-2269</b>	REV. #	0
LOCATION	TRANSFORMERS	REV DATE	11/02/14
TITLE	SINGLE PHASE OVERHEAD TRANSFORMER 167 - 500 KVA	DRAWN	J.Gar
		CHK BY	A.L.
		DATE	7/19/10

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

**Date:** January 27, 2023  
**To:** Mayor Robert T. Kennedy  
**From:** Al Livingston Jr., Superintendent of Electric Utilities  
**Re:** GOSR Contract Redundant Energy Change Order #7 – Walkways and Wire (Revised)  
Hinck Electrical Contractor, Inc.

---

Hinck Electrical Contractor, Inc., was awarded a bid for the furnishing of a new 3 MW generator to be located at Power Plant #1. The total cost for this contract is \$4,432,900.00, which is being funded by the Governor's Office of Storm Recovery (GOSR). The Board approved a Change Order on July 11, 2022, increasing the contract amount to \$4,731,055.00. Currently, the equipment is in production at the factory and the final civil design is underway. We are proposing a change order consisting of two separate items to be funded by GOSR.

Item 1: Design Change - The original bid specification called for DOT rocks placed around the generator and switchgear. From experience with all types of DOT rocks, we feel that walkways would be the preferred choice in both the summer months and more importantly during the winter months when snow and ice need to be removed. We have proposed new walkways to and from every entrance/exit door and to/from the roadway and the existing power plant building. The cost for this is \$19,800.00 plus Hinck's 20% OH&P totaling \$23,760.00.

Item 2: Wire Procurement - The original bid specifications required the Village of Freeport to purchase and install the 15 KV cable that connects the existing power plant switchgear and the new equipment. It was always our intention to supply and install this cable as most of it is located in our building and we do not allow outside vendors near our equipment due to safety concerns with the 100+ year old building. Currently, we are experiencing supply chain issues that prevent the Village from acquiring the cable in time for the installation in February. In an effort to expedite the purchase, Hinck agreed to purchase the cable at cost plus 20% (\$19,500/1000 ft.) The total cost of this purchase is \$49,140.00.

Therefore, it is the recommendation of the Superintendent of Electric Utilities that pending GOSR's approval, the Board approve Change Order #7, in the amount of \$72,900.00, to Bid #21-04-ELEC-558 – Redundant Energy Supply at Power Plant 1 awarded to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 increasing the contract amount from \$4,731,055.00 to \$4,803,955.00; and that the Mayor be authorized to execute any and all documents necessary and proper to effectuate this change order.

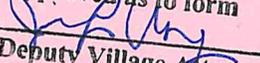
  
Al Livingston Jr.  
Superintendent of Electric Utilities

AL:db

Attachments

- Directives
- GOSR Pre-Approval for wire and concrete walkways 1-19-23
- Hinck Concrete Walkway cost \$23760.00 with supporting documents
- Hinck Wire cost \$49,140.00 1-18-23 with supporting document

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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on May 10, 2021, the Board awarded Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1 to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 for a cost of \$4,432,900.00; and

**WHEREAS**, on July 11, 2022, the Board approved a change order for “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” with Hinck Electrical Contractor, Inc., for five separate items in the amount of \$298,155.00 increasing the not to exceed amount of the contract to \$4,731,055.00; and

**WHEREAS**, the Superintendent of Electric is requesting Board approval for a change order (GOSR Change Order #7) consisting of two separate items to be funded by GOSR; and

**WHEREAS**, Item 1: Design Change – The Utility has proposed new walkways to and from every entrance/exit door and to/from the roadway and the existing power plant building; the cost for this is \$19,800.00 plus Hinck’s 20% OH&P totaling \$23,760.00; and

**WHEREAS**, Item 2: Wire Procurement - Currently, The Utility is experiencing supply chain issues that prevent the Village from acquiring the cable in time for the installation in February; in an effort to expedite the purchase, Hinck agreed to purchase the cable at cost plus 20% (\$19,500/1000 ft.); the total cost of this purchase is \$49,140.00; and

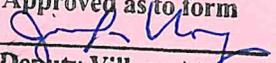
**WHEREAS**, the total cost for the two items included in this Change Order #7 is \$72,900.00, increasing the contract amount from \$4,731,055.00 to \$4,803,955.00; and

**WHEREAS**, the cost will be charged to E 110000 (Electric – Construction Work in Progress) and is being funded by the Governor’s Office of Storm Recovery (GOSR); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to approve a Change Order #7 to “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716, in the amount of \$72,900.00, increasing the contract amount from \$4,731,055.00 to \$4,803,955.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Al Livingston Jr., Superintendent of Electric Utilities July 13, 2022  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 11, 2022:

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

**WHEREAS**, on May 10, 2021, the Board awarded Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1 to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 for a cost of \$4,432,900.00; and

**WHEREAS**, currently, the equipment is in production at the factory and the final civil design is in the process of completion; and

**WHEREAS**, the Village is proposing a change order consisting of 5 separate items (as per the attached memo) with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 in the amount of \$298,155.00 increasing the not to exceed amount of the contract to \$4,731,055.00; and

**WHEREAS**, the cost will be charged to E 110000 (Electric – Construction Work in Progress) and is being funded by the Governor’s Office of Storm Recovery (GOSR); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to a change order of “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” with Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 in the amount of \$298,155.00 increasing the not to exceed amount of the contract to \$4,731,055.00.

The Clerk polled the Board as follows:

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

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

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

**DIRECTIVE**

TO: Al Livingston, Superintendent of Electric Utilities May 11, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of May 10, 2021:

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

**WHEREAS**, on April 27, 2021, the Village of Freeport received three (3) responses to Bid #21-04-ELEC-558 for Redundant Energy Supply at Power Plant #1; and

**WHEREAS**, the most responsible and responsive proposal was submitted by Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 for a cost of \$4,432,900.00; and

**WHEREAS**, the cost of the Redundant Energy Supply at Power Plant #1 will be charged to E 110000 (Electric – Construction Work in Progress) and is being funded by the Governor’s Office of Storm Recovery (GOSR); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Electric Utilities (pending GOSR approval), the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award “Bid #21-04-ELEC-558 Redundant Energy Supply for Power Plant #1” to Hinck Electrical Contractor, Inc., 75 Orville Drive, Suite 1, Bohemia, NY 11716 for a cost of \$4,432,900.00.

The Clerk polled the Board as follows:

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

cc:

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

**From:** McKay, Harry (NYSANDYHELP)  
**To:** Keith Muchnick; Al Livingston  
**Cc:** Welcome, Dwain  
**Subject:** (External E-mail)RE: (External E-mail)RE: (External E-mail)RE: Freeport Redundant energy  
**Date:** Thursday, January 19, 2023 11:24:06 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Keith,

I have received pre-approval please move forward with this work. LiRo needs to provide a CRM. I will send the filled out change order form for Hinck, LiRo and the Village to sign later today.

Best regards,  
Harry McKay

Construction Project Manager  
Community Reconstruction & Infrastructure  
**Governor's Office of Storm Recovery**  
60 Broad Street, 26<sup>th</sup> Floor, New York, NY 10004  
[Harry.mckay@nysandyhelp.ny.gov](mailto:Harry.mckay@nysandyhelp.ny.gov)  
Mobile: 985-373-6932  
[www.stormrecovery.ny.gov](http://www.stormrecovery.ny.gov)

**From:** Keith Muchnick <kmuchnick@freeportelectric.com>  
**Sent:** Tuesday, January 17, 2023 7:40 AM  
**To:** McKay, Harry (NYSANDYHELP) <Harry.McKay@nysandyhelp.ny.gov>; Al Livingston <alivingston@freeportelectric.com>  
**Cc:** Welcome, Dwain <DWelcome@hga-llc.com>  
**Subject:** RE: (External E-mail)RE: (External E-mail)RE: Freeport Redundant energy

*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

Hi,

I am heading out of the office for the FAT test in Georgia and won't be able to formally respond until I get back but I will briefly describe the reasoning below.

1. We are requesting concrete walkways to and from our building and to and from the parking area. The walkways were not in the original design plan as the original design called for DOT rocks in an around the control module and the generator. The justification for the walkways is so that we can properly shovel and/or snow blow a safe path so the operators can walk to and from safely. We have found in the past that shoveling these rocks causing patches of ice and are unsafe. Further, we have warm weather and would like to have them pour the walkways prior to the coming work so that the concrete may cure properly and so the site will be able to be cleared of snow as I suspect they will be working throughout the winter as the generator is being delivered in early Feb. Currently, we are awaiting a price quote.
2. The original bid specification had Freeport installing and procuring the 15kv cable that was being used to interconnect the new generator and the existing Freeport switchgear. Freeport still

**From:** [Keith Muchnick](#)  
**To:** [McKay, Harry \(NYSANDYHELP\)](#)  
**Subject:** Fwd: (External E-mail)Fwd: Freeport  
**Date:** Thursday, January 19, 2023 8:44:34 AM  
**Attachments:** [Freeport El Sidwalks.pdf](#)

---

Harry,  
Attached is the formal quote for the concrete work that was not part of the bid.  
T thanks,  
Keith

Get [Outloo](#) for iOS

---

**From:** John Buck <[john.buck@hinckelectric.com](mailto:john.buck@hinckelectric.com)>  
**Sent:** Thursday, January 19, 2023 8:32:29 AM  
**To:** Keith Muchnick <[kmuchnick@freeportelectric.com](mailto:kmuchnick@freeportelectric.com)>; Al Livingston <[alivingston@freeportelectric.com](mailto:alivingston@freeportelectric.com)>; Korrow, Bruce <[korrowb@liro.com](mailto:korrowb@liro.com)>; Gary Savoy <[gary.savoy@hinckelectric.com](mailto:gary.savoy@hinckelectric.com)>; Sean Garfen <[sean.garfen@hinckelectric.com](mailto:sean.garfen@hinckelectric.com)>  
**Subject:** (External E-mail)Fwd: Freeport

Hey Al and Keith,  
Attached is Hinck's sub Merrick utilities quotation to Hinck to provide 4' wide sidewalks in the locations shown on Garys drawing. The villages cost would be:  
Hincks cost: \$19,800  
plus Hincks 20% OH&P= \$3960  
**Total Price therefore to Village: \$23,760**

Please confirm if you would like us to proceed with this work. We could start work as soon as tomorrow.  
Thank you,  
John

John G. Buck  
President  
Hinck Electrical Contractor, Inc.  
75 Orville Drive, Suite 1  
Bohemia, NY 11716  
P: 631-277-7700 – Ext. 104  
F: 631-277-7833  
E: [John.Buck@hinckelectric.com](mailto:John.Buck@hinckelectric.com)  
<https://hinckelectric.com>



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**Merrick Utility Assoc. Inc.**

91 Marine St.  
 Farmingdale, NY 11735  
 631-249-2560  
 office@merrickutility.com

**Estimate**

Number: E282  
 Date: January 19, 2023

**Bill To:**

Hinck Electric  
 75 Orville Dr.  
 Bohemia, NY 11716

**Ship To:**

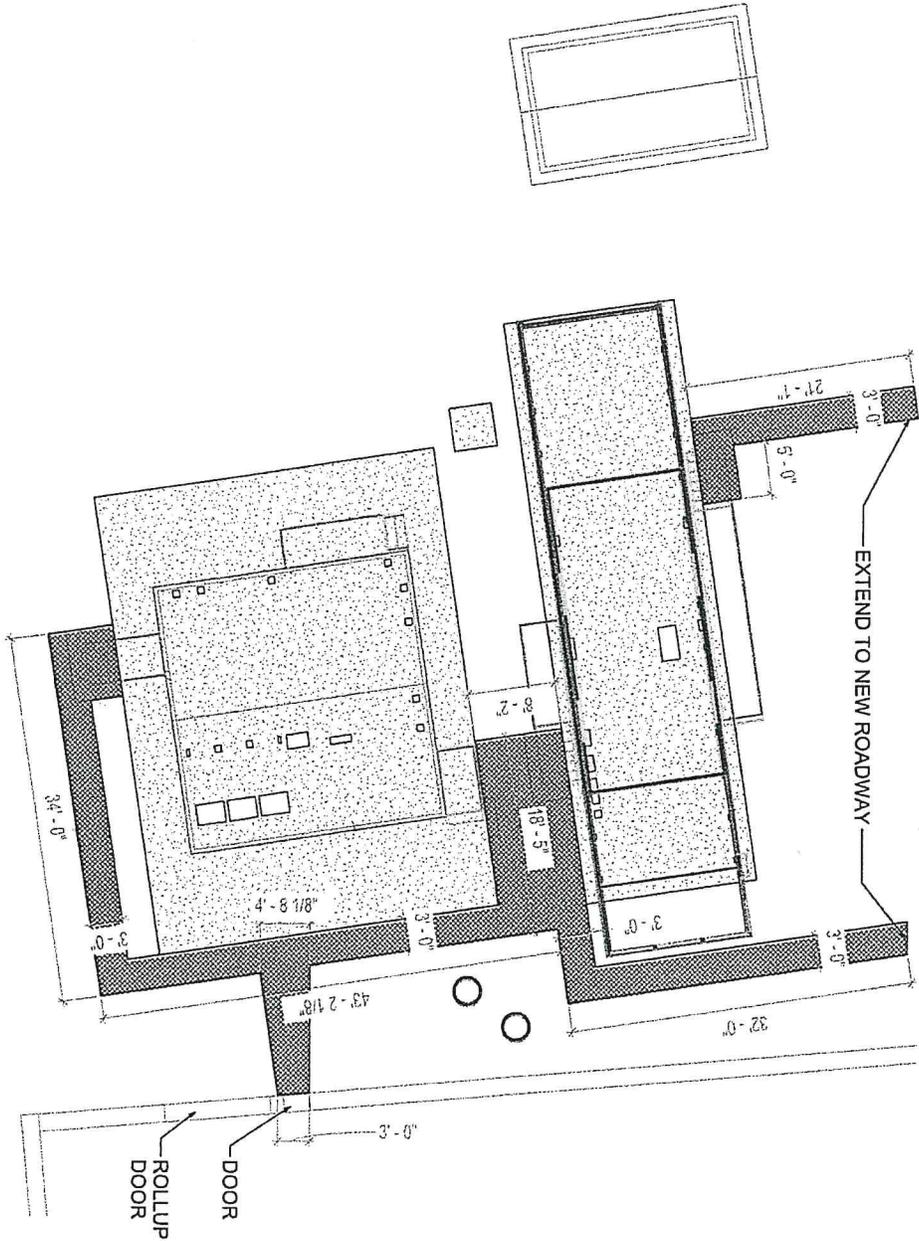
Freeport Electric  
 Redundant Energy

PO Number	Terms	Project

item	Description	Qty	Rate	Amount
	Furnish and install 4' wide concrete sidewalk as shown on plan provided by Hinck electric.	1.00	19,800.00	19,800.00
	Plus 20% - Hinck Markup			



SIDEWALK ELEVATION TO BE DETERMINED BASED ON BUILDING, SLAB AND GRADE ELEVATIONS.



① Size and Materials  
3/16" = 1'-0"

HINCK ELECTRICA  
CONTRACTORS, IN

75 GERRULE DRIVE, SUITE 1  
BOSCHAMEN, IN 47308  
PHONE: 317-271-1200  
FAX: 317-271-1200

WWW.HINCKELECTRIC.COM

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/11
2	ISSUED FOR PERMIT	11/15/11
3	ISSUED FOR PERMIT	11/15/11
4	ISSUED FOR PERMIT	11/15/11
5	ISSUED FOR PERMIT	11/15/11
6	ISSUED FOR PERMIT	11/15/11
7	ISSUED FOR PERMIT	11/15/11
8	ISSUED FOR PERMIT	11/15/11
9	ISSUED FOR PERMIT	11/15/11
10	ISSUED FOR PERMIT	11/15/11

Village of Frieson  
VOF Industrial Energy Supply  
Power Plant #1  
220 Burton Highway  
Frieson, IN 47520  
Drawing Type: Coordination

ADDITIONAL  
SIDEWALK  
PROPOSAL  
VOF-PROP  
3/16" = 1'-0"

**From:** [John Buck](#)  
**To:** [Al Livingston](#); [Keith Muchnick](#); [Korrow, Bruce](#)  
**Subject:** (External E-mail)Change Order to provide 15KV 500MCM in lieu of VOF providing It.  
**Date:** Wednesday, January 18, 2023 11:38:11 AM

---

Hey Al,

As per your request Hinck has purchased 700'x 3 legs (2,100' total) of 500MCM, 15 KV per Okonite catalogue # 115-23-3242 delivered to your Power Plant address at Hincks cost of 2.1m(ft) x 19,500/m(ft) = \$40,950 total, plus Hincks 20% OH&P = \$49,140 ..Please provide change order for that amount,

Thank you,

John

Please

John G. Buck

President

Hinck Electrical Contractor, Inc.

75 Orville Drive, Suite 1

Bohemia, NY 11716

P: 631-277-7700 – Ext. 104

F: 631-277-7833

E: [John.Buck@hinckelectric.com](mailto:John.Buck@hinckelectric.com)

<https://hinckelectric.com>



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# THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



1/13/2023

3 GARRET  
MOUNTAIN PLAZA  
WOODLAND PARK NJ 07424  
TEL:973-742-8040 FAX:973-742-2156

QUOTATION PREPARED FOR:  
ACE WIRE & CABLE CORP  
ATTN: LARRY SACKMAN

ITEM	QUANTITY	DESCRIPTION	NET WEIGHT 1000 FT	SHIP WEIGHT	PRICE 1000 FT
------	----------	-------------	-----------------------	-------------	------------------

PRICES QUOTED ARE SUBJECT TO METALS ESCALATION, DE-ESCALATION  
IN ACCORDANCE WITH ITEM EXPIRATION DATE.

001	4,200' LINEAR	1/C 500 CLASS B COPPER C-RD -SS- 220 OKOGUARD EPR - 024 SC EPR - 005 COPPER TAPE (25% MIN LAP) - 080 LT/FR OKOSEAL PVC - SEQ PRINT - 15KV FOR CT USE	2355	10691	<i>\$19,500<sup>00</sup></i> EXPIRES 3/11/23
-----	------------------	--	------	-------	--

METAL WEIGHT LBS PER 1000 FT:  
COPPER 1639

METAL BASE: (SEE BASIS IN ESCALATION SECTION)  
COPPER 4.186000

APPROX O.D. INCHES 1.487

OKONITE PRODUCT CODE: 115-23-3242  
CATALOG SECTION 2 SHEET 008

LENGTHS:

2 REEL(S) 3X 700' PARALLELED 66X36X36 NR  
(REEL WIDTH 43.5)  
PARALLEL CHARGE PER REEL \$101

AVAILABILITY: STOCK DUE FEBRUARY & DECEMBER

FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES  
WILL APPLY FOR LENGTHS 500 FEET OR LESS.

MINIMUM ORDER \$500



# THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



F.O.B. SHIPPING POINT - *Plus Freight* John said he is covering shipping 1/21/23 phone call at 9:53am.

S

LENGTH TOLERANCE: MINIMUM -01% MAXIMUM +01%  
PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS  
OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

STOCK ITEMS: SUBJECT TO PRIOR SALE.

\*\*\*\*\*  
\* THE FOLLOWING HYPERLINKED FILE \*  
\* OKONITE-TERMS-AND-CONDITIONS.PDF, \*  
\* FORM PART OF THIS QUOTATION. \*  
\*\*\*\*\*

THE OKONITE COMPANY  
BY ROBERT GALEANO

=====

ON SHIPMENTS 5,000 LBS. AND OVER, ORDINARY FREIGHT ALLOWED TO  
DESTINATION (NEAREST FREIGHT STATION OR COMMON CARRIER DELIVERY  
POINT) TO AND WITHIN ALL STATES EXCEPT ALASKA AND HAWAII.  
SHIPMENTS TO THESE TWO STATES ARE FREIGHT ALLOWED TO PORT OF  
EMBARKATION. ON SHIPMENTS OF LESS THAN 5,000 LBS. - NO FREIGHT  
IS ALLOWED.

**ESCALATION:**

PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED  
ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMP-  
LETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF  
METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE  
DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE.  
ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL  
DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN.  
ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE,  
SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED  
AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS  
(COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE  
OF RELEASE AND THE DATES SHIPMENTS ARE MADE.

**BASIS:**

COPPER: COMEX, CURRENT MONTH SETTLE PRICE,  
PREVIOUS DAY CLOSING.

**ALUMINUM:**

LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.

STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)

**FREEPORT FIRE DEPT.**

**Raymond F. Maguire  
Executive Director**

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

January 30, 2023

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

**Re: Freeport Exempts Firemen's Association  
9 N. Long Beach Ave. Freeport, NY 11520  
REVISED**

---

We respectfully request that you and the Board consider renewing the agreement between the Freeport Exempts Firemen's Association 9 N. Long Beach Avenue Freeport, NY 11520 and the IVF (See attached 2022 Board Directive).

As you are aware, the mission of the Freeport Exempts Firemen's Association is to provide the residents of the Inc. Village of Freeport, as well as visitors, access and opportunities to learn about the history of Freeport Fire Department. They maintain the history of the fire department as well as ongoing restoration and maintenance of "Jumbo", Freeport's oldest fire apparatus.

Therefore, we respectfully request that you enter into an agreement with the Freeport Exempts Firemen's Association for an amount not to exceed \$5,000.00 for the period of March 1, 2023 - February 29, 2024.

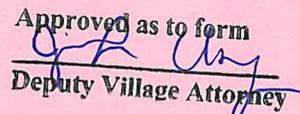
The funding for this contract will be executed as follows:  
\$5,000.00 - A341104 546000 Improvements - Exempts

There is no increase in this contract it is the same as last year

If you have any questions, or need further information, please feel free to contact me.

Sincerely,

  
Raymond F. Maguire  
Executive Director

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the mission of the Freeport Exempt Fireman's Association is to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to learn about the history of the Freeport Fire Department, by maintaining the history of the Freeport Fire Department, restoring, maintaining and displaying Jumbo, Freeport's oldest fire truck; and

**WHEREAS**, the Board of Trustees deems it beneficial to the Village of Freeport to provide for such services; and

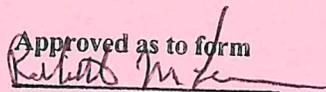
**WHEREAS**, the funding for this contract is available in budget line A341104 546000 Improvements – Exempts; and

**NOW THEREFORE BE IT RESOLVED**, that the agreement between the Village of Freeport and Freeport Fireman Exempt Association, 9 North Long Beach Avenue, Freeport, New York 11520, be and hereby is approved for a term beginning March 1, 2023 through February 29, 2024, at cost of \$5,000.00, the same price as in previous years; and

**BE IT FURTHER RESOLVED**, that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate this agreement.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Raymond F. Maguire, Executive Directive, FFD February 10, 2022

FROM: Lisa DeBourg, Deputy Village Clerk

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

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

**WHEREAS**, the mission of the Freeport Exempt Fireman’s Association is to provide the residents of the Incorporated Village of Freeport, as well as visitors to the Village, access and an opportunity to learn about the history of the Freeport Fire Department, by maintaining the history of the Freeport Fire Department, restoring, maintaining and displaying Jumbo, Freeport’s oldest fire truck; and

**WHEREAS**, the Board of Trustees deems it beneficial to the Village of Freeport to provide for such services; and

**WHEREAS**, the funding for this contract is available in budget line A341104 546000 Improvements – Exempts, and there are sufficient funds to cover the cost of this expense; and

**NOW THEREFORE BE IT RESOLVED**, that the agreement between the Village of Freeport and Freeport Fireman Exempt Association, 9 North Long Beach Avenue, Freeport, New York 11520, be and hereby is approved for a term beginning March 1, 2022 through February 28, 2023, at cost of \$5,000.00; and

**BE IT FURTHER RESOLVED**, that the Mayor be and is hereby authorized to sign any and all documents which are necessary and proper to effectuate this agreement.

The Clerk polled the Board as follows:

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

cc:

<u>X</u> Auditor	<u>X</u> Electric Utilities	<u>X</u> Registrar
<u>X</u> Assessor	<u>X</u> Fire Dept.	<u>X</u> Rec. Center
<u>X</u> Attorney	<u>X</u> File	<u>X</u> Treasurer
<u>X</u> Bldg. Dept.	<u>X</u> Personnel	<u>X</u> Dep. Treasurer
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	

**FREEPORT FIRE DEPT.**

**Raymond F. Maguire**  
Executive Director

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

January 30, 2023

To: Mayor Robert T. Kennedy  
Board of Trustees

Re: DR Data – Emergency Management, Alarm Ordinance and Clerk's Office  
REVISED 2

---

We request your consideration in renewing a supplemental contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872. (See Board Directive of 08/22/22 attached) In consideration of a not to exceed amount of \$ 8,000.00, DR Data will provide services for the period of 03/01/23 – 02/29/24:

These responsibilities and functions are delineated as follows

- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Civic Plus messages for the Clerk's Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Civic Plus messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

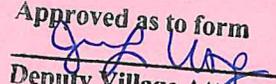
Your approval will allow for the seamless continuation of the important functions as outlined.

Funding for this contract will be from Fire Department Service Contracts A341104 542800

There is no increase in this contract it is the same as last year

Sincerely,

  
Raymond F. Maguire  
Executive Director

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on August 22, 2022, the Board approved a supplemental contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872 retroactive to March 1, 2022 through February 28, 2023 for a not to exceed amount of \$8,000.00; and

**WHEREAS**, the Executive Director of the Fire Department is requesting Board approval for a contract renewal with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872 for a term from March 1, 2023 through February 29, 2024 for a not to exceed amount of \$8,000.00; and

**WHEREAS**, DR Data will provide services as follows:

- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Civic Plus messages for the Clerk’s Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Civic Plus messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

**WHEREAS**, the Board of Trustees hereby discloses the fact that Donald Rowan is the spouse of the president of DR Data Solutions and is also a member of the Freeport Emergency Management Team; and

**WHEREAS**, there is no prohibited conflict of interest created by the approval of this contract; and

**WHEREAS**, this Board is of the opinion that it is in the best interests of the Incorporated Village of Freeport to provide for such services; and

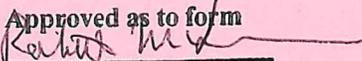
**WHEREAS**, funding for this contract will be from Fire Department Service Contracts A341104 542800; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be and hereby is authorize to sign any documentation necessary to effectuate a contract renewal with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872, for a term from March 1, 2023 through

February 29, 2024 for a not to exceed amount of \$8,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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: Raymond F. Maguire, Executive Director, FFD August 22, 2022

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of August 22, 2022:

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

**WHEREAS**, on May 23, 2022, the Board approved a professional services contract for computer programming and data management/disbursement expert relative to the operations of the Freeport Fire Department and Emergency Management, as well as the Length of Service Award Program (LOSAP) for the Fire Department with DR Data Solutions, 196 Jamie Drive, Wakefield, New Hampshire, 03872, retroactively beginning March 1, 2022 and terminating on February 28, 2023, for \$25.00 per hour, for a not to exceed annual cost of \$42,000; and

**WHEREAS**, the Executive Director of the Fire Department is requesting Board approval for a proposed supplemental contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872 retroactive to March 1, 2022 through February 28, 2023 for a not to exceed amount of \$8,000.00; and

**WHEREAS**, DR Data will provide additional services including but not limited to the following for the period of 03/01/22 – 02/28/23:

- 1) Automatic Fire Alarm Violations – Provide the IVF with fire alarm violations and warnings
- 2) Automatic Fire Alarm data base – Maintain a data base of every permit, warning notice and violation
- 3) Swiftreach messages for the Clerk’s Office – Send out notifications by custom mapping for Zoning and Site Plan meetings
- 4) Freeport Fire Department – Maintain the training records and reports to maintain our compliance with OSHA/PESH. Maintain and update the Red Alert system. Update and input the information needed for the NY State Reporting System
- 5) Emergency Management – Monitor the Tidal Gauge and weather. Send out Emergency Swiftreach messages, prepare and update the annual EMO letter to the residents. Maintain the training and use of the Hurrevac software. Develop and execute the required table top exercise as required by FEMA. Oversee and present special projects and Emergency Management Plan

**WHEREAS**, the Board of Trustees hereby discloses the fact that Donald Rowan is the spouse of the president of DR Data Solutions and is also a member of the Freeport Emergency Management Team; and

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

**WHEREAS**, there is no prohibited conflict of interest created by the approval of this contract; and

**WHEREAS**, this Board is of the opinion that it is in the best interests of the Incorporated Village of Freeport to provide for such services;

**WHEREAS**, the cost of the services will be charged to Fire Department Svs Contracts A341104 542800; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be and hereby is authorized to sign any documentation necessary to effectuate a supplemental contract with DR Data, 196 Jamie Drive, Wakefield, New Hampshire, 03872 retroactive to March 1, 2022 through February 28, 2023 for a not to exceed amount of \$8,000.00.

The Clerk polled the Board as follows:

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

cc:

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<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	

**FREEPORT FIRE DEPT.**

**Raymond F. Maguire  
Executive Director**

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

**January 30, 2023**

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

**Re: Emergency Decon Services Corp.  
Personal Services Contract  
REVISED**

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With the changing dynamics in what our Firefighters are facing at fires, it is necessary to clean their turn out gear. The 2020 NFPA 1851 standard recommends cleaning the gear that has been subjected to the carcinogenic products of combustion. The Department enlisted a committee to investigate the best options for washing the gear. Estimates secured ranged in excess of \$ 60,000.00, just to purchase and install the equipment. Due to the toxic run off, a system to capture the water is necessary and an additional expense. This does not take into consideration the labor necessary to actually wash the gear or the maintenance and energy costs.

There are very few vendors that offer gear cleaning services. Those that do, charge \$ 90.00 - \$ 110.00 per set. The process of picking up, cleaning and returning the gear usually takes two weeks. This puts our Firefighters, whose gear is being cleaned, out of service for this period.

We have located a company that comes to the Firehouse with a self-contained apparatus. They are able to clean the gear, capture the run off and return it to service the same day. The Company is Emergency Decon Services Corp. 173 No Main St Suite 339, Sayville, NY 11782 (See document attached). The cost for this service is \$ 100.00 per set. Not only are the costs competitive, but the fact that our Firefighters can drop their gear off and have it back the same day, keeps our Firefighters in service.

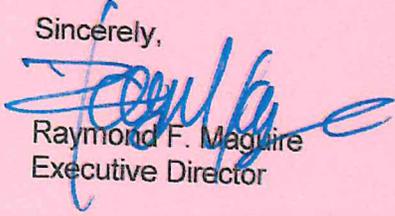
Therefore, we respectfully request your consideration in renewing the Professional Services contract with Emergency Decon Services Corp. with a not to exceed amount of \$ 19,000.00. The contract period would be March 1, 2023 - February 29, 2024. (I have attached the Board Directive form FY 2023)

January 30, 2023

The funding for this contract will come from Account A341004 541400.- Safety Gear

There is no increase in this contract it is the same as last year

Sincerely,



Raymond F. Maguire  
Executive Director

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Freeport Fire Department requires a professional service to clean their turn out safety gear as per the 2020 NFPA 1851 standard recommendations; 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**, Emergency Decon Services Corp., 173 No Main Street, Suite 339, Sayville, New York 11782 possesses those certain skills, knowledge and expertise of a specialized nature; and

**WHEREAS**, the Village currently has a contract with Emergency Decon Services Corp. is for a not to exceed amount of \$19,000.00 (\$100 per gear set) set to expire February 28, 2023; and

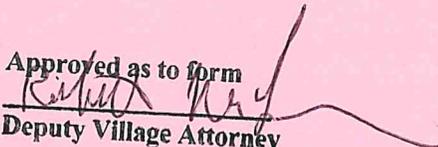
**WHEREAS**, the Fire Department wishes to renew this the cost of this contract with Emergency Decon Services Corp. with no increase from the prior year, for a not to exceed amount of \$19,000.00 (\$100 per gear set) for a term from March 1, 2023 to February 29, 2024; and

**WHEREAS**, funding for this contract will come from Account A341004 541400 – Safety Gear; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of the Fire Department, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a Professional Services Agreement with Emergency Decon Services Corp., 173 No Main Street, Suite 339, Sayville, New York 11782 for a not to exceed amount of \$19,000.00 for a term from March 1, 2023 to February 29, 2024.

The Clerk polled the Board at follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Raymond F. Maguire, Executive Directive, FFD February 10, 2022  
FROM: Lisa DeBourg, Deputy Village Clerk

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

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

**WHEREAS**, the Freeport Fire Department requires a professional service to clean their turned out safety gear as per the 2020 NFPA 1851 standard recommendations; 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**, Emergency Decon Services Corp., 173 No Main Street, Suite 339, Sayville, New York 11782 possesses those certain skills, knowledge and expertise of a specialized nature; and

**WHEREAS**, the cost of this contract with Emergency Decon Services Corp. is for a not to exceed amount of \$19,000.00 (\$100.00 per gear set and returned the same day) for a retroactive term from November 1, 2021 to February 28, 2023; and

**WHEREAS**, funding for this contract will come from Account A341004 541400 – Safety Gear; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Fire Department Executive Director, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a personal services agreement with Emergency Decon Services Corp., 173 No Main Street, Suite 339, Sayville, New York 11782 for a not to exceed amount of \$19,000.00 for a retroactive term from November 1, 2021 to February 28, 2023.

The Clerk polled the Board as follows:

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

---

cc:

**FREEPORT FIRE DEPT.**  
**Raymond F. Maguire**  
**Executive Director**

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

January 30, 2023

To: Mayor Robert T. Kennedy  
Board of Trustees

Re: Emergency Responder Products | 911ERP

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Pursuant to the Board Directive of December 20 2021 (see attached) a contract was approved for Emergency Responder Products | 911ERP to provide Fire Department uniforms and accessories through February 28, 2022.

This vendor has provided exceptional services during our dealings with them in providing uniforms and accessories. They have always proven to be very accommodating in meeting our Department's needs. Furthermore, their location is much more conducive for our Volunteer Firefighters to travel to. We ask that you consider renewing the contract for the period March 1, 2023 - February 29, 2024 with a not to exceed amount of \$ 19,500.00. I have attached the Board Directive Of 12/20/21.

Emergency Responder Products | 911ERP  
175 Bethpage Sweet Hollow Rd  
Old Bethpage, NY 11804

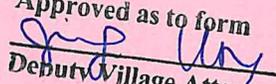
The funding for this contract will be executed as follows:  
\$ 19,500.00 - A341002 520600 Uniforms and A341004 541400 Safety Gear

There is no increase in this contract it is the same as last year

If you have any questions, please feel free to contact me.

Sincerely,

  
Raymond F. Maguire  
Executive Director

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

**WHEREAS**, on February 28, 2022, the Board approved a contract with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for a not to exceed amount of \$19,500.00 for a term running from March 1, 2022 through February 28, 2023; and

**WHEREAS**, this vendor has provided exceptional services during our dealings with them in providing uniforms and accessories; and

**WHEREAS**, the Executive Director of the Fire Department is requesting approval from the Board to renew the contract for a term from March 1, 2023 through February 29, 2024 for an amount not to exceed \$19,500.00, with no increase in price; and

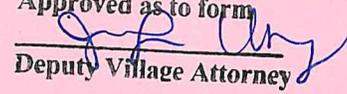
**WHEREAS**, the funding is in place in Budget Line A341002 520600 Uniforms and A341004 541400 Safety Gear to satisfy this request; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for an amount not to exceed \$19,500.00 for a term beginning on March 1, 2023 through February 29, 2024.

The Clerk polled the Board as follows:

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

Approved as to form

  
Deputy Village Attorney

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: Raymond F. Maguire, Executive Director, FFD December 22, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 20, 2021:

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

**WHEREAS**, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

**WHEREAS**, pursuant to the Board directive of February 8, 2021, a contract was approved for VF Solutions d/b/a VF Imagewear, FDNY Quartermaster, Box 15, Building 333, Fort Totten, NY 11359 in the amount of \$19,500.00 through February 28, 2022; and

**WHEREAS**, VF Solutions provides uniforms and accessories for the New York City Fire Department and as per the by-laws of the Freeport Fire Department the specifications for the Incorporated Village of Freeport firefighters must comply with the same specifications; and

**WHEREAS**, due to contract issues with the City of New York, they are unable to fulfill the expectations of the contract; and

**WHEREAS**, the Village has located a comparable vendor, Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for a not to exceed amount of \$19,500.00 (no cost increase to the IVF) beginning on December 20, 2021 through February 28, 2022; and

**WHEREAS**, the Village has had prior experience with this vendor and they has always proven to be very accommodating in meeting the Fire Department's needs; and

**WHEREAS**, the funding is in place in Budget Line A341002 520600 Uniforms and A341004 541400 Safety Gear to satisfy this request; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract for the provision of required Fire Department dress uniforms for an amount not to exceed \$19,500.00 for a term beginning on December 20, 2021 through February 28, 2022 with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804.

The Clerk polled the Board as follows:

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: Raymond F. Maguire, Executive Director FFD March 1, 2022

FROM: Lisa DeBourg, Deputy Village Clerk

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

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

**WHEREAS**, the Incorporated Village of Freeport through the Freeport Fire Department provides members with firefighting accessories including but not limited to: boots, gloves, helmets and hoods; and

**WHEREAS**, pursuant to the Board directive of December 21, 2021, a contract was approved for Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for a not to exceed amount of \$19,500.00 (no cost increase to the IVF) beginning on December 20, 2021 through February 28, 2022; and

**WHEREAS**, this vendor has provided exceptional services during our dealings with them in providing uniforms and accessories; and

**WHEREAS**, the Executive Director of the Fire Department is requesting approval from the Board to renew the contract for a term from March 1, 2022 through February 28, 2023 for an amount not to exceed \$19,500.00; and

**WHEREAS**, the funding is in place in Budget Line A341002 520600 Uniforms and A341004 541400 Safety Gear to satisfy this request; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate a contract for the provision of required Fire Department dress uniforms with Emergency Responder Products | 911ERP, 175 Bethpage Sweet Hollow Road, Old Bethpage, New York 11804 for an amount not to exceed \$19,500.00 for a term beginning on March 1, 2022 through February 28, 2023.

The Clerk polled the Board as follows:

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

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cc:

**FREEPORT FIRE DEPT.**

**Raymond F. Maguire  
Executive Director**

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

**January 30, 2023**

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

**Re: South Shore Fire & Safety Equipment Distributors Inc.**

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On September 29, 2020, the Board adopted a Directive to enter into a contract for the repair and maintenance of the equipment used by the Freeport Fire Department (see attached). This includes but not limited to our Self Contained Breathing Apparatus (SCBA). The contract is with South Shore Fire & Safety Equipment Distributors, Inc (SSFSED). They are located at 579 East Meadow Ave, East Meadow, NY and have trucks passing through Freeport daily. This greatly affects our ability to expedite the pickup, repair and delivery of our equipment. We have had positive results in our dealings with SSFSED and find them to be very dependable. This Company has been servicing Freeport and other Fire Departments across Long Island for over 50 years. SSFSED is a certified factory repair representative for most of the Manufacturers of Fire and Safety Equipment we utilize.

Due to the complexity of the equipment we use and the need to immediately return it to service, it prohibits us from quoting these repairs. Furthermore, our SCBA's are currently 15 years old. The replacement of 1 is in excess of \$ 9,000.00, we currently have 120 in service. We feel that by performing proper maintenance and by staying up on the repairs, we will prolong the useful life of one our most important pieces of equipment. Unfortunately, the fact that these units are 16 years old is having an impact on necessary repairs.

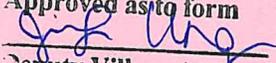
Therefore, we ask that you consider renewing the contract with a not to exceed of \$25,000.00 for March 1, 2023 – February 29, 2024. Although we will try to minimize the expenses, it will give us the latitude to effectuate these important repairs expeditiously. I have attached the Board Directive of 02/07/22.

The funding for this contract will come from Account A341004 542800.

There is no increase in this contract it is the same as last year

Sincerely,

  
Raymond F. Maguire  
Executive Director

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 7, 2022, the Board awarded a contract for the repair and maintenance the Village of Freeport's Volunteer Fire Department equipment, including the Self Contained Breathing Apparatus to South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 for a term effective March 1, 2022 through February 28, 2023, with a not to exceed amount of \$25,000 for fiscal year 2023; and

**WHEREAS**, this Company has been servicing Freeport and other Fire Departments across Long Island for over 50 years and is a certified factory repair representative for most of the Manufacturers of Fire and Safety Equipment the Department utilize; and

**WHEREAS**, due to the complexity of the equipment utilized by the Fire Department and the need to expedite equipment repairs, the Freeport Fire Department is unable to obtain quotes; and

**WHEREAS**, the Executive Director of the Fire Department is requesting Board approval to renew the contract with South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 for a term effective March 1, 2023 through February 29, 2024, with a not to exceed amount of \$25,000, with no increase in price; and

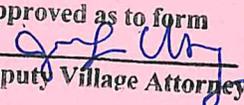
**WHEREAS**, the cost of the contract will be charged to Account A341004 542800; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of the Freeport Volunteer Fire Department, that the Mayor be and hereby is authorized to renew the contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 from March 1, 2023 through February 29, 2024, with a not to exceed amount of \$25,000.

The Clerk polled the Board at follows:

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

Approved as to form

  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Raymond F. Maguire, Executive Directive, FFD February 10, 2022

FROM: Lisa DeBourg, Deputy Village Clerk

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

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

**WHEREAS**, on September 29, 2020, the Board awarded a contract for the repair and maintenance the Village of Freeport’s Volunteer Fire Department equipment, including the Self Contained Breathing Apparatus to South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 for a term effective March 1, 2021 through February 28, 2022, with a not to exceed amount of \$20,000 per fiscal year; and

**WHEREAS**, the Executive Director of the Fire Department is requesting Board approval to enter a new contract with South Shore Fire & Safety Equipment Distributors Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 for a term effective March 1, 2022 through February 28, 2023, with a not to exceed amount of \$25,000 for fiscal year 2023; and

**WHEREAS**, due to the complexity of the equipment utilized by the Fire Department and the need to expedite equipment repairs, the Freeport Fire Department is unable to obtain quotes; and

**WHEREAS**, the cost of the contract will be charged to Account A341004 541200, and there are sufficient funds available to meet the cost of this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of the Freeport Volunteer Fire Department, that the Mayor be and hereby is authorized to enter into a contract with South Shore Fire & Safety Equipment Distributors, Inc., 579 East Meadow Avenue, East Meadow, New York, 11554 from March 1, 2022 through February 28, 2023, with a not to exceed amount of \$25,000 for fiscal year 2023.

The Clerk polled the Board as follows:

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

---

cc:

X Auditor

X Electric Utilities

X Registrar

**FREEPORT FIRE DEPT.**

**Raymond F. Maguire**  
**Executive Director**

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

**January 31, 2023**

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

**Re: Pumper Pricing**

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We had previously presented information with respect to the exponential increases in costs that have been experienced by other Fire Departments in purchasing apparatus. Pursuant to your request, we put out quote requests to Ferrara and Spartan for updated pricing. We sent them the Specifications as approved by the Freeport Fire Council on September 21, 2022 (See attached)

We received the updated quotes as follows:

**Ferrara**  
\$ 878,634.00

**Spartan**  
\$ 1,039,136.00

**E - One**  
\$ 987,885.00

Based on the information as put forth and after careful review, Ferrara Fire Apparatus is presenting the most competitive and fiscally prudent proposal. We and the Village Garage have had positive experiences with Ferrara. Their High water Package, type of Marine Grade Aluminum, accessibility to facilities that are local and do not require cross country travel for any major issues and other features enhances the product. We currently have 4 Ferrara rigs in service and 1 under construction. There is a significant price difference between the three quotes.

Therefore, we respectfully request that you authorize the purchase of two Pumpers at a cost of \$ 878,634.00 each. The purchase will be through the Houston Galveston Area Council (HGAC). We had previously registered and are members of this Government Cooperative Purchasing Group. This will allow us to lock in the price and shield ourselves from future price increases. The delivery is anticipated to be 2 years from the approval, so payment will not be needed on the 1<sup>st</sup> pumper until January 2025. The 2<sup>nd</sup> Pumper will begin production and will be delivered approximately 6 months to 1 year after the first.

If approved a PO and Contract would be executed with Hendrickson Fire Rescue Equipment 140 Hoffman Lane Islandia, NY 11749.

The funding will be financed through a future BAN/Bond.

If you have any questions, or need further information, please feel free to contact me.

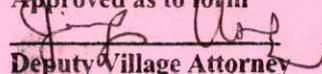
Sincerely,

*Raymond F Maguire*

Raymond F. Maguire  
Executive Director

*Scott Donnelly*

Scott Donnelly  
Chief of Department

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, in recent months area fire departments have seen exponential increases in costs for purchasing apparatus; and

**WHEREAS**, the Fire Department put out quote requests to Ferrara, Spartan and E-One for updated pricing on the specifications for two pumpers, as approved by the Freeport Fire Council; and

**WHEREAS**, the quotes ranged from a low of \$878,634.00 from Ferrara to a high of \$1,039,136.00 from Spartan; and

**WHEREAS**, on November 16, 2020, the Board authorized joining the Houston Galveston Area Council (HGAC) in order to be able to purchase fire apparatus through this purchasing cooperative which meets NYS procurement guidelines; and

**WHEREAS**, the Ferrara pumpers may be purchased through the HGAC from Hendrickson Fire Rescue Equipment, 140 Hoffman Lane, Islandia, New York 11749 for a cost of \$878,634.00 each; and

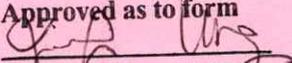
**WHEREAS**, the delivery is anticipated to be two years from approval for the first pumper, with the delivery of the second pumper occurring approximately six months to one year after the first; and

**WHEREAS**, this expense will be funded by a future Bond/BAN; and

**NOW THEREFORE BE IT RESOLVED**, that, based upon the recommendation of the Executive Director of the Freeport Fire Department, the Board approve and the Mayor be authorized to execute any and all documentation necessary to enter into a contract for the purchase of two Ferrara Pumpers with Hendrickson Fire Rescue Equipment, 140 Hoffman Lane, Islandia, New York 11749 for a cost of \$878,634.00 each.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney



January 11, 2023

Ray Maguire  
Executive Director  
46 No. Ocean Ave  
Freeport, NY 11520

Re: HGAC Contract price per truck based on a min 2 truck purchase

## Freeport Fire Department Ferrara HD Pumper Pricing

Specification	\$861,634.00
The above price includes two inspection trips for 8 members, does not include airfare.	
Lettering and stripping allowance	5,000.00
In cab Radio install for Two (2) radios allowance	2,000.00
Tool mounting allowance	10,000.00
Price	\$ 878,634.00

\*Pricing based on receiving a PO on or before 2/10/23

\*If PO is issued after 2/10/23 pricing is \$915,634

\*\$915,634 is firm for 30 days and will require Ferrara review for increase after 3/10/23

\*Above pricing includes HGAC discount, 2022 price protection, Freeport customer loyalty discount and two truck purchase discounts.

\*Truck price without above discounts \$1,123,000.00

Thank you for the opportunity,

Howard Snow  
Ferrara Sales Manager

P.631.427.6276 F.631.427.6479 HENDRICKSONFIRE.COM

140 HOFFMAN LANE, ISLANDIA, NY 11749





Freeport village  
46 N Ocean Avenue  
Freeport, NY 11520

January 11, 2023

On behalf of Hendrickson Fire Rescue Inc., I am pleased to submit the following proposal, which is based on the proposed specifications. We are proposing a new **SPARTAN SIDE MOUNT PUMPER, IN ACCORDANCE WITH HGAC AWARDED CONTRACT# FS12-19**

**Proposal Price.**

**2024 Spartan Side Mount Pumper (as specified) \$1,014,171.00**  
(One Million fourteen Thousand One Hundred Seventy-One Dollars)

**Dealer Added Additional Items:**

**Tool Mounting, \$10,000.00**

**Lettering \$5000.00**

**Radio Installation: \$3000.00**

**Freight: \$4,965**

**HGAC Fee: \$2,000**

**TOTAL PRICE OF TRUCK \$1,039,136.00**

Kind Regards

Brian Kuhn  
Spartan sales Mgr.

P.631.427.6276 F.631.427.6479 HENDRICKSONFIRE.COM

140 HOFFMAN LANE, ISLANDIA, NY 11749





NUMBER: SPARTAN BLADATOR LTD 10' RR  
 MODEL: CUMMINS L9 450 HP  
 MANUFACTURER: ALLISON 3000 EYE  
 WEIGHT: 75000 LB / 27000 LB  
 POINT: 5740 EXTENDED ALUMINUM  
 MOTOR: 200 GAL WATER  
 MODEL: MALE Q-MAX 1780 GPM  
 GENERATOR: N/A

DOOR FRAMED OPENINGS

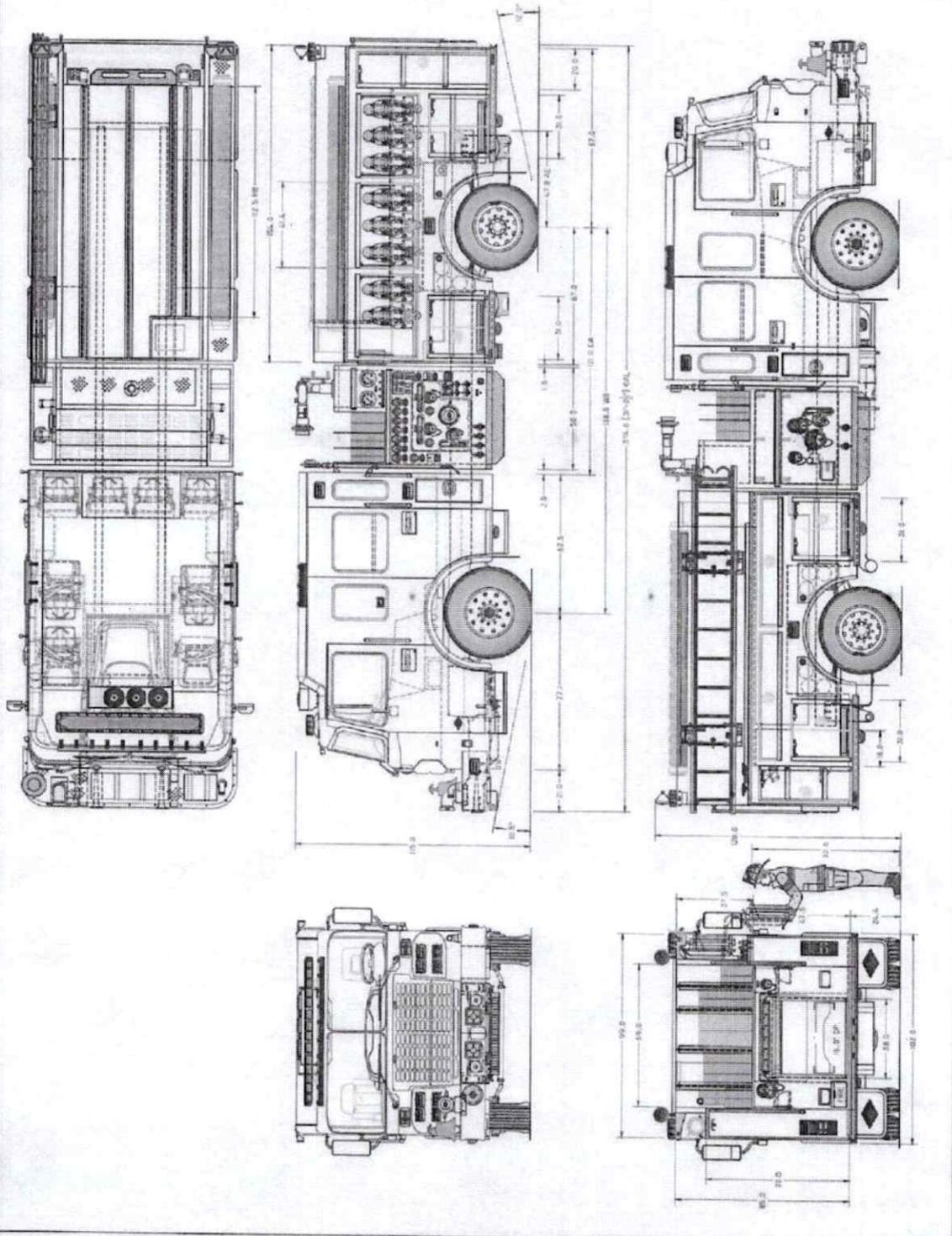
COMPARTMENT	DOOR FRAME LENGTH	HEIGHT
1-1	31.0" x 29.4"	
1-2	31.0" x 29.4"	
1-3	31.0" x 29.4"	
1-4	31.0" x 29.4"	
1-5	31.0" x 29.4"	
1-6	31.0" x 29.4"	
1-7	31.0" x 29.4"	
1-8	31.0" x 29.4"	
1-9	31.0" x 29.4"	
1-10	31.0" x 29.4"	
1-11	31.0" x 29.4"	
1-12	31.0" x 29.4"	
1-13	31.0" x 29.4"	
1-14	31.0" x 29.4"	
1-15	31.0" x 29.4"	
1-16	31.0" x 29.4"	
1-17	31.0" x 29.4"	
1-18	31.0" x 29.4"	
1-19	31.0" x 29.4"	
1-20	31.0" x 29.4"	

SPECIAL NOTES:  
 NUMBER OF COMPARTMENTS:  
 300 FEET BY 3 1/2" HOSE IN  
 300 FEET BY 2 1/4" HOSE ON TRP  
 300 FEET BY 2" HOSE  
 300 FEET BY 1 1/2" HOSE  
 300 FEET BY 1 1/4" HOSE  
 NUMBER OF COMPARTMENTS:  
 300 FEET EACH

THE DRAWING IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OF ANY EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY EQUIPMENT.

NO.	DATE	DESCRIPTION	BY
1	11/1/22	ISSUE	D.A.
2	11/1/22	ISSUE	D.A.
3	11/1/22	ISSUE	D.A.
4	11/1/22	ISSUE	D.A.
5	11/1/22	ISSUE	D.A.
6	11/1/22	ISSUE	D.A.
7	11/1/22	ISSUE	D.A.
8	11/1/22	ISSUE	D.A.
9	11/1/22	ISSUE	D.A.
10	11/1/22	ISSUE	D.A.
11	11/1/22	ISSUE	D.A.
12	11/1/22	ISSUE	D.A.
13	11/1/22	ISSUE	D.A.
14	11/1/22	ISSUE	D.A.
15	11/1/22	ISSUE	D.A.
16	11/1/22	ISSUE	D.A.
17	11/1/22	ISSUE	D.A.
18	11/1/22	ISSUE	D.A.
19	11/1/22	ISSUE	D.A.
20	11/1/22	ISSUE	D.A.

NOT TO SCALE  
 FREEPORT  
 HOSE CO. 1  
 000000  
 FIRE RESCUE  
 EQUIPMENT





Freeport Fire Department  
Freeport, New York

1/17/2023

Gentlemen,

Hendrickson Fire Rescue Equipment and E-ONE are proud to submit our proposal for your approval for a new E-ONE Custom Pumper. We have reviewed your specification carefully and are able to comply with the standard Freeport FD pumper specification.

**Our bid price for the 2025 E-ONE Pumper :**

**(\$987,885.00)**

**Nine Hundred Eighty-Seven Thousand, Eight Hundred Eighty-Five Dollars and No Cents**

This year marks Hendrickson's 40<sup>th</sup> anniversary in business and in that time we have provided many agencies the best products and services available.

We realize that the decision ahead of the department will not only be based on price but on the value of the product and service that comes with this purchase.

I look forward to sitting down with you in the near future to discuss our proposal and how it will meet and exceed the needs of the Freeport Fire Dept.

Respectively Submitted,

Craig Probst  
President

P.631.427.6276 F.631.427.6479 HENDRICKSONFIRE.COM

140 HOFFMAN LANE, ISLANDIA, NY 11749





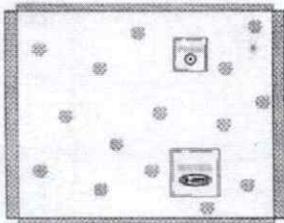
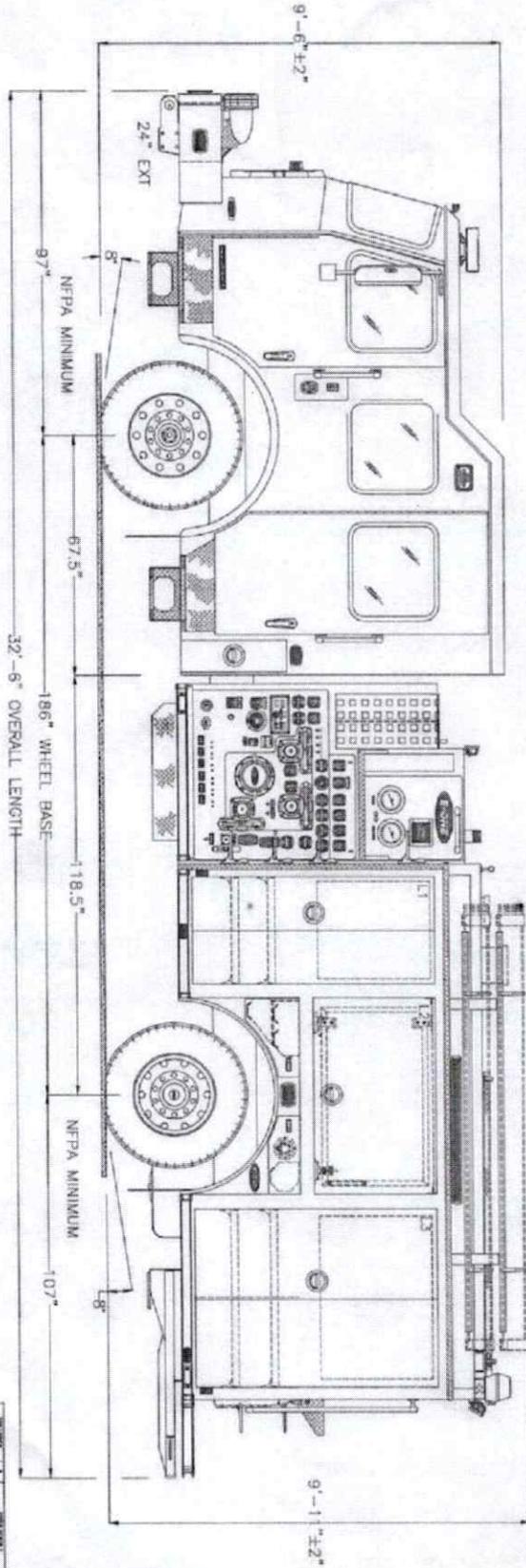
# FREERPORT FIRE DEPT FREERPORT, NY

SO.144985 / O109985

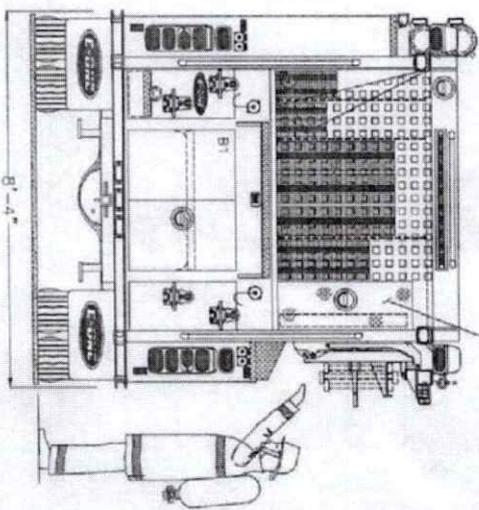
PUMPER  
TYPHOON 4X2 CHASSIS

1500 GPM HALE CHRY PUMP		300' OF 1.75" DI	
750 GALLON POLY II WATER TANK		550' OF 2.50" DI	
30 GALLON INTERNAL "X" FOAM CILL		1500' OF 4.00" DIH	
		400' OF 3.00" DI	
COMPT.	OPENING:	INTERIOR DIMENSION	
L1	30W	68H	30W
L2	30W	34H	30W
L3	50W	68H	50W
R1	50W	30H	50W
R2	50W	30H	50W
B1	38W	29H	38W

THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO VARIOUS MANUFACTURER'S AND MANUFACTURING PRACTICES. THIS UNIT IS THE PROPERTY OF E-ONE, INC. and is loaned to you for your use only. It is to be returned to E-ONE, INC. in good condition and with all accessories and manuals. No alterations are permitted and no parts are to be added or substituted to this party for use or maintenance.



MINIMUM HEIGHT FROM REAR END OF TRUCK TO GROUND 50"



STORAGE BOX APPROXIMATELY 13W X 28H X 69D

**FREEPORT FIRE DEPT.**  
**Raymond F. Maguire**  
**Executive Director**

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

**January 27, 2023**

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

**Re: Permission to execute Claim forms**

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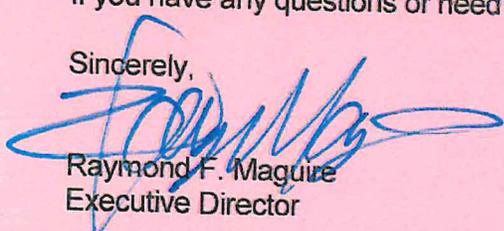
Pursuant to the FY 2023 Fire Department's budget submission and subsequent presentation at the budget Workshop, a request was put forth for the Village to fund \$15,000 to be equally divided among the 8 Fire Companies.

The intent of this request was to alleviate having firefighters solicit door-to-door for donations which are needed to offset the expenses that they incur which are not covered under the regular budget process. By accepting this request, it enables firefighters to spend more time doing important training instead of personally soliciting the residents and businesses.

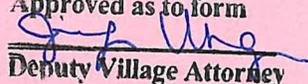
We respectfully request permission to submit the claim forms and to authorize the treasurer to make the payments to the eight companies

If you have any questions or need further information please feel free to contact me

Sincerely,

  
Raymond F. Maguire  
Executive Director

Approved as to form

  
Deputy Village Attorney

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

**WHEREAS**, in prior years, the Freeport Fire Department members have solicited funds from residents door-to-door in order to offset expenses not covered under the regular budget process; and

**WHEREAS**, prior to the adoption of the fiscal year 2023-2024 budget, a presentation was made requesting that the Village fund an additional \$15,000 to be split equally among the eight Fire Companies to cover some of these expenses; and

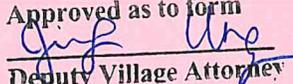
**WHEREAS**, the purpose of this additional funding was to enable firefighters to spend more time training, rather than soliciting residents; and

**WHEREAS**, this expense will be charged to budget line A341004 544000; and

**THEREFORE BE IT RESOLVED**, that the Mayor and Board approve the submission of the claim forms for the eight Fire Companies totaling \$15,000 for the above-described purpose.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Raymond F. Maguire, Executive Director, FFD January 25, 2022  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of January 24, 2022:

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

**WHEREAS**, in prior years, the Freeport Fire Department members have solicited funds from residents door-to-door in order to offset expenses not covered under the regular budget process; and

**WHEREAS**, prior to the adoption of the fiscal year 2022-2023 budget, a presentation was made requesting that the Village fund an additional \$15,000 to be split equally among the eight Fire Companies to cover some of these expenses; and

**WHEREAS**, the purpose of this additional funding was to enable firefighters to spend more time training, rather than soliciting residents; and

**WHEREAS**, this expense will be charged to budget line A341004 544000 and funding is allocated in this account to cover this cost; and

**THEREFORE BE IT RESOLVED**, that the Mayor and Board approve the submission of the claim forms for the eight Fire Companies totaling \$15,000 for the above-described purpose.

The Clerk polled the Board as follows:

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

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	

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

**To: Mayor Robert T. Kennedy**

**From: Conor Kirwan- Executive Director of Human Resources**

**Date: January 23, 2023**

**RE: Consulting Agreement – Madelyn de la Fe**

---

Attached please find a consulting agreement with Madelyn de la Fe, 347 Saint Marks Ave, Freeport, New York 11520, effective retroactive to July 22, 2022 through August 4, 2022. The agreement provides for consulting services, performed in relation to clerical work with the Freeport Fire Department.

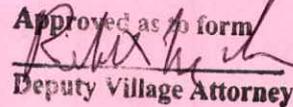
The services will be billed at the hourly rate of \$23.40 per hour with a not to exceed cost of \$1,638.00. The cost of this contract will be charged to A341104 / 545700. There is sufficient funding available to cover the cost of this agreement.

Ms. de la Fe, while previously and currently a provisional employee, performed clerical work while not on payroll while the Village waited for Civil Service approval to continue her provisional employment.

If this meets with your approval please place this on the next available Board agenda in executive session to approve this agreement.



Conor Kirwan

Approved as to form  
  
Deputy Village Attorney

INTER-DEPARTMENTAL MEMO

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

**WHEREAS**, the Village of Freeport requires a professional for clerical services relating to the Fire Department; and

**WHEREAS**, the Village is requesting to enter into a Professional Services Agreement with Madelyn de la Fe, 347 Saint Marks Ave, Freeport, New York 11520, effective retroactive to July 22, 2022 through August 4, 2022; and

**WHEREAS**, de la Fe, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Fire Department from time to time, in particular clerical; 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

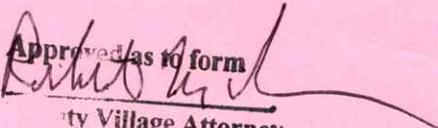
**WHEREAS**, the services will be billed at the hourly rate of \$23.40 per hour with a not to exceed cost of \$1,638.00; and

**WHEREAS**, the cost of this contract will be charged to A341104 / 545700 and there is sufficient funding to cover this expense; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Executive Director of Human Resources, the Board approve and the Mayor be authorized to execute any documentation necessary to effectuate a Personal Services Agreement with Madelyn de la Fe, 347 Saint Marks Ave, Freeport, New York 11520, effective retroactive to July 22, 2022 through August 4, 2022 at the hourly rate of \$23.40 per hour with a not to exceed cost of \$1,638.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
ty Village Attorney

**PERSONAL SERVICES AGREEMENT**

**by and between**

**INCORPORATED VILLAGE OF FREEPORT**

**and**

**Madelyn de la Fe**

**July 22, 2022 through August 4, 2022**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 Madelyn de la Fe with offices located at 347 Saint Marks Ave, Freeport, NY 11520 (hereinafter referred to as "de la Fe"):

### WITNESSETH:

WHEREAS, de la Fe, has certain unique skills, abilities, expertise, and experience that may be useful to the Incorporated Village of Freeport at its Fire Department from time to time, in particular clerical, and,

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

### TERMS AND CONDITIONS

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

#### 1. Employment.

IVF hereby employs de la Fe as an independent contractor, and de la Fe hereby accepts employment upon the terms and conditions hereinafter set forth.

#### 2. Term.

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on July 22, 2022 and shall terminate on August 4, 2022. IVF reserves the right to terminate this agreement upon five (5) days written notice to de la Fe.

#### 3. Compensation.

For all services rendered by de la Fe under this Agreement, the IVF shall pay a fee not to exceed \$1,638.00 for the length of this contract. All services to IVF shall be billed on a monthly at a rate of \$23.40 per hour, and shall be accompanied by an itemized listing of all charges incurred together with a claim form duly executed by de la Fe and submitted to the Fire Department for processing.

#### 4. Duties

de la Fe shall provide the following services to IVF:

Clerical services in the Fire Department.

5. Extent of Services.

de la Fe shall devote such time, attention and energies to the IVF as is required. de la Fe shall not, during the term of this Agreement, thereby be precluded from engaging in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage.

6. No Participation.

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

7. Death or Disability

If due to disability or prolonged illness (more than 30 consecutive days) de la Fe is unable to perform the services required hereunder, IVF hereby reserves the right to cancel this Agreement upon ten (10) days written notice to de la Fe.

8. Assignment.

This Agreement may not be assigned by de la Fe without the prior written consent of the IVF.

9. Notices.

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

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

Madelyn de la Fe  
347 Saint Marks Ave  
Freeport, NY 11520

10. Entire Agreement and Waiver.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express

or implied, whether by statute or otherwise, other than as set forth herein, have been made by any party hereto. No waiver of any term, provisions, or condition of this "Agreement", whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

11. Amendments.

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

12. Parties in Interest.

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

13. Severability.

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

14. Subject Headings.

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

15. Applicable Law.

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

16. Disclosure.

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

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

*Madelyn de la fe*  
\_\_\_\_\_  
MADELYN DE LA FE

APPROVED AS TO FORM:

By: \_\_\_\_\_  
HOWARD E. COLTON  
Village Attorney

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

---

To: Mayor Robert T. Kennedy

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

Date: January 25, 2023

---

**Re: 2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT**

Twenty (20) bids were distributed and four (4) bids were received on January 10, 2023 for the referenced requirements contract. This contract provides contractual unit prices for the repair of catch basins and road panels. Bids ranged from a high bid of \$872,300.00 to a low bid of \$326,700.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 is the low bidder in the amount of \$326,700.00. for this requirements contract.

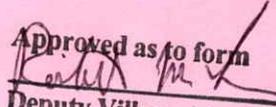
Accordingly, it is recommended that the contract, **2023 ANNUAL CATCH BASIN AND ROAD PANEL CONTRACT** be awarded to the lowest responsible bidder,

**Nicolino Construction Co. Inc.  
555 Southside Avenue  
Freeport, NY 11520**

in the amount of \$326,700.00. this requirements contract total bid. The contract will be for a term of one year beginning on March 1, 2023, with an option for two one-year extensions if mutually accepted.

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

Encl.  
c.

**Approved as to form**  
  
\_\_\_\_\_  
**Deputy Village Attorney**

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

**WHEREAS**, on December 12, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders, for the “2023 Annual Catch Basin and Road Panel Contract”; and

**WHEREAS**, twenty (20) bids were distributed and four (4) bids were received on January 10, 2023 for the referenced requirements contract; and

**WHEREAS**, the bids ranged from a high bid of \$872,300.00 to a low bid of \$326,700.00, and the Village has reviewed and checked all bids and find them in good order; and

**WHEREAS**, the lowest responsible bidder was submitted by Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 in the amount of \$326,700.00; and

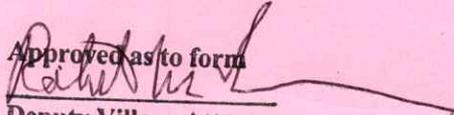
**WHEREAS**, the contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Annual Catch Basin and Road Panel Contract to Nicolino Construction Co. Inc., 555 Southside Avenue, Freeport, NY 11520 in the amount of \$326,700.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION

PROJECT: 2023 ANNUAL CATCH BASIN AND ROAD PANEL

BID DATE: January 10, 2023

NICOLINO CONSTRUCTION 555 SOUTHSIDE AVENUE FREEPORT, NY 11520	AVENTURA CONSTRUCTION CORP. 1101 WAVERLY AVENUE HOLTSVILLE, NY 11742	ROADWORK AHEAD INC. 2186 KIRBY LANE SYOSSET, NY 11791	STASI GENERAL CONTRA, LLC 11 RICHARD STREET HICKSVILLE, NY 11801
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ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1A	REPLACEMENT OF EXISTING CONCRETE BLOCK CATCH BASIN	EA	15	\$ 5,800.00	\$ 87,000.00	\$ 4,000.00	\$ 60,000.00	\$ 6,000.00	\$ 90,000.00	\$ 9,000.00	\$ 135,000.00
1B	REMOVE & INSTALL CONCRETE CATCH BASIN-TOP SLAB ONLY	EA	7	\$ 4,000.00	\$ 28,000.00	\$ 2,500.00	\$ 17,500.00	\$ 3,800.00	\$ 26,600.00	\$ 4,500.00	\$ 31,500.00
1C	REPLACEMENT OF EXISTING DOUBLE CONCRETE CATCH BASIN	EA	3	\$ 6,000.00	\$ 18,000.00	\$ 5,600.00	\$ 16,800.00	\$ 7,800.00	\$ 23,400.00	\$ 5,000.00	\$ 15,000.00
2A	INSTALLATION OF CONCRETE CURB	LF	500	\$ 35.00	\$ 17,500.00	\$ 35.00	\$ 17,500.00	\$ 50.00	\$ 25,000.00	\$ 40.00	\$ 20,000.00
2B	INSTALLATION OF COMBINATION CONCRETE CURB AND 2-1/2 FT WIDE GUTTER	LF	500	\$ 50.00	\$ 25,000.00	\$ 45.00	\$ 22,500.00	\$ 70.00	\$ 35,000.00	\$ 40.00	\$ 20,000.00
2C	4" CONCRETE INSTALLATION	SP	1,000	\$ 12.00	\$ 12,000.00	\$ 16.00	\$ 16,000.00	\$ 13.00	\$ 13,000.00	\$ 14.00	\$ 14,000.00
3A	9" CONCRETE ROADWAY PANEL CONSTRUCTION HIGH EARLY STRENGTH CONCRETE	SY	600	\$ 130.00	\$ 78,000.00	\$ 245.00	\$ 147,000.00	\$ 160.00	\$ 96,000.00	\$ 525.00	\$ 315,000.00
4	BREAKOUT & REMOVAL OF EXISTING REIN. CONC. INCL/SETTING FORMS FOR REPL PANEL.	SY	600	\$ 60.00	\$ 36,000.00	\$ 50.00	\$ 30,000.00	\$ 45.00	\$ 27,000.00	\$ 500.00	\$ 300,000.00
5A	SAWCUTTING OF CONCRETE SIDEWALKS (4" DEPTH)	LF	200	\$ 6.00	\$ 1,200.00	\$ 5.00	\$ 1,000.00	\$ 1.00	\$ 200.00	\$ 4.00	\$ 800.00
5B	SAWCUTTING OF CONCRETE ROAD PANELS FULL DEPTH	LF	500	\$ 8.00	\$ 4,000.00	\$ 10.00	\$ 5,000.00	\$ 9.00	\$ 4,500.00	\$ 8.00	\$ 4,000.00
6	ADJUST SURFACE INLETS AND MANHOLES	EA	20	\$ 1,000.00	\$ 20,000.00	\$ 250.00	\$ 5,000.00	\$ 685.00	\$ 13,700.00	\$ 850.00	\$ 17,000.00
	TOTAL				\$326,700.00		\$338,300.00		\$354,400.00		\$872,300.00

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works December 13, 2022  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 12, 2022:

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

**WHEREAS**, the Village’s Annual Catch Basin and Road Panel Contract expires on February 28, 2023; and

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

**WHEREAS**, this program provides the contractual unit prices for the repair of catch basins and road panels and the current contract has an approximate annual cost of \$180,000 and funding for the repairs will be included in the 2023-2024 Fiscal Budget; and

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

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the “2023 Annual Catch Basin and Road Panel Contract” in the Freeport Herald and other relevant publications of general circulation on December 15, 2022, with bid documents available from December 19, 2022 through January 6, 2023, with a return date of January 10, 2023, with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

---

cc: X Auditor X Electric Utilities X Registrar

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

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To: Mayor Robert T. Kennedy

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

Date: January 25, 2023

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**Re: 2023 ANNUAL FENCE CONTRACT**

Twenty-two (22) bids were distributed and six (6) bids were received on January 10, 2023 for the referenced requirements contract. This contract provides contractual unit prices for the removal, replacement, installation and repair of fencing. Bids ranged from a high bid of \$180,060.00 to a low bid of \$54,275.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. This Contract can be utilized by any Department within the Village and therefore work done under this contract will be paid for under the appropriate account or budget line from the requesting Department. The Department Head of said Village Department will determine the appropriate account or budget line to charge work to under this contract.

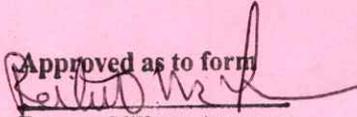
Island Fence Co., 964 Front Street, Uniondale, NY 11553 is the low bidder in the amount of **\$54,275.00** for this requirements contract.

Accordingly, it is recommended that the contract, **2023 ANNUAL FENCE CONTRACT** be awarded to the lowest responsible bidder,

**Island Fence Co.  
964 Front Street  
Uniondale, NY 11553**

in the amount of **\$54,275.00** for this requirements contract total bid. The contract will be for a term of one year beginning on March 1, 2023, with an option for two one-year extensions if mutually accepted.

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

Approved as to form  
  
Deputy Village Attorney

Encl.  
c.

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

**WHEREAS**, on December 12, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders, for the “2023 Annual Fence Contract”; and

**WHEREAS**, twenty-two (22) bids were distributed and six (6) bids were received on January 10, 2023 for the referenced requirements contract; and

**WHEREAS**, the bids ranged from a high bid of \$180,060.00 to a low bid of \$54,275.00, and the Village has reviewed and checked all bids and find them in good order; and

**WHEREAS**, the lowest responsible bidder was submitted by Island Fence Co., 964 Front Street, Uniondale, NY 11553 in the amount of \$54,275.00; and

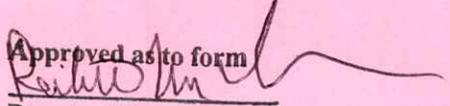
**WHEREAS**, the contract will be for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Annual Fence Contract to Island Fence Co., 964 Front Street, Uniondale, NY 11553 in the amount of \$54,275.00 for a term of one year beginning March 1, 2023 and ending February 29, 2024, with an option for two one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works December 13, 2022

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of December 12, 2022:

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

**WHEREAS**, the Village’s Annual Fence Contract expires on February 28, 2023; and

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

**WHEREAS**, this program provides the contractual prices for the removal, replacement, installation, and repair of fencing and the current contract has an approximate annual cost of \$60,000 and funding for the repairs will be included in the 2023-2024 Fiscal Budget; and

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

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders, for the “2023 Annual Fence Contract” in the Freeport Herald and other relevant publications of general circulation on December 15, 2022, with bid documents available from December 19, 2022 through January 6, 2023, with a return date of January 10, 2023, with bids scheduled to be opened at 11:00 am.

The Clerk polled the Board as follows:

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

cc:

<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

INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION

PROJECT 2023 ANNUAL FENCE CONTRACT

BID

DATE: January 10, 2023

ISLAND FENCE  
964 FRONT STREET  
UNIONDALE, NY 11553

KEYS FENCE AND GATE  
9 GATEWAY DRIVE  
BAY SHORE, NY 11706

THE LANDTEK GROUP, INC  
105 SWEENEYDALE AVENUE  
BAY SHORE, NY 11706

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	ISLAND FENCE		KEYS FENCE AND GATE		THE LANDTEK GROUP, INC	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
4A	Rem. existing 4' Chain Link Fence (CHLF) incl gates,etc.	LF	250	\$ 2.00	\$ 500.00	\$ 2.00	\$ 500.00	\$ 8.00	\$ 2,000.00
4B	Install 4' CHLF incl term.& line posts, footings,top&btm rail.	LF	250	\$ 25.00	\$ 6,250.00	\$ 30.00	\$ 7,500.00	\$ 42.00	\$ 10,500.00
4C	Install 4' CHLF gate incl. posts & footings	LF	32	\$ 65.00	\$ 2,080.00	\$ 75.00	\$ 2,400.00	\$ 42.00	\$ 1,344.00
6A	Rem. Exist 6' CL Fence incl gates, posts & footings	LF	250	\$ 3.00	\$ 750.00	\$ 2.00	\$ 500.00	\$ 8.00	\$ 2,000.00
6B	Install 6' CHLF incl term. & line posts, top & btm rails, foot.	LF	300	\$ 33.00	\$ 9,900.00	\$ 35.00	\$ 10,500.00	\$ 52.00	\$ 15,600.00
6C	Install 6' CHLF Gate incl. posts & footings	LF	32	\$ 90.00	\$ 2,880.00	\$ 100.00	\$ 3,200.00	\$ 52.00	\$ 1,664.00
8A	Remv. Exist. 8' CHLF incl. gates, posts & footings	LF	100	\$ 4.00	\$ 400.00	\$ 2.00	\$ 200.00	\$ 8.00	\$ 800.00
8B	Install 8' CHLF incl term & line posts,top & btm rails, foot.	LF	250	\$ 48.00	\$ 12,000.00	\$ 50.00	\$ 12,500.00	\$ 62.00	\$ 15,500.00
8C	Install 8' CHLF gate incl. posts, and footings	LF	32	\$ 120.00	\$ 3,840.00	\$ 120.00	\$ 3,840.00	\$ 62.00	\$ 1,984.00
100	Install galvanized CHLF fabric to posts, rails as per specf.	SF	2,000	\$ 0.25	\$ 500.00	\$ 0.15	\$ 300.00	\$ 0.25	\$ 500.00
200	Remv and Replce line post as per specf.	LF	400	\$ 0.25	\$ 100.00	\$ 0.15	\$ 60.00	\$ 0.25	\$ 100.00
201	Remv and Replce Terminal post as per specf.	LF	200	\$ 0.25	\$ 50.00	\$ 0.15	\$ 30.00	\$ 0.25	\$ 50.00
202	Remv and Replce Gate post as per specf.	LF	100	\$ 0.25	\$ 25.00	\$ 0.25	\$ 25.00	\$ 0.25	\$ 25.00
203	Allowance for work not covered under the items.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
TOTALS					\$ 54,275.00		\$ 56,555.00		\$ 67,067.00
ALT. PRICE									
10VC-1	Install 1" mesh vinyl coated post and rails (add or deduct)	SF	500	\$ 5.00	\$ 2,500.00	\$ 10.00	\$ 5,000.00	\$ 2.00	\$ 1,000.00
10VC-2	Install 2" mesh vinyl coated post and rail (add or deduct)	SF	500	\$ 5.00	\$ 2,500.00	\$ 10.00	\$ 5,000.00	\$ 4.00	\$ 2,000.00
					\$ 5,000.00		\$ 10,000.00		\$ 3,000.00

**INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION**

**PROJECT 2023 ANNUAL FENCE CONTRACT**

**BID**

**DATE: January 10, 2023**

**SPTALE CONSTRUCTION  
2013 CROMPOND RD SUITE 3  
YORKTOWN HEIGHTS, NY 10598**

**RESIDENTIAL FENCES CORP  
1775 ROUTE 25  
RIDGE, NY 11961**

**D.F. EASTWOOD CONSTR.  
1320 MOTOT PARKWAY  
ISLANDIA, NY 11749**

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
4A	Rem. existing 4' Chain Link Fence (CHLF) incl gates, etc.	LF	250	\$ 10.00	\$ 2,500.00	\$ 6.00	\$ 1,500.00	\$ 3.50	\$ 875.00
4B	Install 4' CHLF incl. term. & line posts, footings, top & btm rail.	LF	250	\$ 40.00	\$ 10,000.00	\$ 48.00	\$ 12,000.00	\$ 75.00	\$ 18,750.00
4C	Install 4' CHLF gate incl. posts & footings	LF	32	\$ 50.00	\$ 1,600.00	\$ 400.00	\$ 12,800.00	\$ 250.00	\$ 8,000.00
6A	Rem. Exist 6' CL Fence incl gates, posts & footings	LF	250	\$ 10.00	\$ 2,500.00	\$ 9.00	\$ 2,250.00	\$ 3.50	\$ 875.00
6B	Install 6' CHLF incl. term. & line posts, top & btm rails, foot.	LF	300	\$ 60.00	\$ 18,000.00	\$ 70.00	\$ 21,000.00	\$ 90.00	\$ 27,000.00
6C	Install 6' CHLF Gate incl. posts & footings	LF	32	\$ 60.00	\$ 1,920.00	\$ 600.00	\$ 19,200.00	\$ 280.00	\$ 8,960.00
8A	Remv. Exist 8' CHLF incl. gates, posts & footings	LF	100	\$ 15.00	\$ 1,500.00	\$ 12.00	\$ 1,200.00	\$ 5.00	\$ 500.00
8B	Install 8' CHLF incl. term & line posts, top & btm rails, foot.	LF	250	\$ 70.00	\$ 17,500.00	\$ 85.00	\$ 21,250.00	\$ 150.00	\$ 37,500.00
8C	Install 8' CHLF gate incl. posts, and footings	LF	32	\$ 60.00	\$ 1,920.00	\$ 800.00	\$ 25,600.00	\$ 425.00	\$ 13,600.00
100	Install galvanized CHLF fabric to posts, rails as per specf.	SF	2,000	\$ 5.00	\$ 10,000.00	\$ 10.00	\$ 20,000.00	\$ 11.50	\$ 23,000.00
200	Remv and Replece line post as per specf.	LF	400	\$ 43.75	\$ 17,500.00	\$ 25.00	\$ 10,000.00	\$ 35.00	\$ 14,000.00
201	Remv and Replece Terminal post as per specf.	LF	200	\$ 45.00	\$ 9,000.00	\$ 35.00	\$ 7,000.00	\$ 40.00	\$ 8,000.00
202	Remv and Replece Gate post as per specf.	LF	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00
203	Allowance for work not covered under the items.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
<b>TOTALS</b>					\$ 113,940.00		\$ 173,800.00		\$ 180,060.00
<b>ALT. PRICE</b>									
10VC-1	Install 1" mesh vinyl coated post and rails (add or deduct)	SF	500	\$ 10.00	\$ 5,000.00	\$ 5.00	\$ 2,500.00	\$ 11.50	\$ 5,750.00
10VC-2	Install 2" mesh vinyl coated post and rail (add or deduct)	SF	500	\$ 10.00	\$ 5,000.00	\$ 5.00	\$ 2,500.00	\$ 11.50	\$ 5,750.00

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

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To: Mayor Robert Kennedy

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

Date: February 1, 2023

**RE: COLLECTION OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**

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The Village currently has approximately 8,321 primary users for the collection of municipal solid waste with an additional 770 secondary users (multi-family houses). Due to increased disposal tonnage, it is estimated that our overall disposal cost will increase by approximately \$150,000.00 for fiscal year ending 2024. In order to account for this increased cost for waste collection the Village must consider an increase to the User Fee. The proposed increase for the User Fee would be as follows:

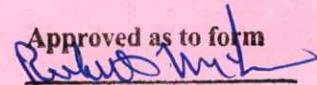
<b>Residential</b>	<b>Current Rate</b>	<b>New Rate</b>
Single family Residence	\$518.00 per year	\$536.00 per year
Two Family Residence	\$1,006.00 per year	\$1,054.00 per year
Three Family Residence	\$1,494.00 per year	\$1,572.00 per year
Four Family Residence	\$1,982.00 per year	\$2,090.00 per year
Per unit cost for over Four Family Residence	\$488.00 per year	\$518.00 per year

<b>Commercial</b>	<b>Current Rate</b>	<b>New Rate</b>
Single business (MSW pick up two times a week)	\$518.00 per year	\$536.00 per year
Single business (exceeding max. allowance x 2)	\$1,006.00 per year	\$1,054.00 per year
Single business (exceeding max. allowance x 3)	\$1,494.00 per year	\$1,572.00 per year
Single business (exceeding max. allowance x 4)	\$1,982.00 per year	\$2,090.00 per year
Single business (MSW pick up four times a week)	\$1,006.00 per year	\$1,054.00 per year
Collection of Corrugated Cardboard	\$125.00 per year	\$250.00 per year



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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on July 26, 2021, the Board awarded the bid of Collection of Municipal Solid Waste and Recyclable Materials 2022 to Alpha Carting and Contracting Service Inc., 70 Princess Avenue, Bayshore, NY 11706 in the amount of \$1,966,761.12 per year (with an annual increase each year based on the yearly Consumer Price Index) for the term March 1, 2022 through February 28, 2027 with a possible five year extension; and

**WHEREAS**, the Village currently has approximately 8,321 primary users for the collection of municipal solid waste with an additional 770 secondary users (multi-family houses); and

**WHEREAS**, due to increased disposal tonnage, it is estimated that our overall disposal cost will increase by approximately \$150,000.00 for the fiscal year ending 2024; and

**WHEREAS**, in order to account for this increased cost for waste collection, the Village must consider an increase to the User Fee; and

**WHEREAS**, it is therefore recommended that the Sanitation User Fee be increased as follows:

<b>Residential</b>	<b>Current Rate</b>	<b>New Rate</b>
Single family Residence	\$518.00 per year	\$536.00 per year
Two Family Residence	\$1,006.00 per year	\$1,054.00 per year
Three Family Residence	\$1,494.00 per year	\$1,572.00 per year
Four Family Residence	\$1,982.00 per year	\$2,090.00 per year
Per unit cost for over Four Family Residence	\$488.00 per year	\$518.00 per year
<b>Commercial</b>	<b>Current Rate</b>	<b>New Rate</b>
Single business (MSW pick up two times a week)	\$518.00 per year	\$536.00 per year
Single business (exceeding max. allowance x 2)	\$1,006.00 per year	\$1,054.00 per year
Single business (exceeding max. allowance x 3)	\$1,494.00 per year	\$1,572.00 per year
Single business (exceeding max. allowance x 4)	\$1,982.00 per year	\$2,090.00 per year
Single business (MSW pick up four times a week)	\$1,006.00 per year	\$1,054.00 per year
Collection of Corrugated Cardboard	\$125.00 per year	\$250.00 per year

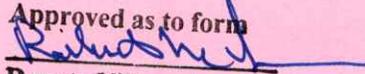
**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, Board approve and the Mayor be and hereby increase the Sanitation User Fee as set forth above.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe	VOTING
Trustee Martinez	VOTING

Trustee Squeri  
Trustee Sanchez  
Mayor Kennedy

VOTING  
VOTING  
VOTING

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works July 28, 2021  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 26, 2021:

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

**WHEREAS**, the Department of Public Works for the Village of Freeport has solicited bids for the Collection of Municipal Solid Waste and Recyclable Materials 2022; and

**WHEREAS**, three (3) bids were received on June 2, 2021 for the referenced contract; and

**WHEREAS**, the bids ranged from a high bid of \$6,791,560.00 to a low bid of \$1,966,761.12; and

**WHEREAS**, the contract will begin on March 1, 2022 and be for a term of five years with a possible five year extension; and

**WHEREAS**, the current sanitation contract has an annual cost of \$1,435,877.70; and

**WHEREAS**, the lowest responsible bidder was Alpha Carting and Contracting Service Inc., 70 Princess Avenue, Bayshore, NY 11706 in the amount of \$1,966,761.12 per year (with an annual increase each year based on the yearly Consumer Price Index); and

**WHEREAS**, funding for this contract will be included in the annual fiscal budget A816004 547700 and financed by the Village's sanitation user fee; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award the bid of Collection of Municipal Solid Waste and Recyclable Materials 2022 to Alpha Carting and Contracting Service Inc., 70 Princess Avenue, Bayshore, NY 11706 in the amount of \$1,966,761.12 per year (with an annual increase each year based on the yearly Consumer Price Index) for the term March 1, 2022 through February 28, 2027 with a possible five year extension.

The Clerk polled the Board as follows:

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

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

Trustee Sanchez  
Mayor Kennedy

In Favor  
In Favor

---

cc:

X Auditor

X Assessor

X Attorney

X Bldg. Dept.

       Board & Comm.

X Claims Examiner Aide

X Comptroller

X Court

X Electric Utilities

X Fire Dept.

X File

X Personnel

X Police Dept.

X Publicity

X Public Works

X Purchasing

X Registrar

X Rec. Center

X Treasurer

X Dep. Treasurer

X Dep. V. Clerk

       OTHER

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

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Howard E. Colton, Village Attorney  
**DATE:** January 27, 2023  
**RE:** Bee Ready Fishbein Hatter & Donovan Agreement

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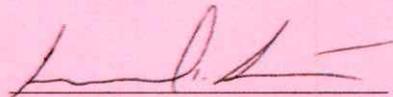
Attached please find a proposed renewal agreement for Bee Ready Fishbein Hatter & Donovan, LLP, 170 Old Country Road, Suite 200, Mineola, New York 11501.

The agreement provides for legal services related to labor relations, both in the negotiation of collective bargaining agreements and in judicial / administratively litigated matters. The annual retainer for three consecutive years of the agreement is \$36,000, which remains the same from the last contract. Litigation matters are billed at an hourly rate of \$225.00 which also remains the same from the last contract.

The agreement is for the period beginning March 1, 2023 and ending February 28, 2026.

The funds are available on budget line A142004 545700 Non Employee Salaries and A193004 545500 Judgments and Claims.

If this meets with your approval, please place this on the next available Board agenda for authorization for the Mayor to sign any documentation necessary to effectuate this agreement.



Howard E. Colton  
Village Attorney

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

**WHEREAS**, the Village of Freeport requires the services of a law firm which specializes in labor law and relations; and

**WHEREAS**, Bee Ready Fishbein Hatter & Donovan, LLP, 170 Old Country Road, Suite 200, Mineola, New York 11501 has the required experience and qualifications to perform the services required and has in fact been performing them satisfactorily under an agreement set to expire February 28, 2023; and

**WHEREAS**, the Village Attorney of the Village of Freeport recommends that the Village continue its relationship with Bee Ready Fishbein Hatter & Donovan, LLP; and

**WHEREAS**, Bee Ready Fishbein Hatter & Donovan, LLP has proposed a set of fees (with no change from the prior agreement), as follows:

1. An annual retainer of \$36,000 for the three year agreement;
2. For judicial and administratively litigated materials, an hourly rate of \$225.00 per hour.

**WHEREAS**, this contract will be paid out of A142004 545700 Non Employee Salaries and A193004 545500 Judgments and Claims and funds are available for this expense; and

**NOW THEREFORE**, be it resolved that the Mayor be and hereby is authorized to sign any paperwork necessary to effectuate an agreement between the Village of Freeport and Bee Ready Fishbein Hatter & Donovan, LLP, 170 Old Country Road, Suite 200, Mineola, New York 11501 for a term of three years effective March 1, 2023 through February 28, 2026, at the rates outlined herein.

The Clerk polled the Board at follows:

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

PETER A. BEE\*  
RICHARD P. READY  
PETER M. FISHBEIN †  
JAMES R. HATTER  
KENNETH A. GRAY  
WILLIAM C. DeWITT  
ANDREW K. PRESTON\*\*

OF COUNSEL

EDWARD P. RA

\* ALSO ADMITTED IN FL

\*\* ALSO ADMITTED IN NJ

† DECEASED

**BEE READY FISHBEIN HATTER & DONOVAN, LLP**

**B R F H & D**  
ATTORNEYS-AT-LAW

SENIOR ASSOCIATES

\*\*STEPHEN L. MARTIR  
DEANNA D. PANICO

ASSOCIATES

PETER OLIVERI, JR.  
RHODA Y. ANDORS  
THEODORE GORALSKI  
MORGAN A. CLINE  
JASON P. BERTUNA  
\*\*CHRISTOPHER J. NEUMANN  
ANTHONY C. VASSALLO

January 4, 2023

Howard Colton, Village Attorney  
Village of Freeport  
46 North Ocean Avenue  
Freeport, NY 11520

***Re: Legal Services***

Dear Mr. Colton:

My firm's current base personal service contract with the Village of Freeport for collective bargaining-related matters was made pursuant to letter agreement dated November 6, 2019, and recites an arrangement through February 28, 2023.

We have been proud to serve the Village during this time and believe that we have done so in an efficient and cost-effective manner.

We would like to continue handling the Village's labor and employment matters, as well as various municipal law matters. Additionally, we look forward to dealing with the many collective bargaining issues that arise on an "ongoing" basis. Specifically, we look forward to continuing to assist the Village with:

- a) ongoing and routine civil service questions;
- b) compliance with federal employment laws, e.g., the Family and Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA"), and the Fair Labor Standards Act ("FLSA");
- c) compliance with state employment laws regulating leave entitlements, disability laws, and other wage/hour laws;
- d) responding to ongoing CSEA & PBA demands for bargaining ("impact" and otherwise) during the life of their respective CBAs, and in the preparation and drafting of proposals for eventual new CBA bargaining;
- e) acting as the Village's Chief Negotiator in any collective bargaining;

- f) preparing and executing any appropriate Memoranda of Agreement; and
- g) responding to ongoing routine inquiries regarding all aspects of municipal law.

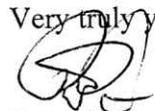
For the foregoing services, we propose to keep our current monthly retainer fee (covering the foregoing) without increase, *i.e.*, \$3,000.00 per month, for a successor three-year period.

Similarly, we will continue to handle judicial and administrative litigated matters (non-insurance assigned), including CBA arbitrations, at a reduced municipal hourly rate of \$225.00. We will keep this rate effect for the period of our successor retainer, *i.e.* March 1, 2023 to February 28, 2026.

If this is agreeable, kindly countersign and return to us a copy of this letter.

Thank you.

Very truly yours,



Peter A. Bee

PAB:je

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Agreed for Village

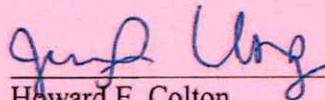
**INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT  
OFFICE OF THE VILLAGE ATTORNEY**

**TO:** Robert T. Kennedy, Mayor  
**FROM:** Howard E. Colton, Village Attorney  
**DATE:** January 27, 2023  
**RE:** Renewal of Bond Counsel – Hawkins Delafield & Wood LLP

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At the February 26, 2018 Board meeting, the Request for Proposals for Bond Counsel was awarded to Hawkins, Delafield & Wood LLP, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007, for an initial term of 3 years. Their fees were the lowest of all the firms that responded to the request for proposals. During negotiations, they agreed to waive the fee for review of Official Statements and stipulated that they will keep their costs frozen for the entire length of the contract with the Village. As this is a professional services contract, it is not necessary to re-bid this contract at this time, and it can be renewed for additional terms. As such, this contract was renewed for the 2022/23 fiscal year. I am requesting that the contract for Bond Counsel with Hawkins, Delafield & Wood, LLP be renewed for an additional one year term, running from March 1, 2023 through February 29, 2024 with no changes in costs from the previous term. Based on prior years of billing, the anticipated cost will not exceed \$30,000. I have attached the Letter of Engagement for your review.

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



Howard E. Colton  
Village Attorney

By: Jennifer Ungar  
Deputy Village Attorney

Approved as to form

Village Attorney 1/27/2023

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

**WHEREAS**, at the February 26, 2018, the Board awarded the contract for Bond Counsel services to Hawkins Delafield & Wood, LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 for a three year term ending February 28, 2021 and subsequently renewed for two additional years through February 28, 2023; and

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

**WHEREAS**, in the initial negotiations when awarding this contract, Hawkins Delafield & Wood agreed to waive the cost for review of Official Statements and agreed to keep their costs frozen for the entire length of the contract with the Village; and

**WHEREAS**, it is proposed that this contract be renewed for an additional term running from March 1, 2023 through February 29, 2024 with no increase in fees; and

**WHEREAS**, the proposal offers a BAN fee of \$1,250.00 plus \$.45 per one thousand dollars for an additional amount of \$2,250 with a resolution cost of \$250.00 per note, a total cost of \$3,750.00 for a \$5,000,000 BAN; and

**WHEREAS**, for Bonds, the fee amounts to \$6,750.00 plus \$250.00 for a total of \$7,000.00 per issuance of a \$5,000,000 bond; and

**WHEREAS**, any hourly fees, if required, could be a flat rate of \$195.00 per hour; and

**NOW THEREFORE BE IT RESOLVED**, that the Board approve and the Mayor be authorized to sign any paperwork necessary renew the contract with Hawkins Delafield & Wood LLP 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 for a one year term running from March 1, 2023 through February 29, 2024, at the prices outlined hereinabove (no increase from the previous term of the contract) not-to-exceed \$30,000.

The Clerk polled the Board as follows:

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

Approved as to form  
Village Attorney 1/27/2023



PHONE: 212-820-9300  
FAX: 212-514-8425

7 WORLD TRADE CENTER  
250 GREENWICH STREET  
NEW YORK, NY 10007  
WWW.HAWKINS.COM

NEW YORK  
WASHINGTON  
NEWARK  
HARTFORD  
LOS ANGELES  
SACRAMENTO  
SAN FRANCISCO  
PORTLAND  
ANN ARBOR  
RALEIGH

(212) 820-9662

January 25, 2023

VILLAGE OF FREEPORT, NEW YORK  
(Our File No.: 7673/45823)

Hon. Robert T. Kennedy  
Mayor  
Village of Freeport  
46 North Ocean Avenue  
Freeport, New York 11520

Dear Mayor Kennedy:

Pursuant to the request of the Village, we submit this letter providing for the terms of our engagement as bond counsel to the Village of Freeport, New York (the "Village"). If the Village is in agreement, please sign or arrange for any other appropriate officer of the Village to sign a copy of this letter in the space provided. We are available to answer any questions you may have concerning this letter, or any modifications you may wish to suggest. We are pleased to have the opportunity to serve the Village.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the Village of Freeport, New York. We will be engaged hereunder to render legal advice to the Village as its bond counsel in connection with the issuance of the bonds or notes of the Village pursuant to the New York Local Finance Law and/or other applicable statutes and law (bonds and notes of the Village being referred to herein collectively as "Obligations"). Our primary responsibility as Bond Counsel to the Village will be to render an opinion (the "Opinion"), subject to the completion of proceedings to our satisfaction, regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, excludability of interest on the Obligations from gross income for federal and state income tax purposes.

A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render the Opinion. However, in the process of reaching the point at which we have prepared such a record, we expect to be called upon to perform a number of related functions, including the following:

- (a) Participation in discussions and conferences with representatives of the Village, regarding the Village's financing program and requirements;

(b) Preparation of all financing authorization documents, including bond and note resolutions;

(c) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including federal arbitrage regulations and private activity restrictions and attending to all necessary Internal Revenue Service reporting requirements (but not including preparation of arbitrage rebate and similar reports, which would be billed separately, if requested);

(d) Participation in conferences and telephone conversations with representatives of the Village and the Village's financial advisor in scheduling and structuring each bond and note financing;

(e) Assistance in drafting and review of bond purchase agreements, if applicable, and other forms and underlying documentation relating to the financing;

(f) Review of certain sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Obligations; however, unless provided for and agreed to in a separate agreement, we will not act as disclosure counsel to the Village and therefore will not have any responsibility to assist in the preparation of the official statement or advise with respect to compliance with state and federal securities law, other than with respect to the execution and delivery of the appropriate agreement or undertaking regarding continuing disclosure;

(g) Preparation of continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;

(h) Consultation with the Village, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;

(i) Preparation, drafting and review of closing papers;

(j) Review of municipal bond insurance policies and related documents provided by the bond insurer, in the event a bond or note issue is insured;

(k) Delivery of securities to The Depository Trust Company in New York City to be held in escrow until the closing;

(l) Rendering of our final approving legal opinion with respect to each financing; and

(m) General communication with the Village throughout the course of each financial transaction and at other times.

Our Opinion will be addressed to the Village and will be delivered by us on the date the Obligations are exchanged for their purchase price (the “Closing”).

The Opinion will be based on facts and law existing as of its date. In rendering our Opinion we will rely upon the certified proceedings and other representations and certifications of public officials, counsel for and representatives of the Village, any credit enhancer of or liquidity provider for the Obligations, and the purchasers or underwriters of the Obligations, the trustee for the Obligations, if any, and other persons, furnished to us without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the Village and all other participants in the transaction with applicable laws relating to the Obligations. During the course of this engagement, we will rely on the Village to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that the Village will direct members of its staff and other employees to cooperate with us in this regard. In rendering our Opinion, we are entitled to expressly rely upon the Village’s other counsel as to the issuance: (i) not constituting, creating or being in default in the performance of the Village’s other outstanding contractual duties and obligations, (ii) not being in contravention of any legislative and regulatory provision that is outside the scope of the Opinion, and (iii) not creating any non-compliance with any outstanding judicial or administrative order or decree. Our duties in this engagement are limited to those expressly set forth above.

Unless agreed to in advance by the Village as services to be provided on an hourly basis, as discussed in Exhibit A, our duties do not include, among other things:

- (i) Except as described in paragraphs (f) and (g) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (ii) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission;
- (iii) Preparing blue sky or investment surveys with respect to the Obligations.
- (iv) Drafting state constitutional or legislative amendments;
- (v) Pursuing test cases or other litigation such as contested validation proceedings;
- (vi) Making an investigation or expressing any view as to the creditworthiness or financial strength of the Village or any other party or of the Obligations;

- (vii) Responding to inquiries, information requests, investigations or other communications from the Internal Revenue Service, or the SEC or representing the Village in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations; and
- (viii) Addressing any other matter not specifically set forth above that is not required to render our Opinion.

It is expressly agreed that the Village shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the Village no duty regarding, the financial structuring or feasibility of any arrangement nor any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto.

In delivering our Opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Village.

It is also expressly agreed that (i) our client for purposes of this representation is the Village and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the Village or in which the Village has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement.* Either the Village or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Village's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the Village in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents.* At the Village's request, its papers and property will be returned to it or delivered to successor counsel, as the Village may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.* After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the Village during

the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.* Fees for our services in connection with this engagement shall be calculated as described in the attached Exhibit A. In addition to, and not in limitation of, any other rights, the Village may have a right to arbitrate fee disputes under applicable law, including Part 137 of Title 22 of the Codes, Rules and Regulations of the State of New York, to the extent applicable, a copy of which we will provide you upon request.

6. *Consent to Conflict; Non-reliance upon Hawkins Representations.* The firm from time to time has represented, currently represents, and may in the future represent, various underwriters or purchasers of municipal bonds in financings involving other issuers. The Village consents to the firm simultaneously representing such underwriters or purchasers and the Village. The Village acknowledges and agrees that it has not relied upon any firm representations or statements of any kind in deciding to give its consent. Instead, to the extent it has deemed it necessary, the Village has consulted with other independent counsel and it has exclusively relied upon such other counsel in deciding to consent.

7. *Attorney-Client Privilege.* In recent years, several courts have held that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The Village agrees that any communications between the lawyers and staff working on the Village of Freeport matters and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

8. *Client Responsibilities.* The Village agrees to cooperate fully with us and to provide promptly all information known or available to the Village relevant to our representation. The Village also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

9. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the Village. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,



Robert P. Smith

Agreed and Accepted:

VILLAGE OF FREEPORT

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

Title: \_\_\_\_\_

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

## **Exhibit A**

### Bonds

Our fee relating to a publicly sold serial bond issue would include a base charge of \$1,500 for the preparation of proceedings relating to the sale and issuance of the bonds. In addition, we would charge a bond issuance fee of:

\$ .85 per \$1,000 for the first \$5,000,000 financed

\$ .75 per \$1,000 for the next \$5,000,000 financed

\$ .65 per \$1,000 thereafter.

### Notes

Our fee for publicly sold note issues, including bond anticipation notes, tax anticipation notes, revenue anticipation notes, capital notes, budget notes and deficiency notes, whether original or renewal issues, or issues which combine new obligations with renewal obligations, would include a base charge of \$1,250, plus a fee of:

\$ .45 per \$1,000 for the first \$5,000,000 financed

\$ .40 per \$1,000 for the next \$5,000,000 financed

\$ .35 per \$1,000 thereafter.

### Bond Resolution Preparation Fees

Our fee for the preparation of bond resolutions is \$250 per bond resolution. Such fee would generally be billed together with our fees for the initial serial bonds or bond anticipation notes issued pursuant to such bond resolution(s).

### Refunding Bonds and Other Issues Sold by Negotiated Sale

Due to many variables involved with refunding bond issues (whether sold by competitive or negotiated sale) and other bond and note issues which may be sold by negotiated sale (e.g., issues not subject to public sale requirements), we would propose that the fees for such issues be mutually agreed upon on a per-transaction basis, based on the nature and complexity of the financing, prior to commencing work on any such particular transaction.

### Hourly Fees

In the normal course, we would not expect to bill the Village for any additional hourly time. However, the scope of bond counsel services required in connection with a particular financing sometimes requires additional services. In such event, we would propose to charge a fee of \$195 per hour for attorney time spent on unusual matters, other than those expected to be encountered in the usual course of a bond or note issue. If circumstances dictate that a different rate (lower or higher) be used, we would discuss an alternate rate with the Village prior to commencing work.

If the Village should request specialized federal securities law or tax law services, including services relating to the preparation of arbitrage rebate reports or related work, or services relating to IRS or SEC audits or inquiries, we would propose charging for our services in accordance with our usual fee schedule for these specific services but we would discuss the specific fees with the Village prior to the commencement of any work.

### Incidental Expenses

In addition to the aforesaid fees, we generally bill for our out-of-pocket disbursements, including the following specific items: telephone tolls, postage, duplication of documents, postage, overnight delivery and word processing. The aggregate amount of disbursements is usually nominal, but not subject to precise statement in advance. We would agree to limit our out-of-pocket disbursements to a maximum of \$150 for bond issues and \$75 for note issues.

### Billing Procedure

With respect to bond and note issues, it is our practice to submit a bill within two to four weeks following a closing. Unless otherwise requested by our clients, our statements identify the pertinent financing, state the fee, and enumerate by general category the total amount of disbursements.

**VILLAGE OF FREEPORT  
INTER-OFFICE CORRESPONDENCE**

To: Mayor Robert T. Kennedy  
From: Pamela Walsh Boening, Village Clerk  
Date: January 30, 2023  
Re: Miscellaneous Sidewalk Resolution  
Location: Various  
Contractor: Armond Cement Construction, Co. Inc. Total \$3,881.40

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

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

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

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

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

Sidewalk Survey # MSW 159-2020  
**Owner:** Ann & Henry Lawrence  
102 N Columbus Avenue  
Freeport, NY 11520  
Sec, Blk., Lot (s): 55-226-390  
**Location:** 102 N. Columbus Avenue  
**Contractor:** Armond Cement Construction Co., Inc.  
**Charges:** \$1,748.40

\*\*\*

Sidewalk Survey: #MSW 239-2021

**Owner: Christopher Smith**  
435 W Merrick Road  
Freeport, NY 11520  
Sec, Blk, Lot(s): 54-200-463

**Location: 435 W Merrick Road**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$793.00

\*\*\*

Sidewalk Survey: #MSW 122-2022

**Owner: Zenaida Rentas**  
32 Morris Street  
Freeport, NY 11520  
Sec, Blk, Lot(s): 62-136-4

**Location: 32 Morris Street**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$688.00

\*\*\*

Sidewalk Survey: #MSW 71-2022

**Owner: S. Sanichara and S. Budhan**  
33 Utz Street  
Freeport, NY 11520  
Sec, Blk, Lot(s): 55-376-1239

**Location: 33 Utz Street**

**Contractor:** Armond Cement Construction Co, Inc.

**Charges:** \$652.00

\*\*\*

*Pamela Walsh Boening*

Pamela Walsh Boening, Village Clerk

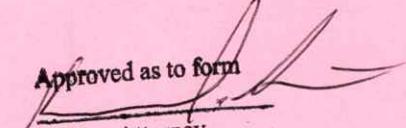
**INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT  
VILLAGE COMPTROLLER'S OFFICE**

**TO:** Robert T. Kennedy, Mayor

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

**DATE:** January 30, 2023

**RE:** BST & Co. CPAs, LLP (BST) Contract Renewal -- Independent Auditing Services for Fiscal Year 2023

Approved as to form  
  
 Village Attorney  
 2/2/2023

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The Village Comptroller, along with the Village Auditor is requesting the Mayor and the Board to renew the contract with BST, 10 British American Blvd., Latham, NY 12110 for the respective contracted services, in addition to add-on work needed and requested below.

The contract is to provide independent auditing services of all of the Village's funds and to render an opinion on the Village's financial statements for the fiscal year ended February 28, 2023. In addition, as part of the audit engagement, the contract requires a statement of internal control, and an audit of the Village to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and an audit of the Village's Justice Court. If applicable, the contract also covers a New York State Department of Transportation Single Audit.

The contract amount is not to exceed \$56,000 for the above services for the term March 1, 2023 through February 29, 2024. There is an option to renew this contract for this respective one-year term.

In addition, to the above services, we have requested BST to prepare and file the Village's Annual Update Document (AUD) with the New York State Office of the State Comptroller (OSC). These services shall include time occurred to resolve any inquiries by OSC as part of their review of the filed AUD. The cost for preparation and filing services shall not exceed \$3,500.

All municipalities with fiscal year ends on or after on or after June 15, 2022 are required to adopt the provisions of GASB Statement No. 87, *Leases* (GASB 87). The adoption of GASB 87 significantly alters accounting and reporting requirements of leasing transactions. All matters related to the Village's adoption of the new lease standard pursuant to GASB 87, will be accounted for and billed separately.

2

This expense has been budgeted for in A132004 545700 – Non Employee Salaries, E7820000 578100 – Electric-Management Services, and WE90104 554570 – Water-Outside Auditors.

Thank you.

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

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

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

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED**, that should the Village require engagement of BST & Co.

CPAs, LLP to assist with compliance with adoption of GASB Statement No. 87, Leases, those fees will be approved by the Board at a later date.

The Clerk polled the Board at follows:

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

Approved as to form  
Village Attorney 2/2/2023

FYE 2022

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

**DIRECTIVE**

TO: Megan Martinez-Ewald, Village Auditor March 12, 2021  
FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, on December 14, 2020 the Board of Trustees authorized the publication of a Request for Proposals for Independent Auditing Services to provide independent auditing services for all of the Village's funds and to render an opinion on the Village's financial statements; and

**WHEREAS**, as part of the audit engagement, the contract requires a statement of internal controls, A single audit of the Village's Schedule of Federal Awards in accordance with OMB Circular A-133, an audit of the Village's Justice Court, and if applicable, a New York State Department of Transportation Single Audit; and

**WHEREAS**, four proposals were received by the return date of January 8, 2021, and the Village met with representatives from the firms; and

**WHEREAS**, upon the recommendation of the Village Auditor, the Board of Trustees has determined that the proposal that best meets the needs of the Village was submitted by BST & Co. CPAs, LLP, 26 Computer Drive West, Albany, New York 12205, due to their expertise and experience in conducting audits of both general municipalities and municipal utilities with a cost of \$56,000 for the term running from March 1, 2021 to February 28, 2022; and

**WHEREAS**, this expense has been budgeted in A132004 545700 – Non Employee Salaries, E7820000 578100 – Electric-Management Services, and WE90104 554570 – Water-Outside Auditors; and

**NOW, THEREFORE BE IT RESOLVED** that the proposal of BST & Co. CPAs, LLP, be approved, the contract for the above-referenced services be awarded to and that the Mayor be authorized to sign any documentation necessary to effectuate an agreement with BST & Co. CPAs, LLP, 26 Computer Drive West, Albany, New York 12205 for Independent Auditing Services at the cost of \$56,000.00 for the first year, with the option to extend for two additional one year terms.

The Clerk polled the Board as follows:

Deputy Mayor Ellerbe In Favor  
Trustee Martinez In Favor

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

Amount equal to that of a Two Family Residence as per the Sanitation Contract and the Sanitation Rules and Regulation established by the Department of Public Works Sanitation Division \$1,054 per year.

Amount equal to that of a Three Family Residence as per the Sanitation Contract and the Sanitation Rules and Regulation established by the Department of Public Works Sanitation Division \$1,572 per year.

Amount equal to that of a Four or more Family Residence as per the Sanitation Contract and the Sanitation Rules and Regulation established by the Department of Public Works Sanitation Division \$2,090 per year, plus \$518 per year for each dwelling unit over four (4).

Commercial Curbside Collection Extra Charges:

Weekly Service for collection of corrugated cardboard - \$250 per year plus user fee established above for disposal.

Additional service charge for commercial establishment that require pickup of reguse four (4) time per week \$536 per year plus user fee established above

**12. PUBLICITY – Randy Milteer**

**13. PURCHASING DEPARTMENT – Kim Weltner**

**14. RECREATION CENTER – Victoria Dinielli**

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

- ✓ a) Request to approve the renewal agreement with Bee Ready Fishbein Hatter & Donovan, LLP, 170 Old Country Road, Suite 200, Mineola, New York, 11501 for legal services, from March 1, 2023 through February 28, 2026, with the annual retainer of \$36,000, with no increase in prices.
- ✓ b) Request approval to renew the professionals services agreement with Hawkins, Delafield & Wood, LLP, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, from March 1, 2023 through February 29, 2024, for a cost not to exceed \$30,000, with no increase in price.

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

- a) Request approval of the following sidewalk resolution in the amount for \$3,881.40 as follows:

102 N Columbus Avenue	\$1,748.40
435 W Merrick Road	\$ 793.00
32 Morris Street	\$ 688.00
33 Utz Street	\$ 652.00

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

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

**DIRECTIVE**

TO: Megan Martinez-Ewald, Village Auditor July 13, 2022  
FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of July 11, 2022:

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

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

**WHEREAS**, the Village Auditor, along with the Village Comptroller, is requesting the Mayor and the Board to renew the contract for a term retroactive to March 1, 2022 and running through February 28, 2023, exercising the first renewal option; and

**WHEREAS**, the contract is to provide independent auditing services of all the Village's funds and to render an opinion on the Village's financial statements for the fiscal year ended February 28, 2022; and

**WHEREAS**, the contract amount is not to exceed in the amount of \$56,000.00 for the term March 1, 2022 through February 28, 2023; and

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Village Auditor, Board approve and the Mayor be and hereby is authorized to execute any documents necessary to approve the contract renewal of BST & Co. CPA, LLP, 26 Computer Drive West, Albany, New York, in the amount of \$56,000.00 for the term March 1, 2022 through February 28, 2023; exercising the first renewal option.

The Clerk polled the Board as follows:

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



January 25, 2023

Mayor and Board of Trustees  
Incorporated Village of Freeport, New York  
46 N. Ocean Avenue  
Freeport, New York 11520

Dear Mayor and Board of Trustees:

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that BST & Co. CPAs, LLP (BST, our, us, we) audit the Incorporated Village of Freeport, New York's (the Village) governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ended February 28, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter ("arrangement letter").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

You have also requested that BST perform the audit of the Village as of February 28, 2023 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, and the Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.



### **The Responsibilities of the Auditor - Continued**

- Consider the Village's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Village's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Mayor and Board of Trustees: (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit; and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the Village complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;



**The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework - Continued**

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Village involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Mayor and Members of the Board of Trustees are responsible for informing us of its views about the risks of fraud, waste or abuse within the Village, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the Village.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and
  - d. Unrestricted access to persons within the Village from whom we determine it necessary to obtain audit evidence.



### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework - Continued**

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

### **Reporting**

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Mayor and Members of the Board of Trustees. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Village's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the Village's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the Village's schedule of expenditures of federal awards for the year ending February 28, 2023;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance; and
4. An accompanying schedule of findings and questioned costs.



### **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Village's books and records. The Village will determine that all such data, if necessary, will be so reflected. Accordingly, the Village will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Village personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Anthony Dalessio, Comptroller. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Non-Audit Services**

In connection with our audit, you have requested us to perform certain non-audit services:

1. Preparation of the financial statements

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Village, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The Village has agreed that Anthony Dalessio, Comptroller possesses suitable skill, knowledge or experience and that the individual understands the services to be performed sufficiently to oversee them. Accordingly, the management of the Village agrees to the following:

1. The Village has designated Anthony Dalessio, Comptroller as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Anthony Dalessio, Comptroller will assume all management responsibilities for subject matter and scope of the preparation of the financial statements;
3. The Village will evaluate the adequacy and results of the services performed; and
4. The Village accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the Village's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

### **Parties' Understandings Concerning Situation Around COVID-19**

To the extent any of the services described herein require a party to visit ("Visiting Party") the other party's facilities ("Host Party") in person, the Visiting Party agrees to comply with the Host Party's rules and regulations regarding COVID-19 safety protocols while on the Host Party's premises, provided the Visiting Party is made aware of such rules and regulations. Further, in the event any of the services described herein need to be suspended and/or rescheduled by a party due to the ongoing situation surrounding COVID-19, the party requesting the suspension or rescheduling of the services will provide the other party with prompt written notice of the foregoing. To the extent such suspension and/or rescheduling of the services impacts either the cost of the services or the ability of the Village or BST to meet any deadlines or timeframes set forth herein, or both, the parties will document this in a written agreement mutually agreed upon and executed by both parties.



### **Other Relevant Information**

BST may mention the Village's name and provide a general description of the engagement in BST client lists and marketing materials.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

### **Fees, Costs, and Access to Workpapers**

In accordance with our proposal dated January 8, 2021, our not-to-exceed fees for the aforementioned services will be \$56,000.

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Village personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Billings are due upon submission.

You have requested BST to prepare and file your Annual Update Document (AUD) with the New York State Office of the State Comptroller (OSC). These services shall include time incurred to resolve any inquiries by OSC as part of their review of the filed AUD. The cost for AUD preparation and filing services shall not exceed \$3,500.

All municipalities with fiscal year-ends on or after June 15, 2022 are required to adopt the provisions of GASB Statement No. 87, *Leases* (GASB 87). The adoption of GASB 87 significantly alters accounting and reporting requirements of leasing transactions. All matters related to the Village's adoption of the new lease standard pursuant to GASB 87, will be accounted for and billed separately.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the Village agrees it will compensate BST for any additional costs incurred as a result of the Village's employment of a partner or professional employee of BST.

### **Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of BST. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of BST's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by BST for the Village under this Arrangement Letter, or any documents belonging to the Village or furnished to BST by the Village.



#### **Use and Ownership; Access to Audit Documentation - Continued**

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable BST policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in BST's form. BST reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Village, the Village will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of BST audit personnel and at a location designated by our firm.

#### **Indemnification, Limitation of Liability, and Claim Resolution**

Because BST will rely on the Village and its management and Mayor and Members of the Board of Trustees to discharge the foregoing responsibilities, the Village agrees to indemnify, hold harmless and release BST and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Village's management.

The Village and BST agree that no claim arising out, from, or relating to the services rendered pursuant to this arrangement letter shall be filed more than two years after the date of the audit report issued by BST or the date of this arrangement letter if no report has been issued. In no event shall BST or the Village, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the "covered parties" and each individually, a "covered party"), be liable for the interruption or loss of business, any lost profits, savings, revenue, goodwill, software, hardware, or data, or the loss of use thereof (regardless of whether such losses are deemed direct damages), or incidental, indirect, punitive, consequential, special, exemplary, or similar such damages, even if advised of the possibility of such damages. To the fullest extent permitted by law, the total aggregate liability of the covered parties arising out of, from, or relating to this arrangement letter, or the report issued or services provided hereunder, regardless of the circumstances or nature or type of claim, including, without limitation, claims arising from a covered party's negligence or breach of contract or warranty, or relating to or arising from a government, regulatory or enforcement action, investigation, proceeding, or fine, will not exceed the total amount of the fees paid by the Village to BST under this arrangement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the Village of its payment obligations to BST under this arrangement letter.



### **Confidentiality**

BST and the Village may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, BST and the Village agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

### **Preexisting Nondisclosure Agreements**

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

### **Personal Information**

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the Village or the Village's customers or other third parties.



### **Personal Information - Continued**

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We will use all such Village-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Village-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

### **Termination**

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.



### Termination - Continued

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

### Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. We also may utilize Confidential Information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by our professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the Village agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The Village agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

*BST & Co, CPAs, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BST & Co, CPAs, LLP also has not performed any procedures relating to this official statement.*

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.



### **Miscellaneous - Continued**

Nothing in this Arrangement Letter shall limit the liability of BST to the Village for any negligence, violation of applicable auditing standards, or other fault in the performance of audit procedures, whether at common law, under the federal securities laws, or pursuant to any applicable state law. Any term of this Arrangement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

### **Notices**

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Arrangement Letter) sent by the Village to BST shall also be sent to the following address: 10 British American Blvd. Latham, New York 12110. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

### **Governing Law**

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles, and applicable U.S. federal law.

### **Entire Agreement**

This Arrangement Letter constitutes the complete and exclusive statement of agreement between BST and the Village, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

### **Electronic Signatures and Counterparts**

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated



**Electronic Signatures and Counterparts - Continued**

into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

**Acknowledgement and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Very truly yours,

BST & Co CPAs, LLP



Brendan K. Kennedy, Partner

BKK/ldb  
Attachment

CONFIRMED ON BEHALF OF VILLAGE OF INCORPORATED VILLAGE OF FREEPORT, NEW YORK:

\_\_\_\_\_  
Robert T. Kennedy, Mayor

\_\_\_\_\_  
Date





Pittsburgh  
3325 Saw Mill Run Blvd.  
Pittsburgh, PA 15227-2736

Wheeling  
21 Warden Run Rd., Suite 102  
Wheeling, WV 26003

Phone 412-885-5045  
Fax 412-885-4870  
www.gbaco.com

## Report on the Firm's System of Quality Control

May 17, 2021

To the Partners of BST & Co. CPAs, LLP and  
the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BST & Co. CPAs, LLP (the firm) in effect for the year ended August 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BST & Co. CPAs, LLP in effect for the year ended August 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. BST & Co. CPAs, LLP has received a peer review rating of pass.

*Goff Backa Alfera & Company, LLC*

GOFF BACKA ALFERA & COMPANY, LLC

INTERDEPARTMENTAL CORRESPONDENCE ONLY  
INCORPORATED VILLAGE OF FREEPORT  
VILLAGE COMPTROLLER'S OFFICE

TO: Robert T. Kennedy, Mayor

FROM: Anthony N. Dalessio, CPA, Village Comptroller 

DATE: January 24, 2023

RE: Budget Transfer Request – 2022-2023 Operating Budget

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Pursuant to Section 5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to retroactively execute the transfer below to the 2022/2023 fiscal year operating budget.

The purpose of the following transfer is to appropriate the necessary funding to cover the purchase of an AutoSeal Desktop Pressure Sealer machine used by many departments, and used for such tasks as preparation of W-2s to be distributed on January 31. In addition, this machine is used regularly for Accounts Payable and Payroll checks.

FROM:

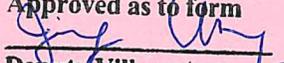
A 141002 520100	CLERK – EQUIPMENT	\$750
A131504 545300	COMPTROLLER – SCHOOLS AND SEMINARS	\$1700
A131504 545700	COMPTROLLER – NON EMPLOYEE SALARIES	\$1750

TO:

A 131502 520100	COMPTROLLER – EQUIPMENT	\$4200
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Please note that an appropriate allocation will be made to Water and Electric.

Thank you.

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, pursuant to §5-520 of the New York State Village Law, authorization is requested for the Village Comptroller to retroactively execute the following transfer to the fiscal year 2022/2023 operating budget:

**FROM:**

A 141002 520100	CLERK – EQUIPMENT	\$750
A131504 545300	COMPTROLLER – SCHOOLS AND SEMINARS	\$1700
A131504 545700	COMPTROLLER – NON EMPLOYEE SALARIES	\$1750

**TO:**

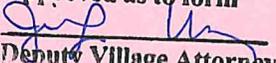
A 131502 520100	COMPTROLLER – EQUIPMENT	\$4200
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**WHEREAS**, the purpose of the above transfer is to appropriate the necessary funding to cover the purchase of an AutoSeal Desktop Pressure Sealer machine used by many departments, and used for such tasks as preparation of W-2s to be distributed on January 31; in addition, this machine is used regularly for Accounts Payable and Payroll checks; and

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

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

---

To: Mayor Robert T. Kennedy

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

Date: January 26, 2023

---

**Re: 2023 ANNUAL WATER QUALITY TESTING SERVICES**

Fifteen bids (15) were picked up and two (2) bids were received for the December 20, 2022 bid opening for the referenced requirements contract. This contract provides for water quality testing for the Village of Freeport drinking water. The water is tested for bacteriological contaminants, organic compounds, inorganic compounds, pesticides, lead, copper, nitrates, and other contaminants. This testing is mandated by Nassau County Department of Health and must be performed by a qualified testing laboratory.

Bids range from a high bid of \$166,500.00 to a low bid of \$105,180.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your review. Funding for this service is included in the Water Department Operating Budget (WE95004 549810).

**Pace Analytical, 575 Broadhollow Road, Melville, N.Y. 11747**, was the low bidder in the amount of **\$105,180.00**. Pace Analytical is currently in contract with the Village to perform lab services.

The contract will begin on March 1, 2023 and end on February 29, 2024, with an option for two one-year extension if mutually accepted. If the Contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract

Accordingly, it is recommended that the contract, **2023 ANNUAL WATER QUALITY TESTING SERVICES** be awarded to,

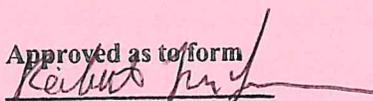
**Pace Analytical**  
**575 Broadhollow Road**  
**Melville, N.Y. 11747**

in the annual amount of **\$105,180.00** this contract total bid retroactively effective March 1, 2023 through February 29, 2024.



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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on November 28, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2023 Annual Water Quality Testing Services”; and

**WHEREAS**, fifteen (15) bids were picked up and two (2) bids were received for the December 20, 2022 bid opening for the referenced requirements contract; and

**WHEREAS**, the bids range from a high bid of \$166,500.00 to a low bid of \$105,180.00, and the Village has reviewed and checked all bids and find them in good order; and

**WHEREAS**, the lowest responsible bidder was submitted by Pace Analytical, 575 Broadhollow Road, Melville, N.Y. 11747, in the amount of \$105,180.00; and

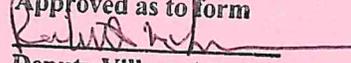
**WHEREAS**, the contract will begin on March 1, 2023 and end on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted, with all unit prices remaining in effect for the extension of the contract; and

**WHEREAS**, funding for this service is included in the Water Department Operating Budget (WE95004 549810); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Annual Water Quality Testing Services to Pace Analytical, 575 Broadhollow Road, Melville, N.Y. 11747, in the amount of \$105,180.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works November 30, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, the Water Department uses an outside lab to provide water quality testing for the Village of Freeport drinking water; and

**WHEREAS**, the water is tested for bacteriological contaminants, organic compounds, inorganic compounds, pesticides, lead, copper, nitrates, and other contaminants; this testing is mandated by Nassau County Department of Health and must be performed by a qualified testing laboratory; and

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

**WHEREAS**, the Water & Sewer Department is requesting permission to advertise a Notice to Bidders for the 2023 Annual Water Quality Testing Services; and

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

**WHEREAS**, the estimated cost of the contract is \$50,000.00, and funding is anticipated to be included in the Water Department Operating Budget (WE95004 549810); and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2023 Annual Water Quality Testing Services” in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

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

**INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION**

**PROJECT: 2023 ANNUAL WATER QUALITY TESTING SERVICES**

**DATE: December 20, 2022**

**PACE ANALYTICAL  
575 BROADHOLLOW ROAD  
MELLVILLE, NY 11747**

**EUROFINS EATON ANALYTICAL  
110 SOUTH HILL STREET  
SOUTH BEND, IN 46617**

ITEM NO.	DESCRIPTION	FREQUENCY	TOTAL NO. OF SAMPLES	UNIT COST		TOTAL COST	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	DISTRIBUTION MONITORING GROUP						
1D	IOC'S-Inorganics	4/SEMI ANNUALLY	16	\$ 275.00	\$ 4,400.00	\$ 550.00	\$ 8,800.00
2D	POC'S-Volatile Organics	4/SEMI ANNUALLY	16	\$ 125.00	\$ 2,000.00	\$ 110.00	\$ 1,760.00
3D	MIC-Microbiological	65/MONTH	1200	\$ 16.00	\$ 19,200.00	\$ 40.00	\$ 48,000.00
4D	THM/HAA5(DBP)	4/ANNUALLY	8	\$ 225.00	\$ 1,800.00	\$ 170.00	\$ 1,360.00
5D	MONTHLY BACTERIA SUMMARY	1/MONTH	24	\$ 45.00	\$ 1,080.00	\$ 40.00	\$ 960.00
	SOURCE MONITORING GROUP CODE						
1S	IOC'S-Inorganics	16/ANNUALLY	32	\$ 275.00	\$ 8,800.00	\$ 550.00	\$ 17,600.00
2S	SOC'S (2)-Pesticides &	16/ANNUALLY	32	\$ 995.00	\$ 31,840.00	\$ 1,535.00	\$ 49,120.00
3S	POC'S-Volatile Organics	16/QUARTERLY	100	\$ 125.00	\$ 12,500.00	\$ 110.00	\$ 11,000.00
4S	MIC-Microbiological	20/QUARTERLY	100	\$ 16.00	\$ 1,600.00	\$ 40.00	\$ 4,000.00
5S	PERCHLORATE	15/ANNUALLY	80	\$ 75.00	\$ 6,000.00	\$ 65.00	\$ 5,200.00
	OTHER ANALYSIS						
10	LEAD AND COPPER (3)	60/ANNUALLY	240	\$ 20.00	\$ 4,800.00	\$ 24.00	\$ 5,760.00
20	IRON ONLY	AS NEEDED	120	\$ 15.00	\$ 1,800.00	\$ 12.00	\$ 1,440.00
30	LEAD ONLY	AS NEEDED	100	\$ 12.00	\$ 1,200.00	\$ 12.00	\$ 1,200.00
40	COPPER ONLY	AS NEEDED	100	\$ 12.00	\$ 1,200.00	\$ 12.00	\$ 1,200.00
50	NITRATE	AS NEEDED	32	\$ 15.00	\$ 480.00	\$ 25.00	\$ 800.00
60	NITRITE	AS NEEDED	32	\$ 15.00	\$ 480.00	\$ 25.00	\$ 800.00
1P	SAMPLE PICK UP	2 PER WEEK	150	\$ 40.00	\$ 6,000.00	\$ 50.00	\$ 7,500.00
	<b>TOTAL:</b>				<b>\$ 105,180.00</b>		<b>\$ 166,500.00</b>

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

---

To: Mayor Robert T. Kennedy

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

Date: January 26, 2023

---

**Re: 2023 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)**

Seven (7) bids were distributed and one bid was received for the December 20, 2022 bid opening for the referenced purchase contract. This contract provides a unit price for calcium hypochlorite tablets. Water Plant Operators use calcium hypochlorite in the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement.

Eagle Control Corporation, 23 Old Dock Road, Yaphank, NY 11980 was the sole bidder in the amount of \$56,805.00. We have reviewed and checked the bid and find them in good order. Attached is a copy of the bid tabulation for your use. Eagle Control Corporation is currently the supplier of calcium hypochlorite tablets for the Village and we currently pay \$148.80 per fifty pound container. The new contract will be \$162.30 per fifty pound container.

Funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals. (WE96004 541210)

The contract will be for a term of one year beginning March 1, 2023, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

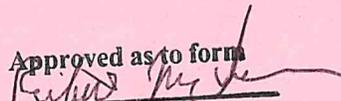
Accordingly, it is recommended that the contract,  
**2023 FURNISHING OF CALCIUM HYPOCHLORITE (TABLET)**  
be awarded to the lowest responsible bidder,

Eagle Control Corporation  
23 Old Dock Road  
Yaphank, NY 11980

in the amount of **\$56,805.00** for this contract total bid effective March 1, 2023 through February 29, 2024.



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

Approved as to form  
  
Deputy Village Attorney

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

**WHEREAS**, on November 28, 2022, the Board authorized the Village Clerk to publish a Notice to Bidders for the “2023 Furnishing of Calcium Hypochlorite (Tablet)”;

**WHEREAS**, seven (7) bids were distributed and one (1) bid was received for the December 20, 2022 bid opening for the referenced purchase contract;

**WHEREAS**, the sole and responsible bidder was submitted by Eagle Control Corporation, 23 Old Dock Road, Yaphank, NY 11980, in the amount of \$56,805.00;

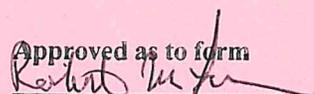
**WHEREAS**, the contract will begin on March 1, 2023 and end on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted, with all unit prices remaining in effect for the extension of the contract;

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

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Furnishing of Calcium Hypochlorite (Tablet) to Eagle Control Corporation, 23 Old Dock Road, Yaphank, NY 11980, in the amount of \$56,805.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works November 30, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, the Water Department uses various products to treat the water prior to being pumped into the distribution system; and

**WHEREAS**, one product is Calcium Hypochlorite tablets; the Water Plant Operators use Calcium Hypochlorite tablet in the water system as a disinfectant and to comply with the Nassau County Department of Health requirement; and

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

**WHEREAS**, the Water & Sewer Department is requesting permission to advertise a Notice to Bidders for the 2023 Furnishing of Calcium Hypochlorite (Tablet); and

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

**WHEREAS**, the estimated cost of the contract is \$34,000.00, and funding is anticipated to be included in the Water Department Operating Budget (WE96004 541210); and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2023 Furnishing of Calcium Hypochlorite (Tablet)” in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

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

**INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION**

**PROJECT: 2023 FURNISHING CALCIUM HYPOCHLORITE (TABLET)  
FOR FREEPORT WATER DEPARTMENT**

**DATE: December 20, 2022**

**EAGLE CONTROL CORP.  
23 OLD DOCK ROAD  
YAPHANK, NY 11980**

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST
1	CALCIUM HYPOCHLORITE (TABLET) - WATER DEPT	50 LBS/CONT	350	\$ 162.30	\$56,805.00
<b>TOTAL</b>					<b>\$56,805.00</b>

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

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To: Mayor Robert T. Kennedy

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

Date: January 26, 2023

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

Fourteen bids were picked up and three bids were received for the December 20, 2022 bid opening for the referenced purchase contract. This contract provides a unit price for liquid sodium hypochlorite. Water Plant Operators introduce liquid Sodium Hypochlorite into the water system as a disinfectant. This is done to comply with a Nassau County Department of Health requirement.

Bids range from a high bid of \$210,431.20 to a low bid of \$126,280.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541210).

The contract will be for a term of one year beginning March 1, 2023, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

PVS Minibulk, Inc., 10900 Harper Avenue, Detroit, MI. 48213 was the low bidder in the amount of \$126,280.00. We have checked the low bidder's references and all appear to be in order.

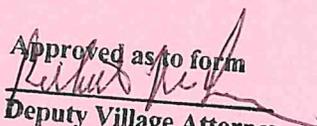
Accordingly, it is recommended that the contract,  
**2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE**  
be awarded to the lowest responsible bidder,

PVS Minibulk, Inc.  
10900 Harper Avenue  
Detroit, MI. 48213

in the amount of **\$126,280.00** for this contract total bid effective March 1, 2023 through February 29, 2024.



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

Approved as to form  
  
Deputy Village Attorney

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

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

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

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

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

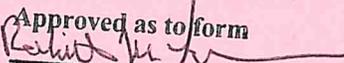
**WHEREAS**, the contract will begin on March 1, 2023 and end on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted; with all unit prices remaining in effect for the extension of the contract; and

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

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

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works November 30, 2022  
FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, the Water Department uses various products to treat the water prior to being pumped into the distribution system; and

**WHEREAS**, one product is liquid Sodium Hypochlorite; the Water Plant Operators introduce liquid Sodium Hypochlorite into the water system as a disinfectant and to comply with the Nassau County Department of Health requirement; and

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

**WHEREAS**, the Water & Sewer Department is requesting permission to advertise a Notice to Bidders for the 2023 Furnishing of Liquid Sodium Hypochlorite; and

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

**WHEREAS**, the estimated cost of the contract is \$35,000.00, and funding is anticipated to be included in the Water Department Operating Budget (WE96004 541210); and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2023 Furnishing of Liquid Sodium Hypochlorite” in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

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

**INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION**

**PROJECT: 2023 FURNISHING OF LIQUID SODIUM HYPOCHLORITE  
FOR FREEPORT WATER DEPARTMENT**

**DATE: December 20, 2022**

**PVS MINIBULK, INC.  
10900 HARPER AVENUE  
DETROIT, MI 48213**

**KUEHNE CHEMICALS CO  
86 N. HACKENSACK AVE  
KEARNY, NJ 07032**

**COYNE CHEMICAL  
3015 STATE ROAD  
CROYDON, PA 19021**

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	TOTAL		TOTAL		TOTAL	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	LIQUID SODIUM HYPOCHLORITE - WATER DEPT	GAL	28,000	\$ 4.51	\$ 126,280.00	\$ 5.50	\$ 154,000.00	\$ 7.52	\$ 210,431.20
<b>TOTALS</b>					<b>\$ 126,280.00</b>		<b>\$ 154,000.00</b>		<b>\$ 210,431.20</b>

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

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To: Mayor Robert T. Kennedy

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

Date: January 26, 2023

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**Re: 2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE**

Eight bids were picked up and four bids were received for the December 20, 2022 bid opening for the referenced purchase contract. This contract provides a unit price for sodium hexametaphosphate which is used for sequestering iron in the water distribution system.

Bids range from a high bid of \$154,464.29 to a low bid of \$107,600.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541310).

The contract will be for a term of one year beginning March 1, 2023, with an option for two one-year extensions if mutually accepted. If the contractor accepts the extension offer, all unit prices shall remain in effect for the extension of the contract.

Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518 was the low bidder in the amount of \$107,600.00 We have checked the low bidder's references and all appear to be in order.

Accordingly, it is recommended that the contract,  
**2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE**  
be awarded to the lowest responsible bidder,

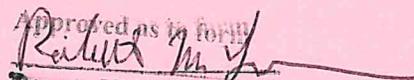
Chemrite, Inc.  
5202 Belle Wood Ct  
Suite 104.  
Buford, GA 30518

in the amount of \$107,600.00 for this contract total bid effective March 1, 2023 through February 29, 2024.



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

Approved as to form  
  
Deputy Village Attorney

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

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

**WHEREAS**, eight (8) bids were picked up and four (4) bids were received for the December 20, 2022 bid opening for the referenced purchase contract; and

**WHEREAS**, the bids range from a high bid of \$154,464.29 to a low bid of \$107,600.00, and the Village has reviewed and checked all bids and find them in good order; and

**WHEREAS**, the lowest responsible bidder was submitted by Chemrite, Inc., 5202 Belle Wood Ct, Suite 104, Buford, GA 30518, in the amount of \$107,600.00; and

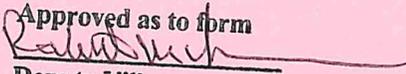
**WHEREAS**, the contract will begin on March 1, 2023 and end on February 29, 2024, with an option for two (2) one-year extensions if mutually accepted, with all unit prices remaining in effect for the extension of the contract; and

**WHEREAS**, funding for this purchase will come out of the Water Department operating budget for the purchase of chemicals (WE96004 541310); and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the 2023 Furnishing of Sodium Hexametaphosphate to Chemrite, Inc., 5202 Belle Wood Ct, Suite 104. Buford, GA 30518, in the amount of \$107,600.00 for a contract term beginning March 1, 2023 and ending February 29, 2024, with an option for two (2) one-year extensions if mutually accepted.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works November 30, 2022

FROM: Pamela Walsh Boening, Village Clerk

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

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

**WHEREAS**, the Water Department uses various products to treat the water prior to being pumped into the distribution system; and

**WHEREAS**, one product is Sodium Hexametaphosphate, commonly known as Calgon; the Water Plant Operators introduce Sodium Hexametaphosphate to sequester iron in the system; and

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

**WHEREAS**, the Water & Sewer Department is requesting permission to advertise a Notice to Bidders for the 2023 Furnishing of Sodium Hexametaphosphate; and

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

**WHEREAS**, the estimated cost of the contract is \$35,000.00, and funding is anticipated to be included in the Water Department Operating Budget (WE96004 541310); and

**NOW THEREFORE BE IT RESOLVED**, that upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to publish a Notice to Bidders for the “2023 Furnishing of Sodium Hexametaphosphate” in the Freeport Herald and other relevant publications of general circulation on December 1, 2022, with bid documents available from December 5, 2022 through December 16, 2022, with a return date of December 20, 2022.

The Clerk polled the Board as follows:

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

INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION

PROJECT: 2023 FURNISHING OF SODIUM HEXAMETAPHOSPHATE  
FOR FREEPORT WATER DEPARTMENT

DATE: December 20, 2022

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	BID QUANTITY	SHANNON CHEMICAL CORP PO BOX 376 MALVERN, PA 19355		CHEMRITE, INC. 5202 BELLE WOOD CT, SUITE 104 BUFORD, GA 30518		CARUS LLC 315 FIFTH STREET PERU, IL 61354		COYNE CHEMICALS 3015 STATE ROAD CROYDON, PA 19021	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	SODIUM HEXAMETAPHOSPHATE	TONS, MORE OR LESS	20	12	\$ 6,477.27	\$ 77,727.24	\$ 5,380.00	\$ 107,600.00	\$ 6,500.00	\$ 130,000.00	\$ 7,723.21	\$ 154,464.29
<b>TOTALS</b>						\$77,727.24		\$107,600.00		\$130,000.00		\$154,464.29

\*\* SHANNON CHEMICAL CORP'S BID WAS INCORRECTLY CALCULATED. BASED ON THEIR PROPOSAL, SHANNON CHEMICAL PROVIDED \$6,477.27 \* 12 TONS, MORE OR LESS = \$77,727.24. WHEN THE ACTUAL ESTIMATED BID QUANTITY IS 20 TONS, MORE OR LESS, WHICH MAKES THEIR BID SUBMITTAL INVALID. CHEMRITE IS THE LOWEST BIDDER.

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

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To: Mayor Robert T. Kennedy

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

Date: January 27, 2023

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**Re: INSTALLATION OF AUTOMATIC BLOW OFF FOR WELLS #5 AND #6 AND  
REPLACEMENT OF MOTOR CONTROL CENTER FOR WELL #6**

Nine bids were picked up and three bids were received on December 6, 2022, for the referenced contract. . The project calls for the installation of a motor control center at Well #6 and the installation of automatic blow offs at Wells #5 and #6. Well #6 is located on Sunrise Highway west of Power Plant #1 and Well #5 is located just south of Power Plant #1. The existing motor control for Well#6 was installed over 60 years ago and it is no longer serviceable and must be replaced. The automatic blow off for Well #5 is required by the Health Department due to high iron content in the water when the well is starting up. The well is not currently in service and this work must be done in order to operate the well.

Bids range from a high bid of \$862,800.00 to a low bid of \$732,000.00. We have reviewed and checked all bids and find them in good order. Attached is a copy of the bid tabulation for your use. Funding for this project will come from a bond that was authorized by the Mayor and the Board of Trustees on July 12, 2021

**PHILIP ROSS INDUSTRIES INC., 88 DURYE RD SUITE 204, MELVILLE, NY 11747** was the low bidder in the amount of \$732,000.00. We have checked the low bidder's references and the contractor has successfully completed similar projects.

Accordingly, it is recommended that the contract,  
**INSTALLATION OF AUTOMATIC BLOW OFF FOR WELLS #5 AND #6 AND  
REPLACEMENT OF MOTOR CONTROL CENTER FOR WELL #6** be awarded to the lowest responsible bidder,

**PHILIP ROSS INDUSTRIES INC., 88 DURYE RD SUITE 204, MELVILLE, NY 11747** in the amount of **\$732,000.00**. for this contract total bid.

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

Encl.

- c. P. Walsh Boening, Village Clerk
- K. Weltner, Purchasing Agent
- P. Lester, Secretary to the Mayor
- M. Quinton, Supt. Of Water

Approved as to form  
  
\_\_\_\_\_  
Deputy Village Attorney

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

**WHEREAS**, on November 14, 2022, the Board authorized the Village Clerk to advertise a Notice to Bidders for the “Installation of Automatic Blow Off for Wells #5 and #6 and Replacement of Motor Control Center for Well #6”; and

**WHEREAS**, nine (9) bids were picked up and three bids were received on December 6, 2022 for the referenced contract; and

**WHEREAS**, the bids range from a high bid of \$862,800.00 to a low bid of \$732,000.00, and the Village has reviewed and checked all bids and find them in good order; and

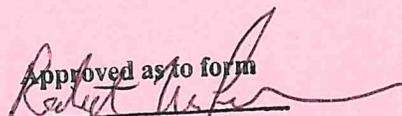
**WHEREAS**, the lowest responsible bidder was submitted by Philip Ross Industries Inc., 88 Duryea Road, Suite 204, Melville, NY 11747, in the amount of \$732,000.00; and

**WHEREAS**, funding for this project will come from a bond that was authorized by the Mayor and the Board of Trustees on July 12, 2021; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Board approve and the Mayor be and hereby is authorized to sign any paperwork necessary to award for the Installation of Automatic Blow Off for Wells #5 and #6 and Replacement of Motor Control Center for Well #6 to Philip Ross Industries Inc., 88 Duryea Road, Suite 204, Melville, NY 11747, in the amount of \$732,000.00.

The Clerk polled the Board as follows:

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

Approved as to form  
  
Deputy Village Attorney

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

**DIRECTIVE**

TO: Robert R. Fisenne, Superintendent of Public Works November 15, 2022

FROM: Pamela Walsh Boening, Village Clerk

The following directive is an excerpt from the Minutes of the Board of Trustees Meeting of November 14, 2022:

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

**WHEREAS**, the Department of Public Works is requesting permission to advertise a Notice to Bidders for the Installation of Automatic Blow Off for Wells #5 and #6 and Replacement of Motor Control Center for Well #6; and

**WHEREAS**, Well #6 is located on Sunrise Highway west of Power Plant #1, and Well #5 is located just south of Power Plant #1; plans and specifications for the above-referenced project have been completed; and

**WHEREAS**, the existing motor control for Well#6 was installed over 60 years ago and it is no longer serviceable and must be replaced; the automatic blow-off for Well #5 is required by the Health Department due to high iron content in the water when the well is starting up; the well is not currently in service and this work must be done in order to operate the well; and

**WHEREAS**, the estimated cost for this project is \$650,000.00; and

**WHEREAS**, funding for this project will come from the capital account (WE107 150116), as well as future bonding; and

**NOW THEREFORE BE IT RESOLVED**, that based upon the recommendation of the Superintendent of Public Works, the Village Clerk be and hereby is authorized to advertise a Notice to Bidders for the "Installation of Automatic Blow Off for Wells #5 and #6 and Replacement of Motor Control Center for Well #6," in the Freeport Herald and other relevant publications of general circulation on November 17, 2022, with specifications available from November 21, 2022 to December 2, 2022, with a return date of December 6, 2022.

The Clerk polled the Board as follows:

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

---

cc:

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

X Auditor  
X Assessor  
X Attorney  
X Bldg. Dept.  
Board & Comm.  
X Claims Examiner  
X Comptroller  
X Court

X Electric Utilities  
X Fire Dept.  
X File  
X Personnel  
X Police Dept.  
X Publicity  
X Public Works  
X Purchasing

X Registrar  
X Rec. Center  
X Treasurer  
X Dep. Treasurer  
X Dep. V. Clerk  
OTHER

INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION

PROJECT: INSTALLATION OF AUTOMATIC BLOW OFF FOR WELLS #5 AND #6 AND  
REPLACEMENT OF MOTOR CONTROL CENTER FOR WELL #6

BID DATE: December 6, 2022

		PHILIP ROSS INDUSTRIES 88 DURVEA RD SUITE 204 MELVILLE, NY 11747		WIRE TO WATER INC 136 GAZZA BLYD FARMINGDALE, NY 11735			
ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
MCC-1	For all labor, materials and equipment for the demolition required for the replacement of motor control center for Well #6	LS	1	\$ 72,000.00	\$ 72,000.00	\$ 11,742.00	\$ 11,742.00
MCC-2	For all labor, materials and equipment for the installation of the motor control center for Well #6	LS	1	\$ 144,000.00	\$ 144,000.00	\$ 174,512.00	\$ 174,512.00
MCC-4	For all labor, materials and equipment for the installation of wiring and conduit, including service and transformer for the motor control center for Well #6	LS	1	\$ 67,000.00	\$ 67,000.00	\$ 180,955.00	\$ 180,955.00
MCC-5	For all labor, material and equipment for the installation of instrumentation and controls for the motor control center for Well #6	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 35,824.00	\$ 35,824.00
WH6-1	For all labor, materials and equipment for raising the existing well head for Well #6	LS	1	\$ 41,000.00	\$ 41,000.00	\$ 73,700.00	\$ 73,700.00
BO6-1	For all labor, materials and equipment for the demolition required for the installation of the automatic blow off for Well #6	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 14,400.00	\$ 14,400.00
BO6-2	For all labor, materials and equipment for the vaults, valves and piping for the installation of the automatic blow off for Well #6	LS	1	\$ 99,000.00	\$ 99,000.00	\$ 108,900.00	\$ 108,900.00
BO6-3	For all labor, materials and equipment for the installation of wiring and conduit the installation of the automatic blow off for Well #6	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 12,414.00	\$ 12,414.00
BO6-4	For all labor, materials and equipment for the installation of instrumentation and controls for the automatic blow off for Well #6	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,177.00	\$ 10,177.00
WH5-1	For all labor, materials and equipment for raising the existing well head for Well #5	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 49,500.00	\$ 49,500.00
BO5-1	For all labor, materials and equipment for the demolition required for the installation of the automatic blow off for Well #5	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 8,400.00	\$ 8,400.00
BO5-2	For all labor, materials and equipment for the vaults, valves and piping for the installation of the automatic blow off for Well #5	LS	1	\$ 73,000.00	\$ 73,000.00	\$ 81,400.00	\$ 81,400.00
BO5-3	For all labor, materials and equipment for the installation of wiring and conduit the installation of the automatic blow off for Well #5	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 11,891.00	\$ 11,891.00
BO5-4	For all labor, materials and equipment for the installation of instrumentation and controls for the automatic blow off for Well #5	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 13,418.00	\$ 13,418.00
*	Allowances for unforeseen conditions, as specified in Section 012000 — Allowances						
AL-1	Seventy-five thousand dollars and zero cents Lump Sum (Forced bid amount of \$75,000.00)	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
	TOTAL				\$732,000.00		\$862,233.00

INCORPORATED VILLAGE OF FREEPORT  
ENGINEERING DIVISION

PROJECT: INSTALLATION OF AUTOMATIC BLOW OFF FOR WELLS #5 AND #6 AND  
REPLACEMENT OF MOTOR CONTROL CENTER FOR WELL #6

BID DATE: December 6, 2022

BANKER CONSTRUCTION CORP  
171 FREEMAN AVENUE  
ISLIP, NY 11751

ITEM NO.	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST
MCC-1	For all labor, materials and equipment for the demolition required for the replacement of motor control center for Well #6	LS	1	\$ 50,000.00	\$ 50,000.00
MCC-2	For all labor, materials and equipment for the installation of the motor control center for Well #6	LS	1	\$ 117,000.00	\$ 117,000.00
MCC-4	For all labor, materials and equipment for the installation of wiring and conduit, including service and transformer for the motor control center for Well #6	LS	1	\$ 132,000.00	\$ 132,000.00
MCC-5	For all labor, material and equipment for the installation of instrumentation and controls for the motor control center for Well #6	LS	1	\$ 46,000.00	\$ 46,000.00
WH6-1	For all labor, materials and equipment for raising the existing well head for Well #6	LS	1	\$ 116,000.00	\$ 116,000.00
BO6-1	For all labor, materials and equipment for the demolition required for the installation of the automatic blow off for Well #6	LS	1	\$ 10,000.00	\$ 10,000.00
BO6-2	For all labor, materials and equipment for the vaults, valves and piping for the installation of the automatic blow off for Well #6	LS	1	\$ 94,000.00	\$ 94,000.00
BO6-3	For all labor, materials and equipment for the installation of wiring and conduit the installation of the automatic blow off for Well #6	LS	1	\$ 11,800.00	\$ 11,800.00
BO6-4	For all labor, materials and equipment for the installation of instrumentation and controls for the automatic blow off for Well #6	LS	1	\$ 15,000.00	\$ 15,000.00
WH5-1	For all labor, materials and equipment for raising the existing well head for Well #5	LS	1	\$ 50,000.00	\$ 50,000.00
BO5-1	For all labor, materials and equipment for the demolition required for the installation of the automatic blow off for Well #5	LS	1	\$ 6,000.00	\$ 6,000.00
BO5-2	For all labor, materials and equipment for the vaults, valves and piping for the installation of the automatic blow off for Well #5	LS	1	\$ 96,000.00	\$ 96,000.00
BO5-3	For all labor, materials and equipment for the installation of wiring and conduit the installation of the automatic blow off for Well #5	LS	1	\$ 12,000.00	\$ 12,000.00
BO5-4	For all labor, materials and equipment for the installation of instrumentation and controls for the automatic blow off for Well #5	LS	1	\$ 32,000.00	\$ 32,000.00
* AL-1	Allowances for unforeseen conditions, as specified in Section 012000 — Allowances Seventy-five thousand dollars and zero cents Lump Sum (Forced bid amount of \$75,000.00)	LS	1	\$ 75,000.00	\$ 75,000.00
	TOTAL				\$862,800.00

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

**AGENDA**

**BOARD OF TRUSTEES' MEETING**

**February 6, 2023**

**NO PUBLIC COMMENT**